

### DARE COUNTY BOARD OF COMMISSIONERS

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

### Monday, November 06, 2017

### "HOW WILL THESE DECISIONS IMPACT OUR CHILDREN AND FAMILIES?"

#### **AGENDA**

9:00 A	M	CONVENE, PRAYER, PLEDGE OF ALLEGIANCE
ITEM	1	Opening Remarks - Chairman's Update
ITEM	2	Presentation of County Service Pins
ITEM	3	Employee of the Month
ITEM	4	Public Comments
ITEM	5	Proclamation Honoring Good Samaritans for Heroic, Life-saving Actions
ITEM	6	Report on the Monitor National Marine Sanctuary
ITEM	7	Tourism Board Request Consent for Spending from Restricted Fund
ITEM	8	Update on the Buxton Beach Nourishment Project
ITEM	9	Contract for Construction Engineering Services - Outer Banks National Scenic Byway
ITEM	10	Out of County Participation in Parks & Recreation Programs
ITEM	11	Groce Home Occupation-Conditional Use Permit
ITEM	12	Amendment to I.G. Holdings LLC Conditional Use Permit
ITEM	13	Recommended Water Fund Capital Improvements Plan FY2018 - 2024
ITEM	14	Amendment to Capital Project Ordinances to Close Completed Projects and Provide Budget for EMS Helicopter Project
ITEM	15	Consent Agenda  1. Approval of Minutes (10.16.17)  2. Salvo Cemetery Grant Recommendation for Engineering & Construction Service

3. Petty Cash and Change Funds Policy and Ordinance

- 4. Rodanthe Radio Tower Cellular Lease
- 5. Duck Water Tower Cellular Lease
- 6. Tax Collector's Report

### **ITEM 16** Board Appointments

- 1. Dare County Youth Council
- 2. Jury Commission
- 3. Juvenile Crime Prevention Council
- 4. Older Adult Services Advisory Council
- 5. Zoning Board of Adjustment Appointment of Chairman
- 6. Upcoming Board Appointments
- **ITEM 17** Commissioners' Business & Manager's/Attorney's Business
- **ITEM 18** Workshop Discussion of Plans for 2018

ADJOURN UNTIL 5:00 P.M. ON NOVEMBER 20, 2017



Opening Remarks - Chairman's Update

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Dare County Chairman Robert Woodard will make opening remarks.

# **Board Action Requested**

Informational Presentation

### **Item Presenter**

Chairman Robert Woodard



Presentation of County Service Pins - November 6, 2017

### Description

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

- 1. Naomi Rhodes, Reference Librarian, 15 Year Pin
- 2. Ricky Bascue, Detention Officer, 20 Year Pin
- 3. William Hughes, Detention Assistant Shift Leader, 20 Year Pin
- 4. Holly Meekins, Public Health Nursing Director, 20 Year Pin

### **Board Action Requested**

None

### **Item Presenter**

Robert Outten, County Manager

# **Presentation of County Service Pins**

- 1. Naomi Rhodes, Reference Librarian, 15 Year Pin
  - -Presented by Jonathan Wark
- 2. Ricky Bascue, Detention Officer, 20 Year Pin
  - -Presented by Allen Moran
- 3. William Hughes, Detention Assistant Shift Leader, 20 Year Pin
  - -Presented by Allen Moran
- 4. Holly Meekins, Public Health Nursing Director, 20 Year Pin
  - -Presented by Sheila Davies



Employee of the Month

Description	$\mathbf{n}$
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The Employee of the Month certificate will be presented.

# **Board Action Requested**

None

### Item Presenter

To Be Determined



### **Public Comments**

### **Description**

The Board of Commissioners will provide time on the agenda for Public Comments. Each regularly scheduled meeting begins with an opportunity for anyone to speak directly to the entire Board of Commissioners for up to five minutes on any topic or item of concern.

In an effort to encourage public participation, the Board accepts public comments from 2 locations - - -

Public Comments can be made at the Commissioners Meeting Room in Manteo. Public Comments can be made via a video link at the Fessenden Center in Buxton.

### **Board Action Requested**

Hear Public Comments

### **Item Presenter**

Robert Outten, County Manager



Proclamation Honoring Good Samaritans for Heroic, Life-saving Actions

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Proclamation honoring six good samaritans for saving the life of a visitor to the Outer Banks

### **Board Action Requested**

Approve/issue proclamation

### **Item Presenter**

Chief Jennie Collins



### PROCLAMATION HONORING GOOD SAMARITANS FOR HEROIC LIFE-SAVING ACTIONS

**WHEREAS**, on September 26, 2017, a visitor to the Outer Banks collapsed while on a morning walk in South Nags Head; and

**WHEREAS**, bystanders Martha Lebo, Lori and Michael O'Conner and Karen Wright found the patient unconscious on the ground, called 9-11 and immediately began performing CPR; and

**WHEREAS**, soon after, Dominion Energy linemen, Jeremy Aycock and Quentin Conner, on their way from Greenville to drop off their bucket truck for Hurricane Maria preparation, recognized the individual was in distress and selflessly acted outside of their normal duties by stopping to use their recently-acquired Automatic External Defibrillator (AED); and

**WHEREAS**, Mr. Aycock and Mr. Conner defibrillated the pulseless, non-breathing patient numerous times and ultimately saved the life of this patient who had gone into cardiac arrest; and

**WHEREAS**, the selfless and quick response of the citizens and Dominion Energy personnel filled the critical minutes before the arrival of EMS paramedics who then took over treatment and transported the patient to the hospital; and

**WHEREAS**, according to the American Heart Association, in the event of sudden cardiac arrest, death of brain tissue can occur within minutes and it is important to act fast as the needed life-saving interventions are time critical; and

**WHEREAS**, Dominion Energy has a long-standing commitment to a culture of safety and their recent investment of purchasing AEDs for their vehicles is an example of this commitment; making this patient a direct recipient of this investment; and

**WHEREAS**, the speedy actions of the bystanders and the Dominion Energy personnel directly and positively impacted their fellow man's chance of survival.

**NOW THEREFORE, BE IT RESOLVED** that the Dare County Board of Commissioners gratefully recognizes and thanks bystanders, Martha Lebo, Lori and Michael O'Conner and Karen Wright, and Dominion Energy personnel, Jeremy Aycock and Quentin Conner, for their immediate, selfless and heroic life-saving actions.

1	This the our day of November, 2017
_	
	Robert Woodard, Chairman
Attest:	
_	Gary Lee Gross, Clerk to the Board

This the 6th day of November 2017



Report on the Monitor National Marine Sanctuary

### **Description**

Superintendent David Alberg will give the Board of Commissioners an update on activity at the Monitor National Marine Sanctuary.

### **Board Action Requested**

Informational Presentation

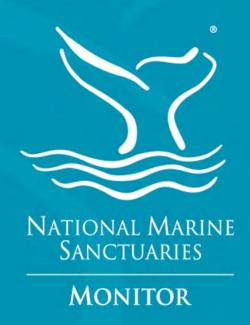
### **Item Presenter**

David Alberg, Superintendent, Monitor National Marine Sanctuary

# National Marine Sanctuaries National Oceanic and Atmospheric Administration

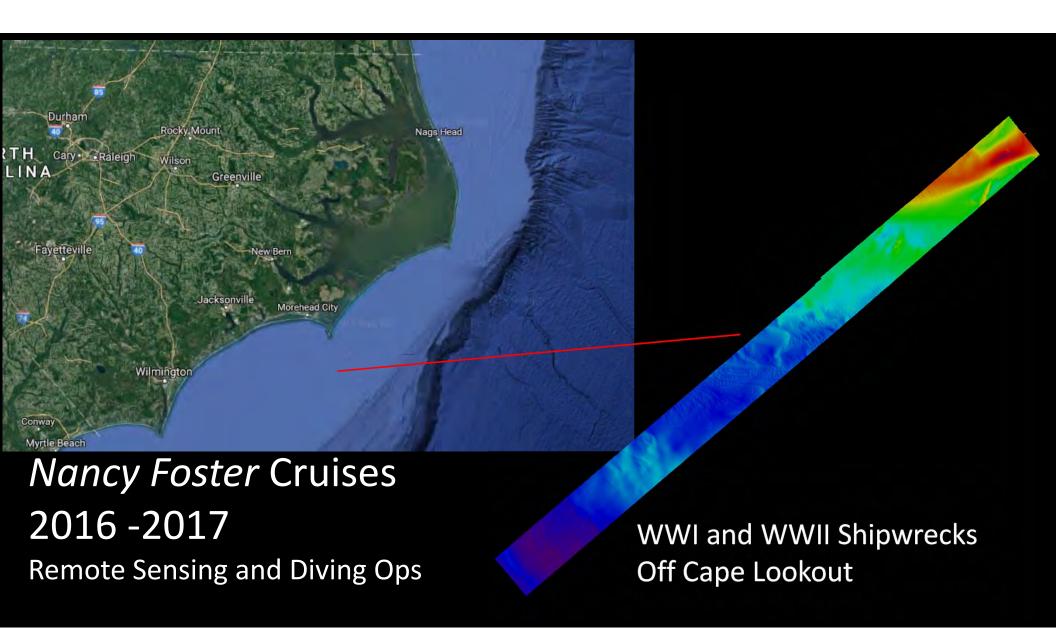






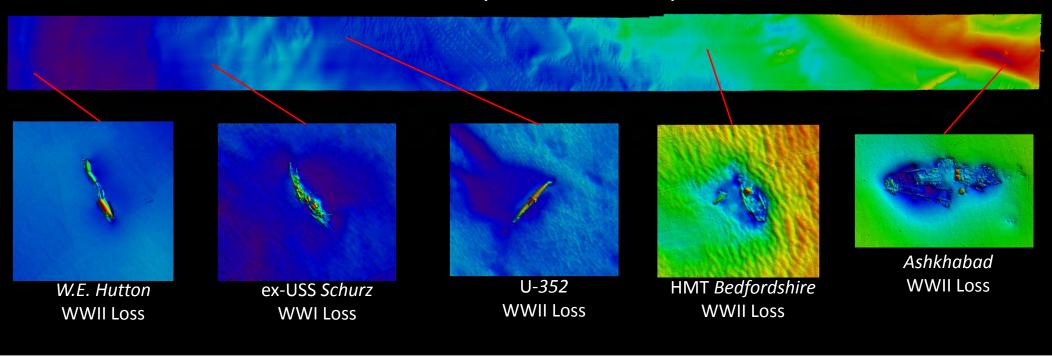
November 6, 2017

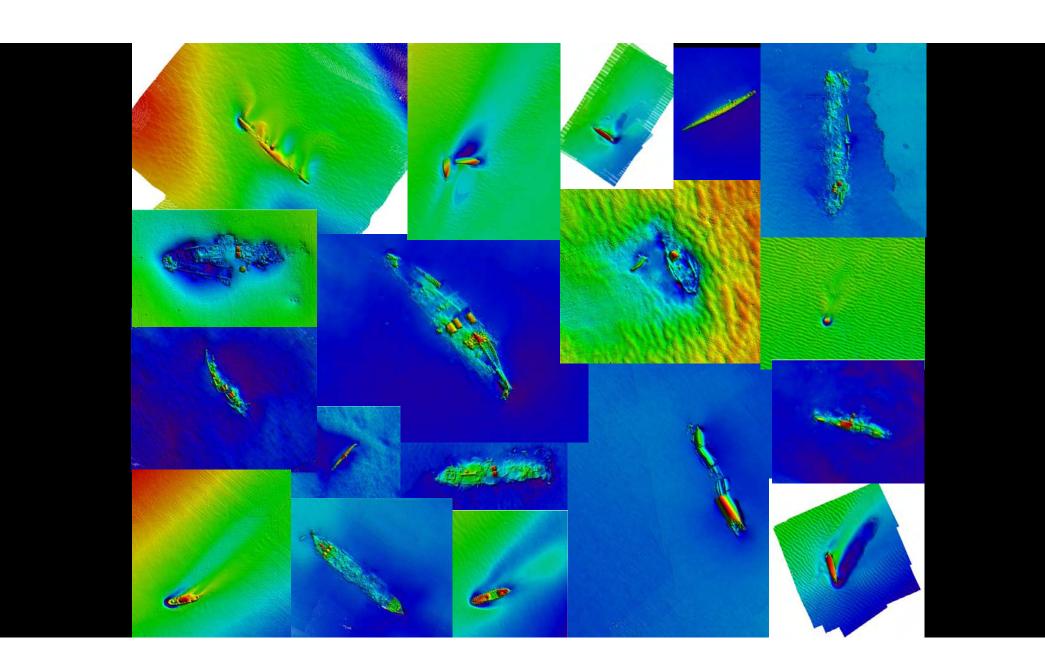
**Dare County Board of Commissioners** 

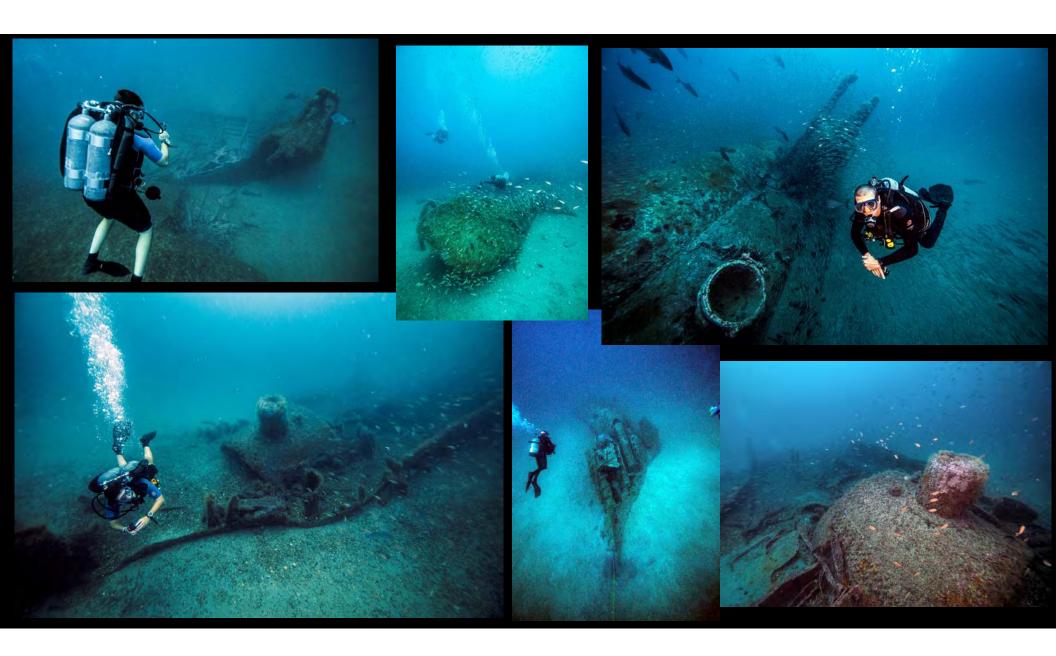


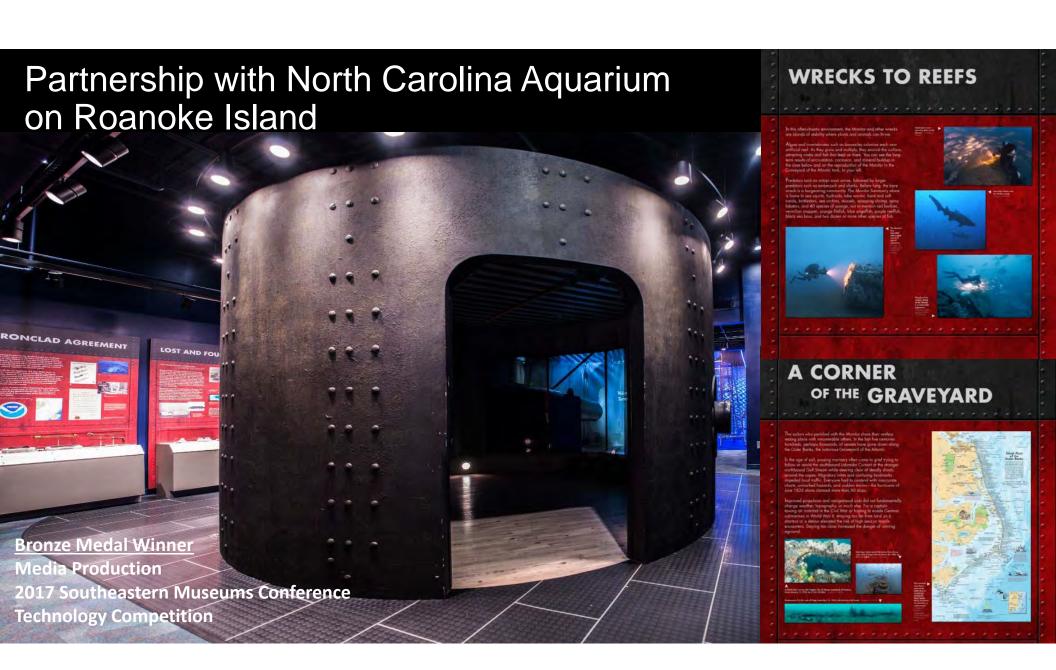
# Nancy Foster Cruises 2016 -2017

# WWI and WWII Shipwrecks Off Cape Lookout



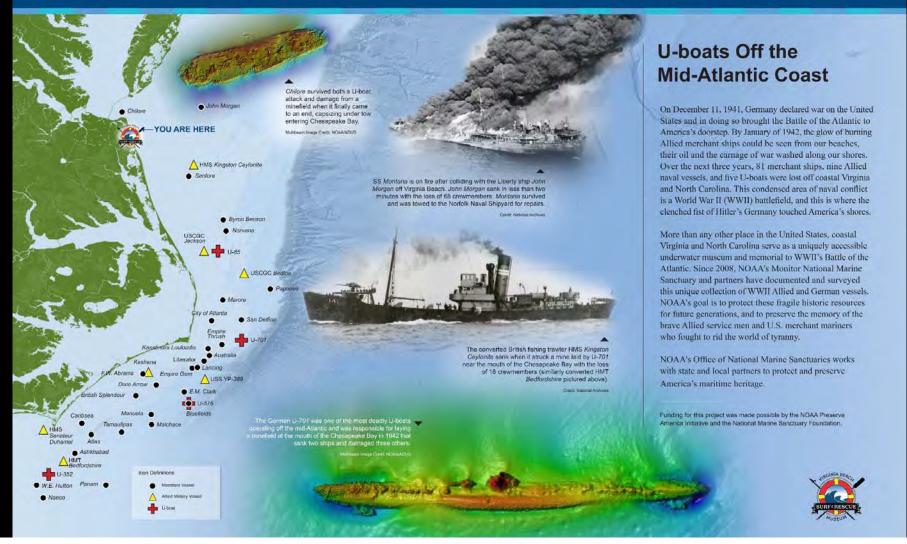








MONITOR NATIONAL MARINE SANCTUARY

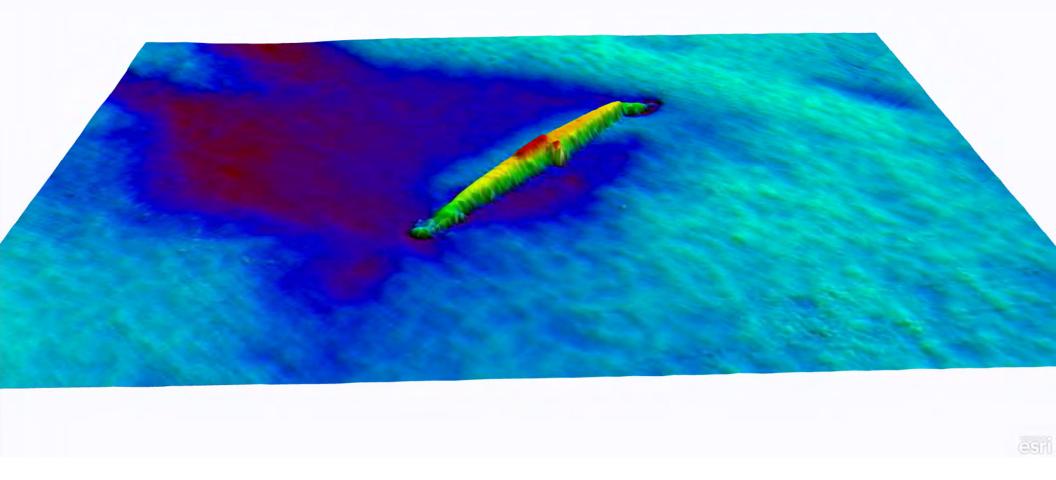


WAR ON AMERICA'S DOORSTEP!

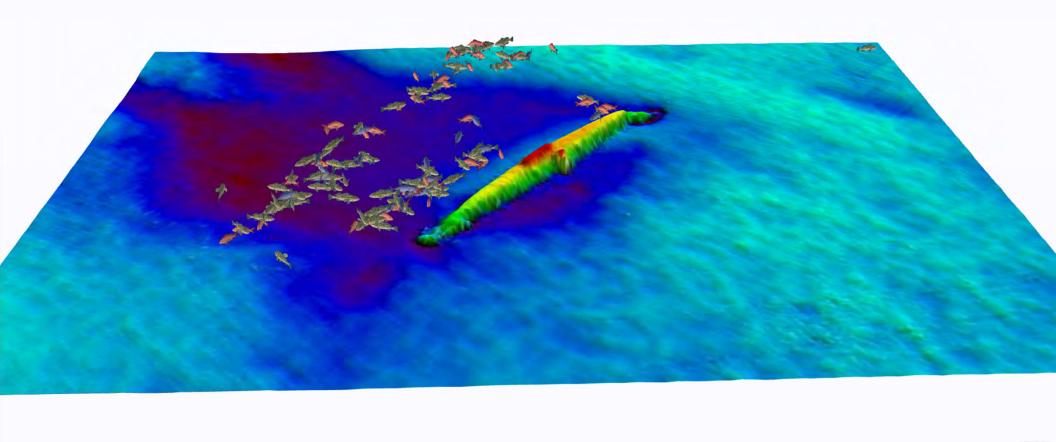
Partnership with the NCCOS Beaufort Lab and University of North Carolina Chapel Hill

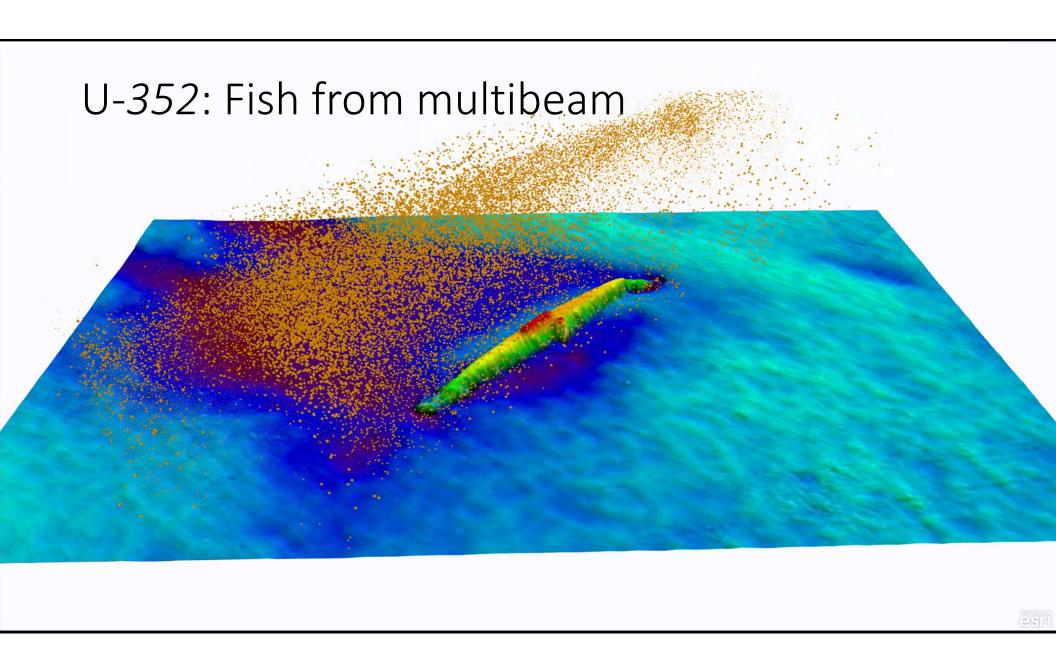
Shipwreck Surveys and Habitat Characterization

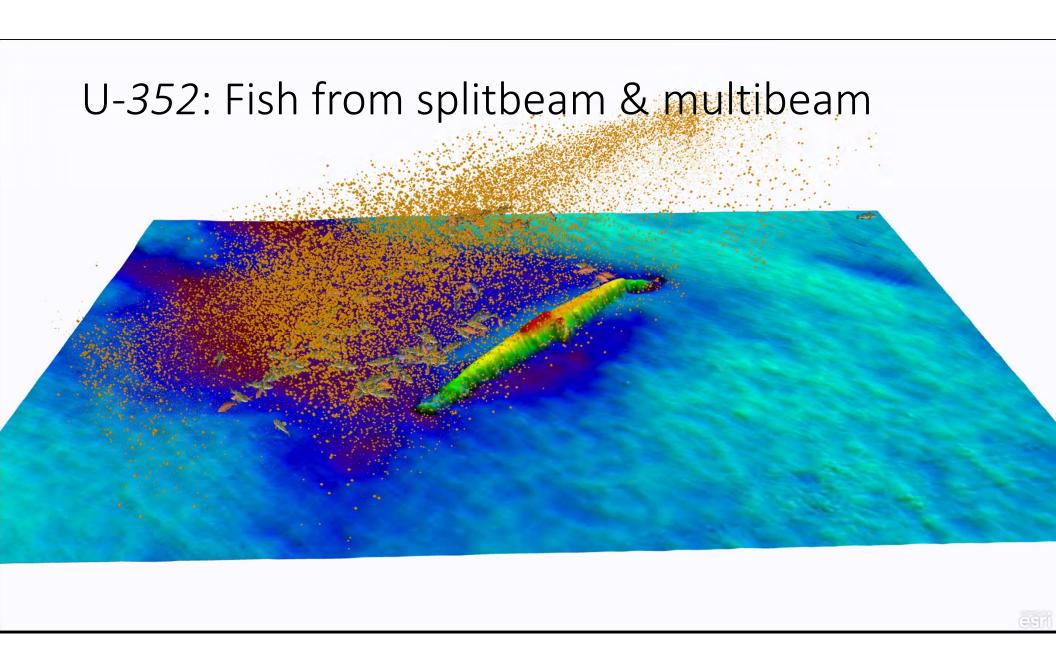
# U-352: Bathymetry

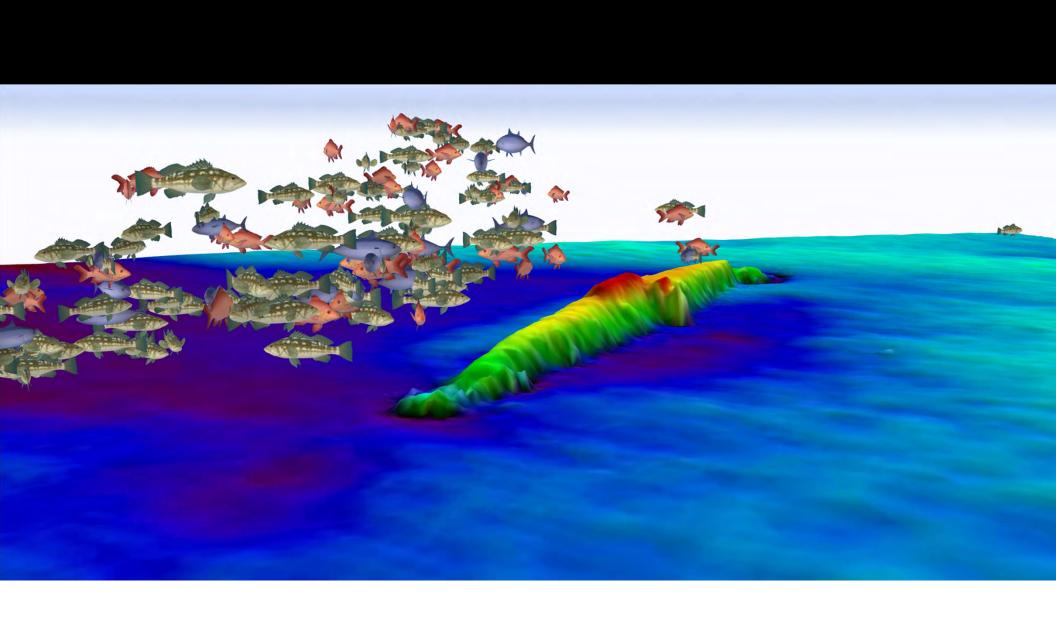


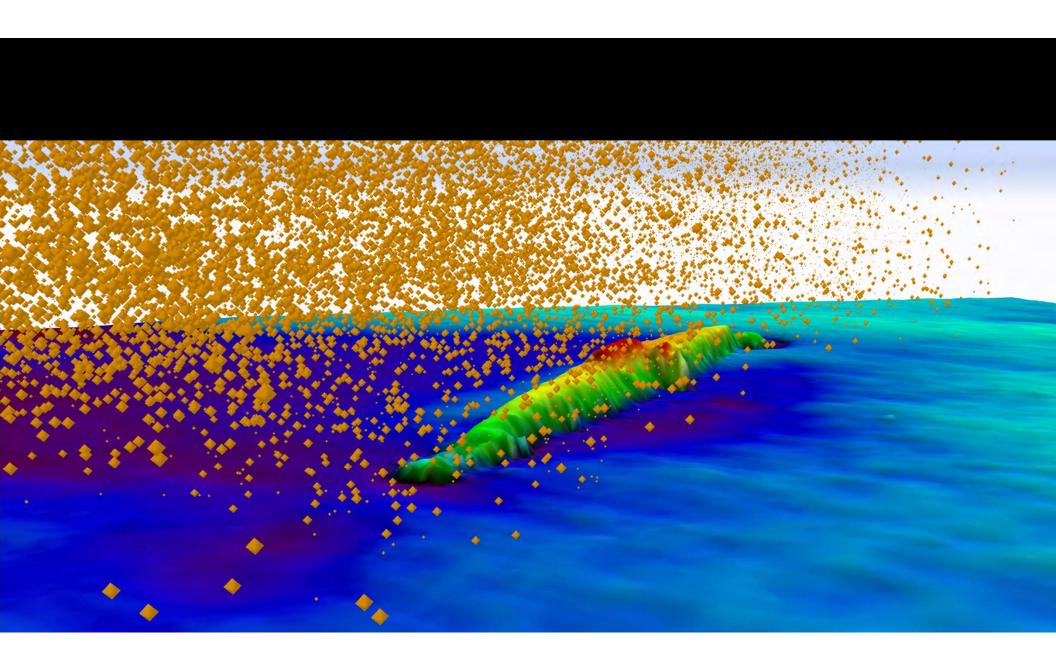
# U-352: Fish from splitbeam



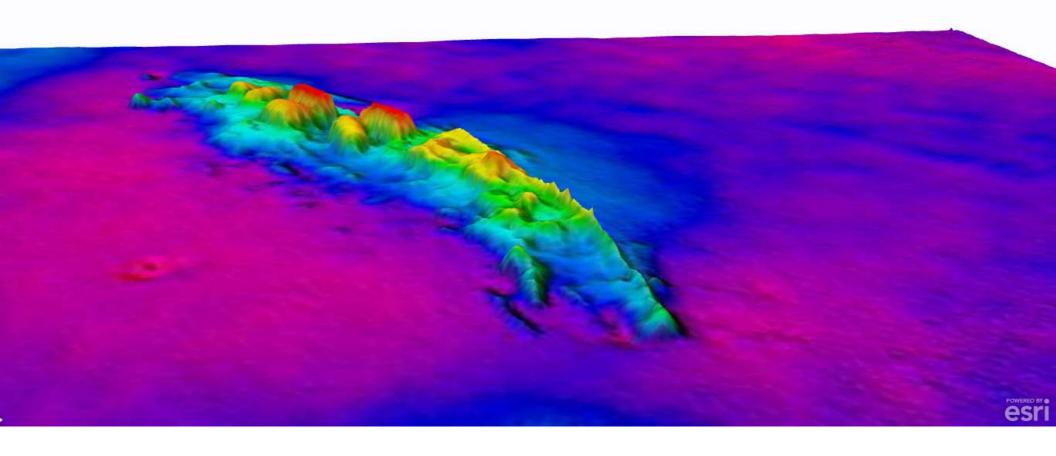




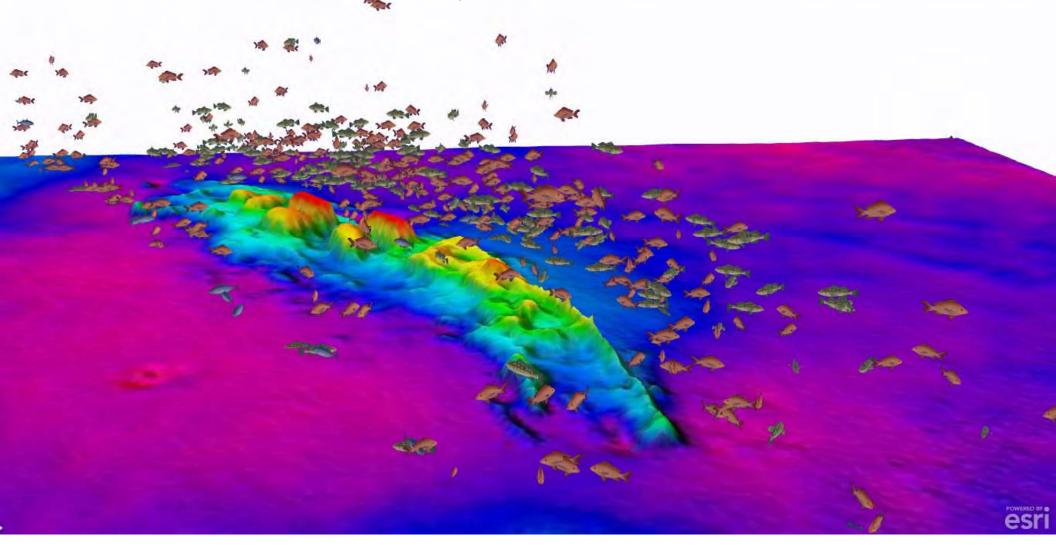


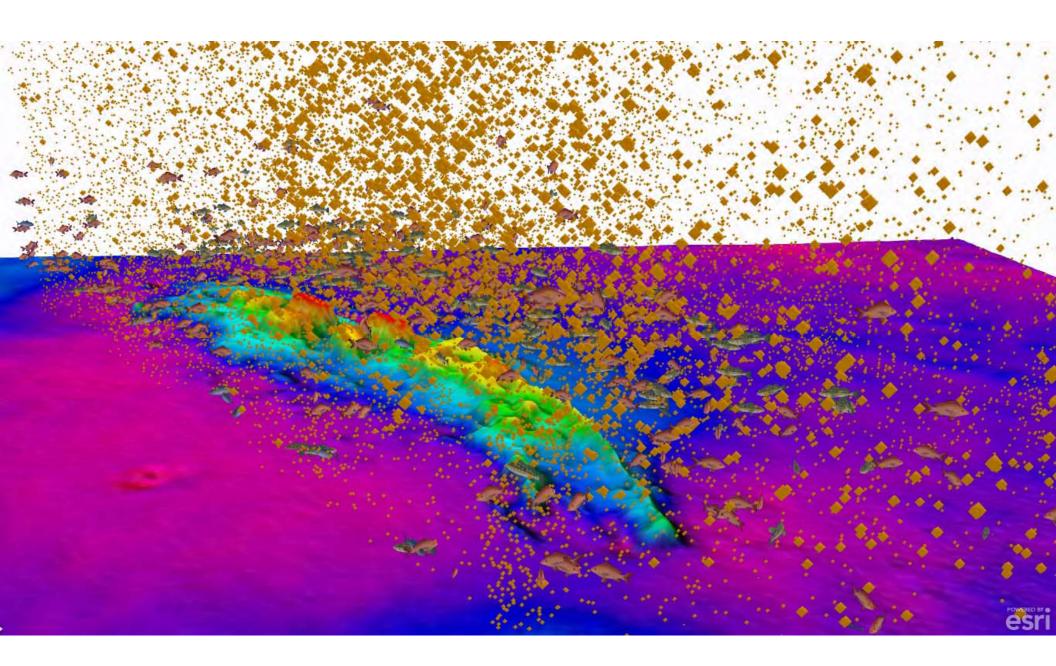


# USS Schurz: Bathymetry



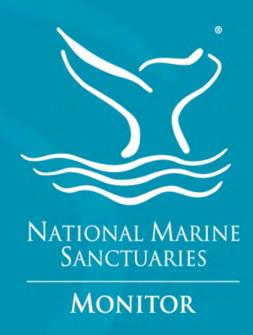
# USS Schurz: Fish from splitbeam











http://monitor.noaa.gov



Dare County Tourism Board Request Consent for Spending from Restricted Fund

### **Description**

Short Term Restricted Fund Grants for the following:

\$309,351 to the Town of Duck for Pedestrian Improvements, Phase II

\$119,357 to the Town of Southern Shores for the East Dogwood Trail Pedestrian Walkway

\$14,178 to the Southern Shores Civic Association for the Sea Oats Community Park Renewal, Phase 2

Total Awarded Amount: \$442,886. Project descriptions attached.

### **Board Action Requested**

Consent for Spending from Short Term Restricted Fund

### **Item Presenter**

Lee Nettles, Executive Director, Outer Banks Visitors Bureau Susie Walters, Chair, Dare County Tourism Board

### Short Term Restricted Fund Requests FY 2018/2019

Total Requested Amount: \$565,911.88

Total Amount in Short–term Unappropriated: \$442,886 Difference: (\$123,025.88)

Total Recommended Amount: \$442,886

#### • Town of Duck

### **Pedestrian Improvements, Phase 2**

Requested Amount: \$395,285 Recommended Amount: \$309,351

Phase two of the pedestrian improvements project includes the construction of sidewalks, dedicated bike lanes, landscaping and related improvements along the west side of Duck Road from Aqua Spa to Cook Drive, approximately 4,700 feet.

Total Project Amount: \$790,570

#### • Town of Southern Shores

### East Dogwood Trail Pedestrian Walkway

Requested Amount: \$152,511.88 Recommended Amount: \$119,357

This grant will allow for the construction of a 5 foot wide concrete pedestrian walkway along the south side of East Dogwood Trail, where it intersects with North and South Dogwood Trail to Highway 12.

Total Project Amount: \$305,023.76

### • Southern Shores Civic Association

### Sea Oats Community Park Renewal, Phase 2

Requested Amount: \$18,115 Recommended Amount: \$14,178

This grant is for improvements to the Sea Oats Community Park to provide safe and interactive recreation for all ages for visitors and residents. Phase 2 will construct a 225 foot interior walking trail, an open play area, fitness stations and electrical and irrigation for open green area.

Total Project Amount: \$36,230

<sup>\*</sup>Restricted Fund Grants are disbursed on a matching basis, not to exceed 50% of the actual cost.



Update on the Buxton Beach Nourishment Project

# **Description**

Coastal Science & Engineering will give an update report on the Buxton beach nourishment project.

### **Board Action Requested**

Informational Presentation

### **Item Presenter**

Tim Kana & Haiqing Kaczkowski, Coastal Science & Engineering



Contract for Construction Engineering Services - Outer Banks National Scenic Byway

### **Description**

On October 2, 2017 the Board of Commissioners selected Albemarle & Associates to provide Construction Engineering Services (CES) for the Wayshowing Interpretive Project Installation Services for the Outer Banks National Scenic Byway.

Attached is a proposed contract with Albemarle & Associates submitted for Board approval, subject to approval by NCDOT. Funding for his endeavor is provided by the Byways Grant.

### **Board Action Requested**

Approve contract subject to approval by NCDOT

### **Item Presenter**

Robert Outten, County Manager



October 5, 2017

Mr. Robert Outten, County Manager Dare County Administrative Offices PO Box 1000 Manteo NC 27954

RE:

STIP S-5502 Outer Banks National Scenic Byway - Wayshowing Interpretive

Project Proposed Fee for Construction Engineering Services

Dear Mr. Outten:

We have been asked to provide a fee for providing construction engineering services for the above project by Mary Helen Goodloe-Murphy. We have evaluated the various components necessary to provide these services which will now include coordination with the sign supplier, the sign installer, and with NC DOT personnel. Our services will include sign placement and Kiosk confirmation with the installers prior to installation as well as final inspections of all sign placement locations. We will prepare the necessary work directives, requests for information, change orders, and other project related CES reports. We will review and recommend payment requests and provide project oversight to include final walk through and punch lists. We will prepare the project closeout documents and provide the necessary documents, forms and electronic copies of all to the County Purchasing and Finance Departments.

Our fee to provide these services will be \$11,733.34 which includes \$1,081.00 in reproduction and mileage. If this fee meets with the Board's approval, I have prepared and attached a formal contract for these services, Please call me if you have any questions.

Sincerely

John M. DeLucia, PÉ Principal Engineer

CC:

File

Mary Helen Goodloe-Murphy, OBNSB

Melinda Sutton, OBNSB Chair

Barry Hobbs, NCDOT

# Agreement for Professional Services

I. Albemarle & Associates, Ltd. (AAL) agrees to provide professional services for the County of Dare (Dare County) for Construction Engineering Services (CES) for Wayshowing Interpretive Project Installation Services for the entire length of the Outer Banks National Scenic Byway (Dare, Hyde, & Carteret Counties) under North Carolina Department of Transportation (NCDOT) State Transportation Improvement Program No. S-5502.

### II. SCOPE OF SERVICES AND FEES

### A. Coordination with Committee, Sign Suppliers, & Various Installers

AAL will provide general coordination between the County, Outer Banks Scenic Byway Committee (Committee), Sign supplier, and the installing contractor. Task will include meetings, approvals of supplied materials, coordination with various agencies to include NC DOT, and other partnering agencies.

### B. Byway Sign Placement Approvals

AAL will meet with Sign Installers, OBNSB Committee members and NC DOT officials to confirm Wayshowing signage position at all signage locations along the Byway. We will approve and photograph each location and confirm that the signage placement is in accordance with the Contract Documents and in accordance with NC DOT and AASHTO sign placement standards. This task also includes final inspections of all installed signage.

### C. Project Management

AAL will provide general project management to include review of submittals, respond to Requests for Information (RFI), review pay requests and provide confirmation of compliance with the Contract Documents. Services also include scheduling regular monthly progress meeting, developing a list of any project deficiencies (punch list), and final project close out documentation and certifications.

#### III. SCHEDULE

A timeline schedule will be determined once signs are in production

### IV. FEE AND EXPENSES

AAL agrees to perform the services described herein on a cost plus basis not to exceed the amounts indicated in a schedule attached hereto and made a part of this Agreement.

OBNSB – Wayshowing Interpretive Project NCDOT STIP No. S-5502 Professional Services Agreement – Construction Engineering Services October 5, 2017

AAL will invoice Dare County monthly based on services provided as outlined in this Agreement. Payment is due within 45 days.

All permitting and application fees will be paid by Dare County.

Dare County agrees to pay a per sheet charge for copies of plans required for review and submission to agencies.

THIS AGREEMENT represents the entire Agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

COUNTY OF DARE

ALBEMARLE & ASSOCIATES, LTD.

BY: Robert L. Outten, County Manager

FOR: County of Dare
P.O. Box 1000
954 Marshall C. Collins Drive
Manteo, NC 27954

BY: John M. DeLucia, PE, Vice President FOR: Albemarle & Associates, Ltd.
P.O. Box 3989
115 West St. Clair Street
Kill Devil Hills, NC 27948

### General Terms and Conditions for Agreement between Albemarle & Associates, Ltd. and Dare County STIP No. S-5502

- 1. Albemarle & Associates, Ltd. (AAL) shall perform the services defined in the attached Agreement and shall invoice County of Dare, N.C. (Client). The Agreement shall be considered a cost plus contract. Any additions to the Agreement will be pursuant to the Schedule of Fees attached hereto.
- 2. <u>Right of Entry</u>. AAL will provide for whatever right of entry needed by AAL personnel and all necessary equipment, in order to complete the Scope of Services. AAL will take all reasonable precautions to minimize damage to property. It is understood by the Client that in the normal course of work some damage may occur. The correction of damage is the responsibility of AAL.
- 3. Ownership of Documents. All reports, field data, field notes, drawing, specifications, calculations, estimates and other documents prepared by AAL, as instruments of service, shall remain the property of AAL, except that all final reports and documents such as the project's engineering plans, drawings, bid specifications, construction drawings, shall become the property of Client. AAL agrees not to use surveying and engineering documents for purposes other than intended unless the use is approved by Client. Client agrees not to use documents for purposes other than those intended. AAL will retain all pertinent records relating to services performed for a period of five years following submission of the final invoice.
- 4. <u>Standard of Care</u>. Service performed by AAL under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions No other warranty, express or implied, is made. This is a performance contract and payment for services shall be made based on completion of the tasks outlined within the Scope of Services and shall not be contingent upon an event such as securing a permit(s) or any other similar event(s).
- 5. <u>Insurance</u>. AAL represents and warrants that it and its employees are protected by worker's compensation insurance and that AAL has such coverage under public liability and property damage insurance policies which AAL deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request. Within the limits and conditions of such insurance, AAL agrees to indemnify and save Client harmless from and against any loss, damage, or liability arising from any negligent acts by AAL, its agents, staff and consultants employed by it. AAL shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff and other consultants employed by it.
- 6. <u>Termination</u>. This Agreement may be terminated by either party upon fifteen (15) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been

OBNSB – Wayshowing Interpretive Project NCDOT STIP No. S-5502 Professional Services Agreement – Construction Engineering Services October 5, 2017

remedied before expiration of the period specified in the written notice. In the event of termination, AAL shall be paid for services performed to the termination notice date.

- 7. <u>Assignments</u>. The Agreement and the rights and duties hereunder will not be assigned, subcontracted or transferred by Client, in whole or in part, without AAL's prior written approval.
- 8. <u>Waivers</u>. No waiver by either party of any default by the other party in the performance of any provision of this Agreement will operate as, or be construed as, a waiver of any future default, whether like or different in character.
- 9. <u>Force Majeure</u>. Neither party to this Agreement will be liable to the other party for delays in performing the Scope of Services or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, ordinary weather conditions, catastrophe, or any other cause beyond the reasonable control or contemplation of either party.
- 10. <u>Authorization to Proceed</u>. Authorization to proceed will be provided in a separate document following execution of this Agreement.
- 11. <u>No Third Party Beneficiaries</u>. This Agreement gives no rights or benefits to anyone other than AAL and Client and has no third-party beneficiaries.
- 12. <u>Jurisdiction</u>. The law of the State of North Carolina shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.
- 13. <u>Severability</u>. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be constructed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 14. <u>Change Orders</u>. Client may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for AAL to complete the Scope of Services, adjusted compensation and/or time will be mutually agreed upon. All changes will be compensated pursuant to the Schedule of Fees attached hereto. If a requested change is not provided in the Schedule of Fees, then the parties shall negotiate and agree in writing as to the cost for the change prior to performance.

OBNSB – Wayshowing Interpretive Project NCDOT STIP No. S-5502 Professional Services Agreement – Construction Engineering Services October 5, 2017

Schedule of Values	Total Estimated Cost	Reimbursements	Contract Cost
A. Project Coordination Subtotal	\$4,612.26	\$52.00	\$4,560.26
B. Byway Sign Location Determination / Inspections Subtotal	\$5,027.64	\$931.50	\$4,096.14
C. Project Management Subtotal Digital Mapping	\$2,093.44	\$97.50	\$1,995.94
Total	\$11,733.34	\$1,081.00	\$10,652.34

# A. Project Coordination Albemarle & Associates, LTD

General Coordination Principal Engineer Project Manager Project Engineer	J. Overton J. DeLucia M. Morway	1 8 0	\$55.77 \$50.96 \$40.87	\$55.77 \$407.68 \$0.00
Coordination with OBNSB Committee Principal Engineer Project Manager Project Engineer	e J. Overton J. DeLucia M. Morway	0 8 0	\$55.77 \$50.96 \$40.87	\$0,00 \$407.68 \$0.00
NC DOT Coordination Principal Engineer Project Manager Project Engineer	J. Overton J. DeLucía M. Morway	0 8 0	\$55.77 \$50.96 \$40.87	\$0.00 \$407.68 \$0.00
Coordination with Sign Manufacture Principal Engineer Project Manager	J. Overton J. DeLucia	0 6	\$55.77 \$50.96	\$0.00 \$305.76
Coordination with Installation Contra Principal Engineer Project Manager	actor J. Overton J. DeLucia	0 8	\$55.77 \$50.96	\$0.00 \$407.68 \$1,992.25
Overhead Rate		110.00%		\$2,191.48
Subtotal			-	\$4,183.73
Fee		9.00%		\$376.54
Subtotal			-	\$4,560.26
<u>Direct Non-Salary Costs:</u> Reproduction (Blackline) Mileage Total Direct Non-Salary Costs AAL Total	Sheets Miles	0 100	\$3.50 \$0.52_	\$0.00 \$52.00 <b>\$52.00</b> <b>\$4,612.26</b>
		Total	_	\$4,612.26

# B. Byway Sign Location Determination / Inspections Albemarle & Associates, LTD

Coordination with Contractor & NC Principal Engineer Project Manager Project Engineer CADD Technician	DOT J. Overton J. DeLucia M. Morway K. Angus	1 32 0 5	\$65.77 \$50.96 \$40.87 \$20.60	\$55.77 \$1,630.72 \$0.00 \$103.00
Total Direct Labor				\$1,789.49
Overhead Rate		110.00%		\$1,968.44
Subtotal				\$3,757.93
Fee		9.00%		\$338.21
Subtotal				\$4,096.14
Direct Non-Salary Costs: Reproduction Per Diem Mileage Total Direct Non-Salary Costs AAL Total	Days	20 5 950	\$3.50 \$73.50 \$0.52_	\$70.00 \$367.50 \$494.00 \$931.50 \$5,027.64
	Total		==	\$5,027.64

# C. Project Management

# Albemarie & Associates, LTD

Project Management				
Principal Engineer	J. Overton	1	\$55.77	\$55.77
Project Manager	J. DeLucia	12	\$50.96	\$611.52
Project Engineer	M. Morway	4	\$40.87	\$163.48
CADD Technician	K. Angus	2	\$20.60	\$41.20
Total Direct Labor	Tu y ang dis	_	4	\$871.97
Overhead Rate		110.00%		\$959.17
Subtotal			<del></del>	\$1,831.14
Fee		9.00%		\$164.80
Subtotal			····	\$1,995.94
Direct Non-Salary Costs:				
Reproduction	Sheets	25	\$3.50	\$87.50
Inspection Reports	Pages	100	\$0.10	\$10.00
Total Direct Non-Salary Costs	Ŭ			\$97.50
David L Dahlquist		0	\$120.00	\$0.00
Total				\$2,093.44

Schedule of Values	Total Cost	Reimbursement	s C	Contract Cost
A Project Coordination		\$4,612.26	\$52.00	\$4,560.26
B. Byway Sign Location Determination / Inspections		\$5,027.64	\$931.50	\$4,096.14
C. Project Management		\$2,093.44	\$97.50	\$1,995.94
Total		\$11,733.34	\$1,081.00	\$10,652.34



Out of County Participation in Parks & Recreation Programs

# **Description**

The Dare County Parks & Recreation Department has prepared a policy for the Board to consider pertaining to requests from people outside of Dare County who wish to participate in Dare County recreational activities.

If approved, the proposed policy would allow out of county participation subject to an additional fee. The policy would also provide that for activities where enrollment is limited, no out of county request will be accepted if it would prohibit a Dare County resident from participating.

Attached are examples of non-resident fee schedules from other jurisdictions.

# **Board Action Requested**

Approve Proposed Policy

# **Item Presenter**

Robert Outten, County Manager

Other Parks and Rec departments resident/non resident fee status

#### Areas with Non-resident up charge

City of Rocky Mt- 50% up charge for example- Resident fee \$40 Non Resident fee \$60 City of Greenville- 50% up charge
Town of Cary- 50% up charge
City of Greenville- 50% up charge
Town of Winterville- 50% up charge
City of Wilson- 50% up charge
City of Chesapeake- \$20 up charge

#### Areas without a Non-resident up charge

City of Wilmington
Brunswick County
Mecklenburg County
City of Greensboro-adult only up charge
Carteret County

As you can see of the 12 departments I either called or went to their website 7 out of 12 have an up charge for non-residents. 6 of the 12 have a 50% up charge for non-residents.

Tim also wanted me to provide some stats regarding the county cost per participant. I chose the the 2017/2018 Youth Basketball season budget with 2017 participant numbers as an example.

Youth Basketball Officials- \$36,686 Youth Basketball Supplies- \$13,500

Staff pay =avg. of \$22.11 per hour X 2.5 staff per night X Hours per season(406)- X 3 locations= \$67325

Hours per Season= 29 hours a week Mon-Fri 4 hrs per night and Saturday 9 hrs X 14 weeks=406 hrs per season per location.

\*This does not include power or maintenance/office time/staff.

36,686 +13,500 + 67325=\$117,511=conservative cost of putting on youth basketball.

Number of Youth Basketball participants (2017)- Beach -506, Roanoke Is- 225, Hatteras 141=872 total participants

\*These numbers do not include are Start Smart programs Ages 3-4.

\$117,511/872=\$134.76 conservative cost per youth basketball participant. Cost to participate in Youth Basketball is \$35

If you need anything else give me call 475-5912- Spencer



Brigette Groce Conditional Use Permit for Home Occupation

# **Description**

Mrs. Bridgette Groce has applied for a conditional use permit to operate a home occupation at her residence located at 1163 N Hwy 64/264. She currently rents a chair at a hair salon in Kitty Hawk, but would like to operate a single chair salon at her home. This site is zoned R-1 and home occupations are permitted as conditional uses in the R-1 district. The definition of home occupation states that the applicant must reside on premises, no other employees are allowed, and no more than 25% of total floor area of any structure is to be used for the home occupation. She meets all of these criteria. The Planning Board reviewed this item on October 9, 2017 and voted unanimously to recommend approval of the draft CUP attached with this cover sheet.

# **Board Action Requested**

Motion to grant conditional use permit approval of the Groce home occupation as recommended by the Planning Board.

# **Item Presenter**

Noah Gillam, Planner



# Conditional Use Permit No. 7--2017 Dare County Sections: 22-21 and 22-68.

**Application of:** Bridgette Groce

On November 6, 2017 the Dare County Board of Commissioners considered the application of the Petitioner above named which application is on file with the Dare County Planning Department, and the Board finds as follows:

- That the written application of Petitioner with attachments has been duly submitted to the Dare County Planning Board as required by Section 22 of the Dare County Code (hereinafter referred to as "Code");
- 2. The subject property is zoned R-1, residential and located at 1163 N Hwy 64/264 on Roanoke Island. This property is identified on the Dare County tax records as parcel 025129000 and located in the Manteo outside tax district.
- That the application substantially complies with the requirements of the Code in that it requests uses permitted by conditional use permit under the Code, including home occupations;
- 4. That the Dare County Planning Board recommended for approval the granting of this Conditional Use Permit as requested. The Planning Board made this recommendation on October9, 2017.
- That the Dare County Board of Commissioners is empowered under sections of the Code set out above to grant uses such as allowed herein and insofar as the conditional use is hereinafter allowed it will not adversely affect the public interest;
- 6. That the hereinafter described conditional use is deemed to be reasonable and is not in degradation of the intent of the ordinance.
- 7. That upon the evidence received, the testimony presented, and the submitted written record, there are sufficient facts to support the issuance of this Conditional Use Permit according to the terms and conditions below:

NOW, THEREFORE, under the provisions of the Code, the following conditional use is granted to Bridgette Groce for a home occupation at 1163 N Hwy 64/264 subject to such conditions as are hereinafter set out:

**CONDITIONAL USE:** a home hair salon to be located on the premises according to the definition of home occupation found in Section 22- 2 of the Dare County Zoning Ordinance.

#### **CONDITIONS:**

- An existing 425 square foot portion of the garage attached to a 1694 square feet residential dwelling located on the premises shall be utilized as a hair salon. This square footage amount is less than 25% of the total area of the primary structure on the site and is consistent with the footage allowance for home occupations found in the Zoning Ordinance.
- 2. The Petitioner shall reside on-premises and shall be the sole employee of the hair salon. No other employees shall be employed in the hair salon.
- 3. Existing parking at the site shall be used for the hair salon and is adequate to meet the parking needs of the residence and the hair salon.
- 4. Hours of operations shall be Monday Saturday 9:00 a.m. to 7:00p.m.
- 5. No signage shall be posted on the property.

This 6th day of November 2017

6. All other terms and provisions of the Dare County Zoning Ordinance shall remain in full force and effect except as herein specifically permitted otherwise;

This our day of Hovelhoor 2017	
SEAL:	COUNTY OF DARE
	By: Robert L Woodard Dare County Board of Commissioners
ATTEST:	
By: Gary Gross Clerk to the Board	

# THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED

	By:
	Bridgette Groce, Owner
APPROVED AS TO LEGAL FORM	
D	
By: Robert L. Outten	
County Attorney	

10/30/2017

Dare County GIS

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Search By Name, Address, Parcel, etc..



Amendment to I.G. Holdings LLC Conditional Use Permit 7-2008 for Group Developement

# **Description**

I.G.Holdings LLC has applied for an amendment to Conditional Use Permit 7-2008. The current CUP allows for a group development. The amendment would allow for the construction of a third building to be used as employee housing. The applicant has submitted a site plan depicting the the existing improvements and the proposed improvements. The required parking has been labeled on the site plan. A copy of the site plan is attached with this cover sheet. The Planning Board reviewed this item on October 9, 2017 and voted unanimously to recommend approval of the draft CUP attached with this cover sheet.

# **Board Action Requested**

Motion to grant approval of the amendment to the I.G. Holdings LLC conditional use permit for group development

# **Item Presenter**

Noah Gillam, Planner

STAFF REPORT: November 6, 2017 Dare County Board of Commissioners Meeting

ITEM: IG Holdings LLC Amendment to Conditional Use Permit

FROM: Noah Gillam, Planner

Albemarle and Associates on behalf of IG Holdings LLC has submitted for an amendment to the conditional use permit 7-2008. The property is located at 40494 NC Hwy 12 in Avon and is zoned C-2 Commercial. The current CUP allows for a group development consisting of an existing retail structure (WINGS store) and an existing residential dwelling used to house employees. The CUP amendment seeks to amend the CUP to allow for the construction of third structure, to be used as a second residential dwelling for employee housing. The CUP process provides an opportunity for Dare County to impose reasonable and appropriate conditions upon the permit. Quasi-judicial procedures shall be followed by the Board of Commissioners in deciding conditional use permits. The applicant has the burden of presenting sufficient evidence demonstrating the CUP application meets the requirements of the Dare County Zoning Ordinance.

The Planning Board reviewed this proposed CUP amendment at their October 9, 2017 meeting. Based on information provided by Albemarle and Associates, the draft CUP attached with this staff report was prepared to address the operation of the site. These conditions a 12 month time frame to secure building permits. Other conditions address the use for the proposed structure, and parking requirements as detailed in the draft CUP. IG Holdings LLC have reviewed the set of conditions as recommended by the Planning Board and a signed acknowledgment of the conditions will be submitted as part of the CUP file. Other conditions may be added to the draft CUP, if needed, as a result of the Nov 5 Commissioners review.

The property was posted and letters mailed to the adjoining property owners prior to the planning board meeting. We have been contacted by phone by several property owners but none have voiced any concern against the additional building. The adjoining property owners were also notified of the Board of Commissioners meeting as required by the Zoning Ordinance.

As noted previously, the C-2 zoning allows group developments as conditional uses and such uses must be granted approval by the Board of Commissioners with reasonable and appropriate conditions applied to the proposal to address impacts of the use. A draft motion for the Board's consideration is included should it be the consensus of the Board that Albemarle and Associates on behalf of IG Holdings LLC have presented sufficient evidence and testimony to support the approval of the amendment to conditional use permit 7-2008.

Draft motions for the Board's consideration.

<u>Draft motion for granting of CUP:</u> "I move that the amendment to conditional use permit and site plan for the proposed IG Holdings LLC group development be approved. Sufficient information documenting compliance with the C-2 zoning requirements has been submitted by the applicants and reasonable and appropriate conditions have been identified and applied to the proposed facility."

Should it be the consensus of the Board that additional information is needed before any action is taken on the conditional use permit application, then a motion to defer action until a later date is appropriate.

<u>Draft motion to defer action pending additional information:</u> "I move that the IG Holdings conditional use permit amendment be tabled until (insert reason for tabling). Once this information is submitted, staff can re-schedule the item for consideration as needed."



#### **AMENDMENT to CUP No. 7-2008**

Dare County Sections 22-25, 22-31 and 22-68.

Application of: I.G. Holdings LLC for amendment to Group Development CUP

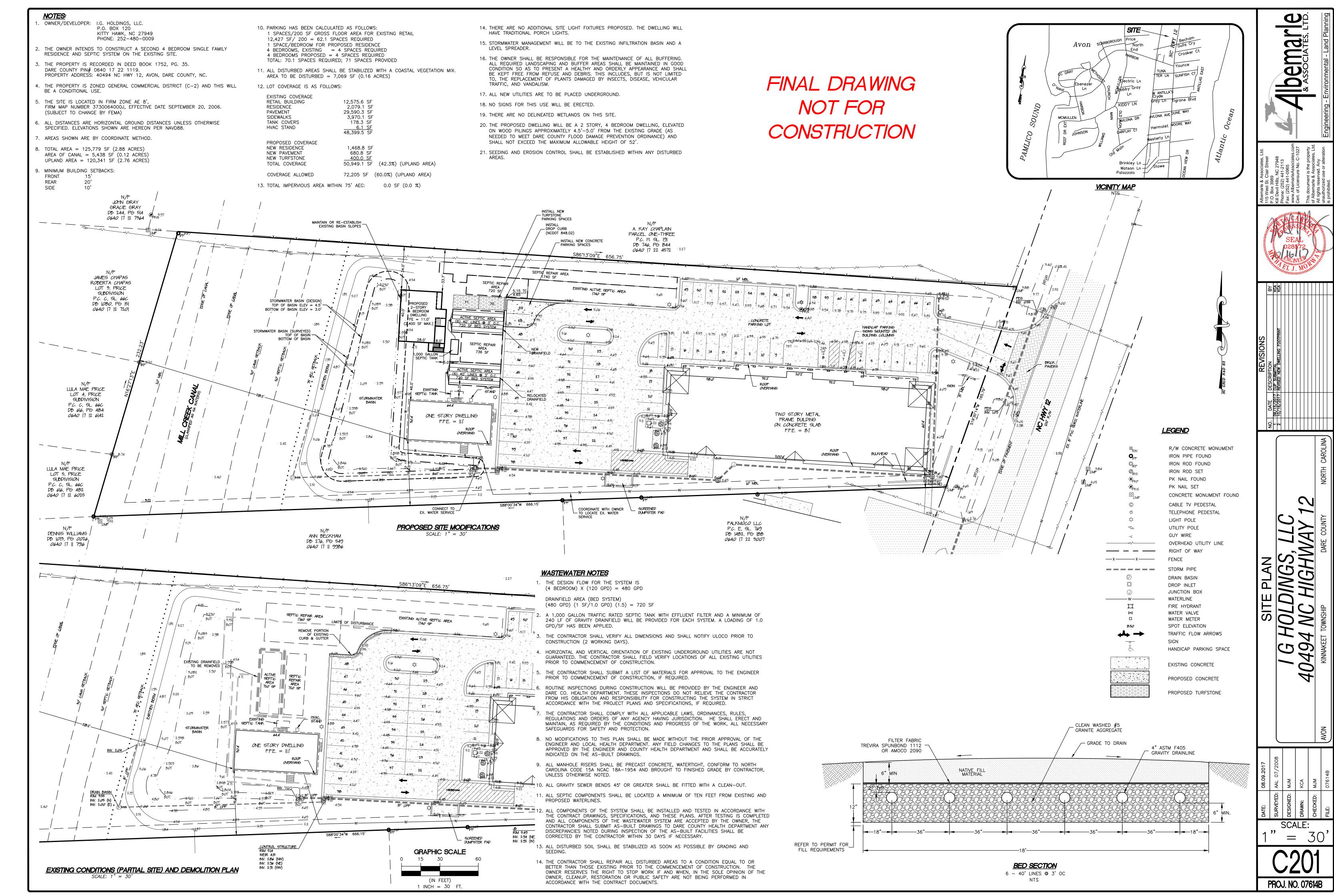
On November 6, 2017 The Dare County Board of Commissioners considered an amendment to CUP 7-2008 issued I.G. Holdings LLC group development in Avon. The original CUP was issued in November 2008 by the Dare County Board of Commissioners for the construction of a residential dwelling on the site to be used as employee housing for the existing retail structure. This amendment is for the construction of a third structure to be used as a second residential dwelling for employee housing.

On October 9, 2017 the Dare County Planning Board reviewed the proposed amendment and recommended approval of the amendment.

The following conditions shall be added to the original conditional use permit 7-2008 authorized:

- 1. One additional residential dwelling shall be constructed with associated site improvements.
- 2. Time frame of securing building permits shall be 12 months from approval by Dare County Board of Commissioners.
- 3. The third structure shall be for residential use and shall be used to house employees of the commercial business. A total of four bedrooms is proposed for this structure. Parking for this structure shall be accommodated in the existing parking improvements constructed for the commercial building. Such parking shall be denoted on Appendix B.
- 4. All other terms and conditions as set forth in CUP 7-2008 remain in effect.

This 6th day of November 2017	
SEAL:	COUNTY OF DARE
	By: Robert L Woodard Dare County Board of Commissioners
ATTEST:	
By: Gary Gross Clerk to the Board	
THIS PERMIT AND THE C	ONDITIONS HEREIN ARE ACCEPTED
	By:
APPROVED AS TO LEGAL FORM	
By:Robert L. Outten	_
Robert L. Outten County Attorney	





Recommended Water Fund Capital Improvements Plan FY2018 - 2024

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Please see the attached Item Summary

# **Board Action Requested**

Adopt CIP and authorize County Manager to execute necessary budget actions for FY2018

# **Item Presenter**

David Clawson, Finance Director & Ken Flatt, Water Director

# <u>Item Summary:</u> Recommended Water Fund Capital Improvements Plan for Fiscal Years 2018 through 2024

The recommended Water System capital improvements plan (CIP) for fiscal years 2018 through 2024 follows this summary. It was developed by the County Manager, the Water Director, and the Finance Director. The CIP has been incorporated into the Water Rate Model with the assistance of Raftelis Financial Consulting. The second schedule is a history of capital expenditures 2011 - 2017.

The top portion of the CIP shows the funding sources by year, either from the Water Fund annual operating budget (capital outlay), from the North RO Membrane Reserve (reserved through wholesale water rates), or from the Water Fund Extension & Replacement (E&R) Fund (a portion of fund balance restricted for capital).

The center section shows each proposed project, in what year it is scheduled, and the funding source (by color).

The bottom section shows the projected E&R fund balances, the projected total fund balances, and the projected revenue bond coverage ratios, all taken from the 2017 update of the Water Rate Model by Raftelis.

All projects listed are shown as "paygo" or cash funded projects, meaning there is no proposed new debt in the plan. No additional debt allows for maintenance of coverage ratios with 2017 actual at 1.96 times and 2024 projected at 1.96 times. Projected E&R and total cash balances for 2024 are approximately the same as the actuals for 2017. Cash balances and the coverage ratios are the most important debt ratings criteria for outstanding revenue bonds.

#### **Projects:**

Major projects included in the CIP are:

- Engineering and design of wells and a raw water main at the Hatteras RO Plant in 2018 at \$250,000;
- Wells and a raw water main at the Hatteras RO Plant in 2019 at \$2,000,000;
- Replacement of the remaining 2.0 MGD ion exchange treatment at the Skyco WT Plant with nanofiltration treatment in 2020 at \$1,900,000;
- Replacement and expansion of RO trains 1 through 3 at the North RO Plant in 2021 at \$2,250,000 with a capacity increase of 3.0 mgd to 3.9 mgd;
- Replacement of the 110k gallon elevated tank in Buxton in 2022 at \$800,000; and
- \$4,750,000 over seven years for phase-in of an automated meter reading system (AMR), beginning with Rodanthe, Waves, Salvo area in 2018 at \$400,000. The funding for the remaining years was determined based upon maintaining minimum E&R and total fund balance levels each year and at the end of 2024. The schedule will be re-examined with next year's CIP after receipt of the CDM Smith AMR feasibility study.

The Board is requested to approve the Water CIP and to authorize the County Manager to execute the necessary budget actions for FY 2018.

County of Dare, NC Water Fund Recomended Capital Improvements Plan for FY's 2018-2024

# Description	Priority	Source	Gross Project Amount	Fiscal Year Recommended	2018	2019	2020	2021	2022	2023	2024
Funds available:											
Water Fund Capital Outlay					\$110,000	\$140,000	\$160,000	\$110,000	\$140,000	\$180,000	\$140,000
NRO Membrane Reserve						275,000					
Extension & Replacement Fund (E&R)					930,000	2,500,000	2,500,000	2,715,000	1,430,000	1,500,000	1,350,000
Totals					\$1,040,000	\$2,915,000	\$2,660,000	\$2,825,000	\$1,570,000	\$1,680,000	\$1,490,000
Projects:											
1 RWS Water Tower Painting & Maintenance		South Dist	\$110,000	2018	110,000						
2 Hatteras Wellfield Expansion Engineering & Design		CH WTP	\$250,000	2018	250,000						
3 NRO Plant Effluent Header Replacement		NRO WTP	\$110,000	2018	110,000						
4 Kitty Hawk Pump Station Effluent Header Replacement		North Dist	\$170,000	2018	170,000						
5 CHP RO Raw Water Wells and Raw Water Main		CH WTP	\$2,000,000	2019		2,000,000					
6 NRO RO Units #1, 2 & 3 Membrane Replacement		NRO WTP	\$275,000	2019		275,000					
7 Skyco Water Tower Painting & Maintenance		North Dist	\$140,000	2019		140,000					
8 NRO Arsenic Media Replacement		NRO WTP	\$350,000	2020			350,000				
9 Skyco Nanofiltration Units #4 & 5 and Generator		Skyco WTP	\$1,900,000	2020			1,900,000				
10 Southern Shores Water Tower Painting & Maintenance		North Dist	\$160,000	2020			160,000				
11 RWS RO Units #1 & 2 Membrane Replacement		RWS WTP	\$100,000	2021				100,000			
12 CHP RO Units #1 & 2 Membrane Replacement		CH WTP	\$115,000	2021				115,000			
13 NRO Plant Replace Units #1-3 with 1.3 MGD each		NRO WTP	\$2,250,000	2021				2,250,000			
14 Stumpy Point Water Tower Painting & Maintenance		North Dist	\$110,000	2021				110,000			
15 Buxton 110k Tank Replacement		South Dist	\$800,000	2022					800,000		
16 NRO RO Units #4 & 5 Membrane Replacement		NRO WTP	\$130,000	2022					130,000		
17 Buxton 400k Tank Painting & Maintenance		South Dist	\$140,000	2022					140,000		
18 Duck 1m Water Tower Painting & Maintenance		North Dist	\$180,000	2023						180,000	
19 Roanoke Island 300k Water Tower Painting & Maintenance		North Dist	\$140,000	2024							140,000
20 Automated Meter Reading System		Distribution	\$4,750,000	2018-24	400,000	500,000	250,000	250,000	500,000	1,500,000	1,350,000
Total expenditures			\$14,180,000		\$1,040,000	\$2,915,000	\$2,660,000	\$2,825,000	\$1,570,000	\$1,680,000	\$1,490,000
			Actuals								
		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Actual/Projected Ending E&R Balance		\$10,437,718	\$10,237,718	\$12,336,509	\$13,384,688	\$12,567,299	\$11,994,128	\$11,252,258	\$11,773,615	\$12,195,663	\$12,366,774
Actual/Projected Total Fund Balances (Restricted, E&R and Surplus)		\$19,889,849	\$21,723,627	\$24,908,011	\$25,767,481	\$24,950,091	\$24,376,921	\$23,635,050	\$24,156,408	\$24,578,456	\$24,749,569
Actual/Projected Revenue Bond Coverage per Rate Model		1.91	1.85	1.96	1.96	1.94	1.94	1.98	1.97	1.96	. , ., .,
Actual/Projected Revenue Bond Coverage w/20% of Surplus per Rate Model		3.68	3.76	3.66	3.91	3.95	3.78	3.98	3.96	3.95	
Actual/Projected Revenue Bond Coverage per Rate Model with assessments		2.09	2.03	2.12	2.13	2.11	2.10	2.14	1.97	1.96	
Actual/1 rojected Revenue Bond Coverage per Rate Would with assessments		2.09	2.03	2.12	2.13	2.11	2.10	2.14	1.9/	1.90	

# County of Dare, NC Water Fund Capital Projects History

Project	<b>Funding Source</b>	2011	2012	2013	2014	2015	2016	2017	P	roject Total
Roanoke Island expansion	S2009 revenue bonds	\$8,006,271	\$9,069,541	\$4,230,861	\$ 3,914	\$ 28,381			\$	21,338,968
Roanoke Sound crossing	S2009 revenue bonds				\$ 315,591				\$	315,591
Skyco nanofiltration	S2009 revenue bonds							\$1,063,885	\$	1,063,885
	Total S2009 WR bonds	\$8,006,271	\$9,069,541	\$4,230,861	\$ 319,505	\$ 28,381	\$ -	\$1,063,885	\$	22,718,444
Roanoke Island expansion	Grant-NC Clean Water Trust Fund		\$ 500,000						\$	500,000
NRO membrane replacement	NRO membrane reserve				\$ 128,274				\$	128,274
•	•	•	•	•			•	•	•	•
RWS production well	E&R	\$ 10,900	\$ 81,399	\$ 441,907	\$ 189,847	\$ 15,430	\$ 11,619		\$	751,102
NRO plant expansion	E&R		\$ 73,156						\$	73,156
KH pump station	E&R			\$ 144,408	\$ 7,351				\$	151,759
Skyco nanofiltration	E&R			\$ 73,861	\$ 84,556		\$422,099	\$3,376,124	\$	3,956,640
Electrical plant control systems	E&R				\$ 243,250	\$ 37,862	\$ 32,291		\$	313,403
CHW RO membranes	E&R				\$ 137,593				\$	137,593
Skyco media filter replacement	E&R					\$ 785,525	\$104,492	\$ 2,674	\$	892,691
RWS 0.5 mgd capacity increase	E&R					\$ 65,676	\$ 47,496		\$	113,172
	Total E&R (paygo)	\$ 10,900	\$ 154,555	\$ 660,176	\$ 662,597	\$ 904,493	\$617,997	\$3,378,798	\$	6,389,516

Actual expenditures by year.

Excludes annual tank maintenance funding from capital outlay in operating fund.

There were \$2,260,264 of expenditures of S2009 WRB proceeds prior to FY2011.



Amendment to Capital Project Ordinances to Close Completed Projects and Provide Budget for EMS

Helicopter Project

# **Description**

The attached amends the budget for several capital projects completed under budget in order to close those projects and to provide \$169,082 to the EMS Helicopter budget. As discussed at the Board retreat in March, that project budgeted \$1,000,000 for the sale of the old helicopter based upon appraisals,. The old helicopter sold for \$457,142. After these adjustments, there remains \$373,775 to be provided.

# **Board Action Requested**

Adopt amendment to capital project ordinances.

# **Item Presenter**

David Clawson, Finance Director

# County of Dare, North Carolina Capital Project Ordinance

# for EMS Helicopter Project #60285

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

Section 1 The amendment is to amend the budget for project #60285 and to reduce the budgets for projects #60262, #60292, #60297, #60298, #60300, #60305 and #60306 in order to close those projects, which were completed under budget.

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

#### <u>Section 3</u> The following appropriations are increased/decreased for the projects:

Courthouse HVAC	615529-737432-60262	\$139,000 decrease
C&D Vehicles	615730-737429-60292	\$21,485 decrease
PW Fuel Tanks	615886-737432-60297	\$1,287 decrease
EMS Power Stretchers	615531-737432-60298	\$143 decrease
Fessenden Skate Park	615640-737433-60300	\$1,042 decrease
Detention Center Doors	615520-737433-60305	\$6,123 decrease
I.T. Data Switches	615445-737433-60306	\$2 decrease

# <u>Section 4</u> The following revenues are changed as indicated for the projects:

Courthouse HVAC transfer from Cap Reserve C&D Vehicles debt proceeds PW Fuel Tanks transfer from Cap Reserve EMS Power Strtchrs transfer from Cap Reserve Fessenden Skate transfer from Cap Reserve D Center Doors transfer from Cap Reserve I.T. Data Switches transfer from Cap Reserve	613090-492735-60262 613090-470100-60292 613090-492735-60297 613090-492735-60298 613090-492736-60300 613090-492736-60305 613090-492736-60306	\$139,000 decrease \$21,485 decrease \$1,287 decrease \$143 decrease \$1,042 decrease \$6,123 decrease \$2 decrease
HEMS transfer from Cap Reserve FY15	613090-492735-60285	\$140,430 increase
HEMS transfer from Cap Reserve FY16	613090-492736-60285	\$7,167 increase
HEMS debt proceeds FY14	613090-470100-60292	\$21,485 increase
HEMS sale of old HEMS	613090-471700-60285	\$169,082 decrease

Section 5 After these budget changes, there remains \$373,775 to be provided for project #60285 due to the sale of the old EMS helicopter at less than the amount expected from appraisals.

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

<u>Section 7</u> Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer, and the Clerk to the Board of Commissioners.

# County of Dare, North Carolina Capital Project Ordinance

Adopted this 6 <sup>th</sup> day of November 2017.	
	Chairman, Board of Commissioners
[SEAL]	Clerk to the Board of Commissioners



# Consent Agenda

# **Description**

- 1. Approval of Minutes (10.16.17)
- 2. Salvo Cemetery Grant Project Recommendation for Engineering and Construction Services
- 3. Petty Cash and Change Funds Policy and Ordinance
- 4. Rodanthe Radio Tower Cellular Lease
- 5. Duck Water Tower Cellular Lease
- 6. 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

5:00 p.m., October 16, 2017

Commissioners present: Chairman Robert Woodard, Vice Chairman Wally Overman

Jack Shea, Steve House, Rob Ross, Jim Tobin, Danny Couch

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten

Deputy County Manager/Finance Director, David Clawson

Public Information Officer, Dorothy Hester

Clerk to the Board, Gary Lee 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 5:00 p.m. He invited the Rev. David Morris from the Unitarian Universalist Congregation of the Outer Banks to share a prayer.

Before leading the Pledge of Allegiance to the flag, the Chairman reported that Pat Weston, who usually attends Commissioner meetings and faithfully serves the people of Hatteras Island, has recently lost her husband. He asked for a moment of silence to honor Jim Weston.

Note – some agenda items were handled out of sequential order to accommodate the time specific Public Hearing and Public Forum scheduled for 5:30 p.m.

#### ITEM 1 – OPENING REMARKS – CHAIRMAN'S UPDATE

Chairman Woodard mentioned the following items during his opening remarks -

- He shared a note from Susan Flythe thanking the Board for recognizing employees of the Cape Hatteras Electric Cooperative at the recent appreciation luncheon.
- Reported that he, Vice Chairman Overman, Commissioner Couch, and the County Manager met with officials from the College of the Albemarle (COA) to discuss plans for the Dare County campus. He noted that things are moving forward and Dare County has approved 7.5 million in its Capital Improvements Plan for potential new facilities. He added that an important part of this arrangement will be COA offering Dare County students the opportunity to receive a full two-year degree here in Dare County without having to travel to other COA campuses.

Dare County Board of Commissioners - October 16, 2017

- Clyde Gard was congratulated on his upcoming retirement from Public Works.
- The Chairman encouraged everyone to get involved in Veterans Week and provided information about this important endeavor to recognize Veterans.
- Gratitude was expressed that we live in the greatest nation in the world and enjoy the freedoms that we have. The Chairman said he is filled with patriotic pride every time we stand at Board meetings to recite the Pledge of Allegiance to the flag.

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

#### **ITEM 2 - PUBLIC COMMENTS**

The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center in Buxton. Citizen remarks can be seen in their entirety on the county website www.darenc.com. Following is a brief summary –

The following comment was made in Manteo -

 Rick McDonald, Store Manager of the Walmart in Kitty Hawk introduced himself to the Board and said his store wants to be involved with and help the community. He asked Commissioners for their insight on how Walmart should address the repeal of the plastic bag ban by the North Carolina Legislature

The following comment was made in Buxton -

2. Ron Tasso, President of the Kinnakeet Shores Property Owners Association, commented on increased taxes, which he said poses a financial burden that brings into question the viability of rental properties because most are losing money and are in financial distress. He said he was hoping for a decrease in taxes and expenditures, from this Board of Commissioners, which he has not seen. He encouraged the Board to increase revenue through growth in tourism and business.

# ITEM 3 - DARE SOIL AND WATER QUARTERLY REPORT

Ann Daisey on behalf of the Dare Soil & Water Conservation District briefed the Board on community outreach efforts. She commented on stream debris and drainage issues and outlined cost share programs and projects. Ms. Daisey provided background about a flooding problem at a culvert in the Village of Avon and explained what has been done to address Alligator Weed in East Lake. Commissioner Ross asked if the Soil & Water Conservation District has any thoughts on the repeal of the plastic bag ban. Ms. Daisey said she could not speak for the Supervisors, however, she noted that they are all environmentally inclined. She shared her personal experience as someone who actively picks up trash and said she believes the plastic bag ban has made a difference.

# ITEM 4 - DARE STORAGE LLC - ZONING TEXT AMENDMENT

Planning Director Donna Creef reported that Dr. William Adams, the owner of Dare Storage LLC, has filed a zoning text amendment application to add "group developments" to the list of uses allowed in the Skyco Neighborhood Commercial (SNC) District. She

Dare County Board of Commissioners - October 16, 2017

explained that Dr. Adams owns a storage warehouse facility comprised of several buildings on three parcels off Highway 324. She said after discussing with Dr. Adams his interest in constructing additional structures on the property, he applied for a text amendment to clarify the language to add group developments to the Skyco Neighborhood Commercial (SNC) District. Ms. Creef noted that the Planning Board voted to recommend approval of the text amendment and advised that a Public Hearing would be required in order for the Board of Commissioners to take action on the request.

# **MOTION**

Vice Chairman Overman motioned to schedule a Public Hearing for November 20, 2017 on the proposed text amendment submitted by Dare Storage LLC.

Commissioner Shea and Commissioner Tobin seconded the motion.

**VOTE:** AYES unanimous

#### ITEM 5 – OUTER BANKS DARE CHALLENGE LLC – ZONING TEXT AMENDMENT

The Planning Director presented a zoning text amendment application submitted by Outer Banks Dare Challenge LLC to add "residential recovery and treatment centers" to the list of uses allowed in the Highway 345 District since it does not allow this type of use. Ms. Creef reported that the Planning Board recommended approval and said a Public Hearing would be required in order for the Board of Commissioners to take action on the request.

#### MOTION

Vice Chairman Overman motioned to schedule a Public Hearing for November 20, 2017 on the proposed text amendment submitted by Outer Banks Dare Challenge LLC. Commissioner Couch and Commissioner House seconded the motion.

VOTE: AYES unanimous

# ITEM 6 - FLOOD MAP STATUS REPORT

Planning Director Donna Creef briefed the Board on the status of the flood maps and Community Rating System (CRS) outreach activities. She showcased a campaign that has been developed to create awareness of the importance of flood insurance featuring the catchphrase "Low Risk is not No Risk" so property owners are not lulled into a false sense of security due to the new flood maps. Ms. Creef also described work that is being done to address the Local Elevation Standard. By consensus, the Board directed the Planning Director to proceed with development of the Local Elevation Standard and bring back amendments that may be needed to zoning districts.

# ITEM 7 – PUBLIC HEARING – TRANSPORTATION DEPARTMENT NCDOT GRANT APPLICATIONS FOR FY2019 (Att. #1)

At 5:46 p.m., the Dare County Board of Commissioners held a Public Hearing to receive input concerning this agenda item. The County Manager conducted the hearing and explained the procedure for making comments in Manteo and via the video link to the Fessenden Center in Buxton. No one responded to the invitation to address the Board. Chairman Woodard closed the hearing at 5:46 p.m.

# **MOTION**

Commissioner Shea motioned to approve the grant applications and authorize the signing of all necessary resolutions and documents.

Commissioner House seconded the motion.

**VOTE: AYES unanimous** 

# ITEM 8 – PUBLIC FORUM – PUBLIC INPUT ON PLANS FOR DEVELOPMENT OF THE COLLEGE OF THE ALBEMARLE (COA) DARE COUNTY CAMPUS

At 5:47 p.m., the Dare County Board of Commissioners held a Public Forum to receive input concerning this agenda item. The Manager conducted the forum and explained the procedure for making comments in Manteo and via the video link to the Fessenden Center in Buxton. Following is a brief summary of the comments that were made - - -

The following people spoke at Manteo –

- 1. Tom Murphy recommended changes in the governance structure of how decisions are made about the Dare County campus of COA. He recommended that a steering committee be created to take local concerns and recommendations to the COA Board of Trustees in Elizabeth City and offered to be part of this discussion.
- 2. Rogelio Lopez said he was inspired by his teacher to see how local government operates and noted that he would like to see more participation by the general public. He added that other students will be very interested in hearing about this.
- 3. Willo Kelly, on behalf of the Outer Banks Homebuilders Association, advocated that COA consider a skills based education. She noted that jobs exist for various trades in the home building industry and explained that trade skills need to be taught in Dare County. She asked that these important trade skills not be overlooked.
- 4. Dr. Robert Wynegar, President of the College of the Albemarle, said COA is grateful for the opportunity to partner with Dare County to upgrade facilities and provide more and better services to the people of Dare County. He noted that COA has an administrator at the Dare County campus who makes local decisions in addition to those made in Elizabeth City. Dr. Wynegar explained that community colleges contribute to economic development and expressed optimism that COA will have a positive impact on this for Dare County.
- 5. Malcolm Fearing cited the value of various educational assets on Roanoke Island noting that competition for funds is very stringent. He said we need a conversation about each of our Roanoke Island assets and what can be accomplished by coordinating educational offerings from elementary school to high school and beyond.
- 6. Joe Tauber, a member of the Dare County School Board, reminded that it is our obligation to assure the success of all Dare County students and expressed hope

that COA will be able to play a role in this. He explained that not every student will go to college, which is why training for trade skills is so important. He said the value of a trade skill education needs to be an important topic of discussion between parents and students. Mr. Tauber said we cannot let an opportunity like this slip by because we are at a crossroads in engaging the future of Dare County students.

7. Ervin Bateman, on behalf of the restaurants he owns and operates, cited the need for an educational curriculum that offers a culinary program to assist our businesses. He said this would be beneficial for the hospitality and tourism industry of Dare County. Mr. Bateman explained that our young people are the greatest asset we have and noted that he has employees that attend COA who had to drive all the way to Elizabeth City during a recent storm in order to attend classes.

There were no comments from the Fessenden Center in Buxton

The Chairman thanked everyone who spoke and closed the Public Forum at 6:09 p.m.

#### ITEM 9 – CONSENT AGENDA

The Manager announced the items as they were visually displayed in the meeting room. Note: a separate motion, shown below, made changes to Consent Item 6 (2018 Schedule) **MOTION** 

Commissioner Shea motioned to approve the Consent Agenda:

- 1) Approval of Minutes (10.02.17) (Att. #2)
- 2) NCDOT Encroachment Agreement Nor Banks Inc., 1310 Duck Road
- 3) DCDHHS, Public Health Division Additional Healthy Communities Funding
- 4) DCDHHS, Public Health Division Community Health Grant
- 5) DCDHHS, Public Health Division Tobacco Prevention
- 6) Schedule of Meeting Dates for 2018

Commissioner House seconded the motion.

**VOTE:** AYES unanimous

During the presentation of the Consent Agenda, the Board discussed making changes to the January dates on the proposed 2018 meeting schedule due to the holidays. The Board agreed to revise the January schedule as reflected in the following motion - **MOTION** 

Commissioner Couch motioned to adopt the proposed 2018 meeting schedule with a change in the January dates for meetings to be held on January 8 and January 22. Commissioner Shea seconded the motion.

**VOTE: AYES unanimous** 

#### ITEM 10 - BOARD APPOINTMENTS

1) Veterans Advisory Council

Commissioner Shea motioned to appoint Frederick Lamm to fill a vacancy. Commissioner House seconded the motion.

**VOTE:** AYES unanimous

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# 2) Zoning Board of Adjustment

Commissioner Couch motioned to appoint Shelly Jones to fill a vacancy.

Commissioner House seconded the motion.

**VOTE: AYES unanimous** 

#### ITEM 11 - 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.

<u>Commissioner Couch</u> – expressed condolences regarding the death of Jim Weston. He thanked Commissioner Ross for his willingness to participate in the stakeholder meetings for the upcoming NCDOT passenger ferry service. Commissioner Couch gave an update on Shelly Island.

<u>Commissioner Shea</u> – voiced hope that people will contribute generously to the relief effort to help those that were impacted by recent storms. He reminded everyone that but for the grace of God; Dare County could have suffered a direct hit.

Vice Chairman Overman – no additional comments.

Commissioner House – briefed the Board on the Dare County Youth Council science fair. He also shared results of an analysis of youth crime that was presented at a recent meeting of the Juvenile Crime Prevention Council. Commissioner House reported on an impromptu meeting that he and Harry Schiffman had with Senator Burr about Oregon Inlet. It was noted that the Kitty Hawk beach nourishment project is going well. Congratulations were extended to Clyde Gard on his upcoming retirement. Commissioner House wished Kitty Hawk Fire Chief Spivey a happy retirement. As the Pet of the Week video was showcased, Commissioner House encouraged people to consider adopting a pet from the Dare County Animal Shelter.

Commissioner Ross – cited the tremendous success of this year's Student Summer Reading Program at Dare County Libraries. He acknowledged the efforts of the dedicated library staff and thanked them for spearheading a program so that children without library cards will be able to access online material. Commissioner Ross announced that he will be attending the upcoming meeting of the SPCA Board of Directors. He said the Albemarle Commission is working on a new building initiative and considering leasing a facility. He added that as plans develop he will bring back an update. Commissioner Ross mentioned the upcoming Outer Banks Seafood Festival and gave details about the annual Festival of Winter Lights.

<u>Commissioner Tobin</u> – made remarks about the status of Oregon Inlet and cited theories as to why shoaling is occurring at the center span during construction of the Bonner Bridge. Commissioner Tobin gave a positive report about the inspection he recently did of Peak Resources as a member of the Nursing Home Community Advisory Board. He noted

that he and others will be attending a dredging meeting in New Bern. Commissioner Tobin briefed the Board on a call he received from Representative Boswell about the status of Senate Bill 656, known as the Electoral Freedom Act. He also commented on the Public Forum concerning plans for the COA Dare County Campus and added that he and Rep. Boswell are interested to see if Vidant might be willing to participate in a public/private endeavor to provide x-ray technician training and opportunities for Dare County students.

<u>Chairman Woodard</u> – noted that he and Vice Chairman Overman recently spent time with Senator Burr addressing Dare County issues. The Chairman expressed willingness to reach out to NCDOT Secretary Trogdon with Congressman Jones' office concerning the issues that were raised about Oregon Inlet and asked Commissioner Tobin to keep him posted on survey results. The Chairman thanked each Commissioner for being totally involved and giving of their time and talent by faithfully serving on committees throughout the community. Chairman Woodard announced the appointment of a Governance Committee to work in conjunction with the Audit Committee. He said the group will consist of Commissioner Shea, Commissioner Ross, and CPA Teresa Osborne, all of which he said already serve on the Audit Committee.

#### MANAGER'S/ATTORNEY'S BUSINESS

1. The County Manager explained that the County has a contract with SouthData to provide mailing and printing services for the Tax Department, which needs Board approval because it is a multi-year agreement.

# **MOTION**

Commissioner Shea motioned to approve the contract.

Vice Chairman Overman seconded the motion.

**VOTE: AYES unanimous** 

2. Mr. Outten reported that motor vehicle records of new employees are verified as part of the hiring process. He said an agreement is already in place with NCDOT and presented a recurring contract with Virginia DMV to provide the same service. He requested Board approval since it is a recurring contract that renews automatically.

### **MOTION**

Commissioner Shea motioned to approve the agreement.

Vice Chairman Overman and Commissioner House seconded the motion.

**VOTE: AYES unanimous** 

#### ITEM 12 - CLOSED SESSION

The need was announced for a Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the County to preserve the attorney-client privilege including the matter involving Sink v. Dare County and Linc v. Dare County, and pursuant to NCGS 143-318.11(a)(5) to consider the acquisition of real property, and pursuant to NCGS 143-318.11(a)(6) to consider a personnel matter, and approve previous Closed Session minutes.

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# **MOTION**

Commissioner Shea motioned to go into Closed Session pursuant to the provisions of the North Carolina General Statutes cited by the County Manager.

Commissioner House seconded the motion.

**VOTE: AYES unanimous** 

At 7:09 p.m., the Commissioners exited the room to meet in Closed Session. They reconvened at 9:21 p.m. and Mr. Outten reported that during the Closed Session the Board approved previous Closed Session Minutes, consulted with the County Attorney including the matter involving Sink v. Dare County and Linc v. Dare County, considered the acquisition of real property, considered a personnel matter, and took no other action.

Prior to adjournment, Public Information Officer Dorothy Hester provided details about One-Stop early voting.

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

#### MOTION

Commissioner Shea and Commissioner House motioned to adjourn the meeting. Commissioner Tobin and Vice Chairman Overman seconded the motion.

**VOTE: AYES unanimous** 

At 9:22 p.m., the Board of Commissioners adjourned until 9:00 a.m., November 6, 2017.

	Respectfully submitted,
[SEAL]	
	By: Gary Lee Gross, Clerk to the Board
APPROVED:	By: Robert Woodard, Chairman Dare County Board of Commissioners



Salvo Cemetery Grant Project Recommendation for Engineering and Construction Services

### **Description**

Dare County published a Request for Letters of Interest for a private engineering firm for design and construction management services at the Salvo Community Cemetery, under Grant Contract No. 7318 between Dare County and North Carolina Department of Environmental Quality.

On October 19, 2017, a review committee met to review the Letters of Interest, received in response to the published request. Committee members were Mary Helen Goodloe-Murphy, Vice President of Rodanthe-Waves-Salvo Civic Association, Inc., Jennifer Creech, President of the Hatteras Island Genealogical and Historical Society, and Dustin Peele, Dare County Purchasing Agent.

### **Board Action Requested**

Approve recommendation and authorize County Manager to begin contract negotiations with Albemarle and Associates.

#### **Item Presenter**

Robert Outten - County Manager

## Rodanthe-Waves-Salvo Civic Association

P.O. Box 323, Rodanthe, NC 27968

October 26, 2017

Robert L. Outten, County Manager Dare County P.O. Box 1000 Manteo, NC 27968

Re:

Salvo Cemetery Project

Grant Contract No. 7318 between

Dare County and the NC Department of Environmental Quality

Dear Mr. Outten:

The Board of Directors of the Rodanthe-Waves-Salvo Civic Association recommends that Albemarle & Associates, Ltd., Kill Devil Hills, N.C., be selected as the engineering firm for the Salvo Cemetery Project, Grant Contract No. 7318, and that Dare County open fee negotiations with the firm.

In a meeting on Oct. 26, 2017, the board received the attached report from the committee which reviewed three submissions in response to the county's Request for Letter of Interest. The board voted unanimously to make the above recommendation.

Sincerely,

Wayne Codding

President, Board of Directors

Rodanthe-Waves-Salvo Civic Association



Petty Cash and Change Funds Policy and Ordinance

## **Description**

HB44, 2015 Session, requires local governments to establish petty cash and electronic transaction policies in accordance with rules adopted by the NC Local Government Commission (LGC). Rules have been adopted for petty cash funds, therefore a petty cash policy and ordinance are attached, both based upon LGC recommendations.

The LGC has not yet adopted rules for electronic transactions. An electronic transaction policy and ordinance will be presented after that occurs.

### **Board Action Requested**

Adopt the attached policy and approve the attached Ordinance.

## **Item Presenter**

David Clawson, Finance Director

#### County of Dare, North Carolina

Board Adopted mm/dd/yyyy

#### PETTY CASH FUNDS AND CASH CHANGE FUNDS POLICY

#### **Policy Statement**

Petty Cash Funds and Cash Change Funds are authorized funds to enable departments to manage minor departmental expenditures or to provide change to citizens and customers when they are paying in cash for taxes and goods and services.

This policy provides guidance for the establishment and maintenance of petty cash funds and cash change funds, including appropriate uses, safekeeping, and audit.

## **Establishing a Petty Cash Fund or Cash Change Fund**

To establish a petty cash fund or cash change fund, the department head will submit a request to the Department of Finance justifying the need, the method of safekeeping, the amount needed and the individual responsible for the administration of the fund (custodian).

Upon review and approval by the Finance Director (or delegate), a check will be issued to the custodian who will then administer the fund, implement proper controls to safeguard the cash, and use it for the intended purposes.

#### **Petty Cash Funds**

#### Maintaining a petty cash fund

Maintaining a petty cash fund includes timely replenishing and increasing or decreasing the authorized amount as needed.

The petty cash fund will be reconciled and reimbursed when the cash is depleted to the extent requiring replenishment and at the end of each fiscal year. To replenish a petty cash fund, the petty cash custodian will:

- Gather receipts for all payments made from the petty cash fund. All requests for reimbursement must include original receipts. Receipts must include the vendor name, date of purchase, description of item or service purchased, total cost, and a clear indication that the charge has been paid.
- Complete a Check Voucher and submit to Accounts Payable with receipts attached. Accounts Payable will review, approve account charges, and issue a check to the petty cash custodian.
- Overage or shortage amounts must be properly reported. Any shortage is to be included in the
  amount to be replenished. Any overage is to be deposited in the County's General Fund bank
  account and may not be used to increase the size of the Petty Cash Fund. Frequent overages or
  shortages will be considered an indication that the Petty Cash Fund is not being properly
  managed and will be investigated by the Department of Finance.

Due to increased activity, a department may need to increase an established petty cash fund. The department head will submit a request to the Department of Finance justifying the need for an increase in the petty cash fund. Upon approval by the Department of Finance, a check will be issued to the petty cash custodian.

If an established petty cash fund needs to be reduced due to decreased level of activity or closed due to no longer being required, the petty cash custodian will deposit the excess cash in the County's General Fund bank account.

#### Appropriate uses of petty cash

The use of petty cash is intended to expedite minor purchases and minimize accounting costs. Expenditures of fifty dollars (\$50) or less (including sales tax) can be made through the use of petty cash. Petty cash must only be used when the expenditure is clearly for a public purpose and the person initiating its use is certain that funds have been appropriated for the expenditure.

Petty cash funds will not be used for:

- purchases that exceed the \$50 limit,
- payments for personal services that would be considered either wages or independent contractor payments,
- travel advances,
- travel reimbursements.

#### **Cash Change Funds**

#### Maintaining a cash change fund

Cash change funds are to be used only for the purpose of providing change to citizens and customers when they are paying in cash for taxes and goods and services.

Cash change funds must be counted and balanced daily.

#### <u>Safekeeping and Control of Petty Cash Funds and Cash Change Funds</u>

Department heads are responsible for the proper safeguarding and use of monies entrusted to their departments. Administration of the funds may be delegated to a custodian within the department. Funds are to be secured at all times in a locked place.

#### **Audit of Petty Cash Funds and Cash Change Funds**

Petty Cash Funds and Cash Change Funds are subject to periodic audits by the Department of Finance. Recurring audit findings may result in a fund being closed. The custodian is responsible for ensuring that cash on hand, plus receipts for a Petty Cash Fund, equals the authorized amount of the fund at all times.

## AN ORDINANCE AUTHORIZING THE USE OF PETTY CASH FUNDS AND CASH CHANGE FUNDS

**WHEREAS**, it is the desire of the Board of Commissioners that all public funds of the County of Dare, NC (hereafter the "County") be maintained in a secure, efficient and effective manner; and

**WHEREAS**, North Carolina General Statue 159-28(d)(4) states that a local government or public authority may pay a bill, invoice, salary, or other claim by cash, if the local government has adopted an ordinance authorizing the use of cash and specifying the limits of the use of cash; and

WHEREAS, the use of Petty Cash Funds and Cash Change Funds has been a standard operating practice in local governments to facilitate improved operations by providing availability to cash 1) for small purchases where it is not practical, possible or efficient to make the purchase with a purchasing card or check request and 2) to provide change to citizens and customers; and

WHEREAS, the Finance Director has prepared a Petty Cash Funds and Cash Change Funds Policy establishing limits, internal controls, and procedures for the payment of bills, invoices, and other claims under \$50 by cash from a Petty Cash Fund and establishing limits, internal controls, and procedures for providing change to citizens and customers paying in cash for taxes and good and services from a Cash Change Fund;

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

**Section 1.** The Petty Cash Fund and Cash Change Fund Policy prepared by the Finance Director, a copy of which is attached to this Ordinance, is hereby approved. The Finance Director shall be and is hereby authorized to revise the policy from time to time and will provide a copy as revised to the designated custodians of the Petty Cash Funds and Cash Change Funds and to the Board of Commissioners at its next meeting.

**Section 2.** Petty Cash Funds and Cash Change Funds may be authorized by the Finance Director and held by custodians as specified and restricted by the Petty Cash Fund and Cash Change Fund Policy.

**Section 3.** It shall be the policy of the County that no payments may be made from Petty Cash Funds unless in compliance will all procurement laws and policies; that all payments made from Petty Cash Funds be supported by proper documentation and receipts as required by the Policy prepared by the Finance Director; that no loans or advances be made to employees or Board of Commissioners members from Petty Cash Funds; and that no amount that may be categorized as employee compensation, contracted services, or as travel advances or travel reimbursements may be paid in cash.

**Section 4.** It shall be the policy of the County that Cash Change Funds will be used only for the purpose of providing change to citizens and customers.

**Section 5.** This ordinance shall take effect immediately upon its passage.

Adopted this the day of	, 2017.	
		Robert Woodard, Chairman
	ATTEST:	
		Gary Gross, Clerk to the Board



Rodanthe Radio Tower Cellular Lease

## **Description**

A notice to the public was placed on September 27, 2017 in the Coastland Times expressing Dare County's intent to enter into a lease agreement with US Cellular. The property is located at 24297 Atlantic Drive, Rodanthe, NC, 27968. The term is for five (5) years beginning on March 1, 2020 with an option to renew for an additional five (5) years. The annual payment will be \$30,600.

### **Board Action Requested**

Approve Lease with US Cellular and authorize County Manager to sign.

## **Item Presenter**

Robert Outten - County Manager

Market: North Carolina Cell Site Number: 556331 Cell Site Name: Rodanthe Fixed Asset Number:

# LICENSE AGREEMENT FOR PLACEMENT OF RADIO COMMUNICATION EQUIPMENT UPON DARE COUNTY-OWNED TOWERS

THIS AGREEMENT made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the County of Dare, a body politic, (hereinafter referred to as County), and USCOC of Greater North Carolina, LLC, a Delaware limited liability company, with an address of Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 (hereinafter referred to as Licensee).

#### WITNESSETH:

WHEREAS, County owns the property described as the premises below; and

WHEREAS, Licensee desires to erect, install, maintain and operated the radio communication equipment described in Exhibit B, attached hereto and incorporated herein by reference as if fully set out, upon the tower located on the premises; and

WHEREAS, County has agreed to grant unto Licensee a non-exclusive license to install, maintain and operate radio communication equipment upon the premises pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

- 1. Premises: The premises shall be the property described in Exhibit A attached hereto together with the communications tower (hereinafter referred to as Tower) located upon such premises together with any road, roadways, or easements to which County has ownership or control for the purpose of allowing Licensee access to the premises for the purposes contained herein and to allow access for such utilities as may be necessary for Licensee to use the premises for the purposes set forth herein.
- 2. Use: Subject to the terms and conditions hereof, County grants to the Licensee the non-exclusive license to install, maintain and operate the radio communications equipment described in Exhibit B attached hereto (hereinafter referred to as "Equipment") upon the tower located upon the premises described above and to the ancillary structures described in Exhibit C and County grants to the licensee the non-exclusive license to construct, maintain, and operate ancillary structures on the premises. Licensee's use of the premises shall be non-exclusive and shall not interfere with other uses located upon the premises. Licensee further acknowledges and agrees that the primary use of the premises is for a communications tower and Fire and EMS station for County and that in no event shall Licensee's use of the premises interfere with the primary use of the property or for any other purpose for which County may use the premises or the tower located upon the premises, including the installation of communication equipment used on behalf of County, its departments or agencies, or other government agencies, now or in the future.
  - 3. The parties agree that should the County determine, in its sole discretion, that the performance

of this Agreement interferes with the primary function of the premises or with any other uses of the premises or tower for County purposes, or is otherwise inconsistent with the best interests of the County, the County shall notify Licensee and Licensee shall have ninety (90) days to respond to such determination. If the said response is not acceptable for any reason in the sole judgment of the County, County may terminate this Agreement, and Licensee must completely vacate the site by the expiration of one hundred and eighty (180) days from the date of notice of County's determination. However, County may not terminate this Agreement for the purpose of leasing or licensing Licensee's vacated tower space after such termination to a direct competitor of Licensee. Nor shall "best interests of the County" be deemed to include obtaining increased Rent. Licensee shall have no right to any cause of action for County's termination of this Agreement under this provision.

If Licensee determines, in its sole judgment, that the operation of the tower by County, or the use of the tower or the premises for County purposes is creating interference with Licensee's use and operation of the facilities at the site, Licensee may terminate this agreement by giving County ninety (90) days written notice. Upon giving of such notice, Licensee shall have ninety (90) days in which to remove all of its equipment and facilities from the premises.

- 4. Any ancillary ground structures are the responsibility of the Licensee and shall be described in Exhibit C. The exact location of such improvements shall be approved in advance by County and no construction shall begin until such approval has been given. Licensee agrees that any such structure will be built to accommodate one (1) licensee.
- 5. Access to Premises: During the term of this Agreement, Licensee shall be granted access to the premises for the purpose of construction, operation, repair, and maintenance of the equipment installed pursuant to the terms of this Agreement. This access will be twenty-four (24) hours a day, seven (7) days a week through an access gate designated by County. Should Licensee require a different gate for any reasonable purpose, Licensee will be allowed to use an alternate entrance only if authorized by the County..
- 6. The initial term of this Agreement shall be for a period of five (5) years commencing upon March 1, 2019 and terminating on the fifth (5<sup>th)</sup> anniversary from such date. Thereafter, the term of this Agreement shall automatically be renewed for one (1) additional five-year term, unless Licensee shall, within sixty (60) days from the expiration of the given term, provide written notice to County that it does not desire to renew this Agreement.
  - 7. Rent: Licensee shall pay County, as rent: The sum of \$2,550.00 per month.

Commencing on March 1, 2019, such rent shall be payable on or before the fifth (5<sup>th</sup>) day of each calendar month in advance to County at the address specified below. If this Agreement commences on a day other than the first day of a month, the rental payment shall be pro-rated for that month according to the number of days from the commencement date to the end of that month and shall be payable on the commencement date. The initial rent payment will be forwarded by Licensee to County within forty-five (45) days after the commencement date.

- 8. In the event that this Agreement is terminated on a date other than the last day of a month, the rent shall be pro-rated as of the date of termination and in the event of termination for any reason other than non-payment of rent any prepaid rents shall be refunded to Licensee.
- 9. Beginning March 1, 2020, the annual rent increase shall be equal to the rent paid for the previous year increased by three percent (3%). Unless otherwise provided for herein, all other terms and conditions of this Agreement shall remain the same and shall be binding for each renewal term unless

modified by written agreement of both parties.

- 10. Interference: In the event that the operations of Licensee under this Agreement interfere with the transmitting or receiving of radio, television, telephone, or other electronic signals or devices existing on the site prior to the date of this Agreement, or which are owned by County or its agents and installed by them at any time, Licensee shall, at its own expense after written notice from County, correct such interference. In the event that such interference is not corrected, within ninety (90) days, County shall have the right to terminate as provided in paragraph 3 above. This provision shall not apply to brief and reasonable test periods where the sources of the interference are being determined for purposes of suppression. In the event that any device installed on the site after the date hereof by another Licensee and not on behalf of County, shall interfere with Licensee's transmission or reception, County shall cause such interference to be eliminated as soon as reasonably possible at no cost to Licensee. In the event that such interference does not cease within a reasonable period, the parties acknowledge that in addition to any other rights Licensee may have at law or equity, Licensee shall have the right to terminate this Agreement.
- 11. Operation of Equipment: Licensee shall operate its equipment during the term hereof in compliance with all present and future rules and regulations imposed by any local, State or Federal authority having jurisdiction with respect thereto, including, without limitation, rules and regulations of the Federal Communications Commission (hereinafter referred to as the FCC) and the Federal Aviation Administration (hereinafter referred to as the FAA) prior to installation of its equipment or making any modifications or changes to its equipment, if any, Licensee shall comply with the following:
  - I. Licensee shall submit all plans to County for approval;
- II. Prior to commencement of any work, Licensee shall obtain County's written approval and the required approvals of all Federal, State and local agencies. Licensee shall promptly deliver to County, written proof of its compliance with all applicable Federal, State and local laws, rules and regulations in connection with any installation, changes or modifications of equipment;
- III. All the installations, modifications or changes to Licensee's equipment shall conform with County's design specifications and requirements, including weight and wind load requirements. Licensee will pay for a Structural Analysis by a qualified service provider for the initial equipment installation and for subsequent modifications or changes at the county's discretion.
- IV. All of Licensee's equipment shall be clearly marked to show Licensee's name, address, telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency and location. All cabling shall be identified in the same manner at the bottom and top of each transmission line. All cabling shall be installed in location and tower face approved by County.
- 12. In all matters where County's approval is required and County should determine in its reasonable discretion that a possibility or a threat of interference or other disruption of the business of County or other existing Licensees exists, County shall have the absolute right to withhold consent.
- 13. Licensee shall at its sole cost and expense obtain its own electrical power supply and other required utilities directly from the appropriate public utility company. Licensee hereby agrees that all power lines and utility lines installed by Licensee shall be located as directed by County. All necessary easements are the sole responsibility of the Licensee.
- 14. In the event that a zoning variance, special use permit or some other governmental approval is required in connection with the installation of or any proposed modification to Licensee's equipment,

Licensee shall be solely responsible for obtaining the appropriate approval.

#### 15. Maintenance of Tower Facilities:

- A. County agrees to maintain the tower in a safe and proper working condition in accordance with all applicable rules and regulations of the FAA. All costs incurred in connection with lighting, painting, repairing, and maintaining the tower shall be the responsibility of County. County will provide Licensee with no less than thirty (30) days written notice prior to any non-emergency painting, repair or other maintenance with respect to the tower. During any painting, repair or other maintenance to the tower or during any other time in which Licensee is unable to operate its antenna facilities upon the premises, Licensee shall have the right to install a temporary tower "cell on wheels" (hereinafter referred to as COW) on the property, so long as such COW does not interfere with other uses of the premises. County agrees to inspect and monitor any required tower lights and automatic alarm systems that are required at such times that are necessary to insure proper operation in accordance with any regulatory requirements. In the event any top steady burning light or any flashing construction light, required to be upon the tower, ceases to function properly, County shall notify Licensee and the nearest FAA flight service station and when such light is repaired, County shall notify Licensee and the FAA flight service station. Notwithstanding the foregoing, County shall have no responsibility for any lighting which is required as a result of the installation of equipment installed by Licensee. The responsibility for maintaining lighting upon Licensee's equipment or which is required to be installed as a result of the installation of Licensee's equipment shall be the responsibility of Licensee and Licensee agrees to indemnify and hold harmless County from same and from any liability resulting from its failure to so maintain such lighting.
- B. All trade fixtures and equipment installed by Licensee, if any, for its purposes, whether or not attached to the premises shall be the property of Licensee and will be removable at any time during the term of this Agreement or at the expiration or termination hereof. County shall have no right or claim to any insurance proceeds payable on account of any damage or destruction to any of the property of Licensee.
- C. Any easements or rights granted to Licensee, unless otherwise provided herein, shall continue for a period of ninety (90) days after the expiration or termination of this Agreement in order to provide Licensee with sufficient time to remove its property and equipment from County's property.
- 16. Damage or Destruction to Site: In the event the site or any part thereof is damaged or destroyed by the elements or any cause, County may elect to repair, rebuild or restore the site or any part thereof, to the same condition that it was immediately prior to such casualty. In such event, the rental payments required herein shall cease as of the date of such casualty until the site, in Licensee's opinion, is restored to a usable condition for Licensee's operation. County shall also have the right to elect not to repair the site and upon such election, County shall send to Licensee, a notice of cancellation of this agreement within thirty (30) days of such casualty. In the event that County fails to give Licensee notice of its intention to repair the site within such thirty (30) day period or in the event that County has failed to repair the site within one hundred eighty (180) days after the day of the casualty, Licensee may terminate this Agreement by giving written notice thereof to County within five (5) days of such thirty (30) day or one hundred eighty (180) day period, as the case may be. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty. County shall not be responsible or liable to Licensee for any loss, damage or expense it may be occasioned by, through or in connection with any acts, omissions or other Licensees occupying the site or for any structural failure or power failure by the destruction or damage to the site.
  - 17. Removal of Antenna Facilities Upon Termination: Following any termination or expiration

of this Agreement, Licensee shall remove all of its antenna facilities and ancillary structures. In performing such removal, Licensee shall restore the premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the antenna facilities upon the premises, ordinary wear and tear accepted. If Licensee fails to remove such antenna facilities and ancillary structures within ninety (90) days after the expiration or termination of this Agreement, a \$100.00 per day penalty shall be imposed and County may remove and dispose of the antenna facilities and ancillary structures. In the event County is required to remove and dispose such antenna facilities and ancillary structures, Licensee shall reimburse County for the reasonable costs and expenses for such removal and restoration of the premises and such expenses shall be in addition to the \$100.00 per day penalty set forth above. In addition thereto, in such event, County shall deem the antenna facilities abandoned and such antenna facilities and ancillary structures shall become the property of County.

- 18. Termination: In addition to any other provision of this Agreement which provides for termination, this Agreement may be terminated, without penalty or liability, as follows:
- A. By County in the event of a failure or refusal of Licensee to pay rent or other payment within ten business (10) days after written notice that such payment is due and has been mailed by County to Licensee:
- B. By either party upon the non-monetary default of any covenant, term or condition of this Agreement which is not cured within sixty (60) days of receipt of written notice of default, without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement;
- C. By Licensee upon thirty (30) days prior written notice if it is unable to obtain or maintain any license, permit or other approval necessary to the operation of the antenna facility or Licensee's business:
- D. By Licensee upon ninety (90) days written notice that the premises are or become unacceptable under Licensee's design or engineering specifications for its use of the antenna facilities;
- E. Upon termination of this Agreement by County pursuant to this paragraph or pursuant to any other provision of this Agreement, such termination shall end all of County's responsibilities and liabilities to Licensee and County's sole liability to Licensee for such termination shall be the return of any prepaid rental payments.
- 19. Default: In the event of Licensee's default hereunder, such default being a breach of any of the terms and conditions contained herein; abandonment of either the equipment or that portion of the site upon which the equipment is installed; the filing of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an Order for relief entered with respect to Licensee, or seeking reorganization, arrangement, adjustment, lining up, liquidation, dissolution, composition or other relief with respect to Licensee or its debts; or the making by Licensee of any assignment or any other arrangement for the general benefit of creditors under any State Statute, upon such default, County shall be entitled at its option, to terminate this Agreement and remove Licensee's equipment, improvements and personal properties located at the site at Licensee's cost and expense, and shall be entitled to recover from Licensee all rents due for the remainder of the term of this agreement. In the event that County should, as a result of Licensee's default, incur any costs or expenses on behalf of Licensee or incur or in connection with Licensee's obligations hereunder, such sums shall be immediately due to County as an additional fee hereunder, such costs and expenses to include any reasonable attorney's fees associated

with the enforcement of the terms and conditions contained herein.

20. Taxes: Licensee shall pay any portion of personal property attributable to the antenna facilities during the term of this Agreement. Licensee shall not be responsible for any taxes attributable to any period prior the commencement date. Licensee shall also pay any increase in real estate taxes levied against the premises which is directly attributable to Licensee's use of the premises. County agrees to furnish proof of such increase to Licensee in a form reasonably satisfactory to Licensee.

#### 21. Insurance:

- A. Licensee shall provide comprehensive general liability insurance in an aggregate amount of \$3,000,000.00, such policy to include coverage for bodily injury, including death, arising from any one occurrence and such insurance shall name County as an additional insured on the policy. Licensee may satisfy this requirement by obtaining an appropriate endorsement to any umbrella policy or liability insurance that Licensee may maintain.
- B. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risk numerated in a standard "all risk" insurance policy, and, in the event of such insured loss, neither parties' insurance company shall have a subrogated claim against the other.
- 22. Hold Harmless: Licensee shall be liable to County for any damage to the tower or to any equipment located on the tower arising out of or in connection with Licensee's use or occupancy of the tower and premises.
- 23. Notices: All notices, demands or other communications hereunder shall be in writing and shall deemed given if personally delivered or mailed, certified mail, return receipt requested or by overnight carrier to the following addresses:

If to County: County Manager, County of Dare, P. O. Box 1000, Manteo, NC 27954;

If to Licensee:

USCOC of Greater North Carolina, LLC Attention: Real Estate Lease Administration 8410 West Bryn Mawr Avenue Chicago, Illinois 60631

Phone: 1-866-573-4544

- 24. Title and Quiet Enjoyment: County wants and has the full right, power and authority to execute this Agreement and has good and other unencumbered fee simple title to the premises free of any liens or mortgages and subject only to the rights of others who are currently using the premises for communication equipment. County further warrants that the premises may be leased without the need for any subdivision or plotting approval. In the event a change in the zoning of the premises or other governmental regulation prevents or limits Licensee from using the premises for its intended purposes, Licensee shall have the right to terminate this Agreement upon written notice to County.
- 25. Title Insurance. Licensee has the right to obtain a title report or commitment from a leasehold title policy from a title insurance company of its choice. If, in the opinion of Licensee, such

title report shows any defects of title or any liens or encumbrances which may adversely affect Licensee's use of the premises or Licensee's ability to obtain leasehold financing, Licensee shall have the right to terminate this Agreement upon written notice to County.

- 26. Surveys. Licensee shall have the right to have the premises surveyed and in the event that any defects are shown by the survey, which in the opinion of Licensee may adversely affect Licensee's use of the premises or ability to obtain leasehold financing, Licensee shall have the right to terminate this Agreement upon written notice to County.
- 27. Environmental Audit. Licensee shall have the right to have any environmental audit performed and in the event that conditions exist which, in the opinion of Licensee, may adversely affect Licensee's use of the premises or ability to obtain leasehold financing, Licensee shall have the right to terminate this Agreement upon written notice to County.
- 28. Assignment: Licensee may assign this Agreement or sublet the premises, or a portion of the premises, its communication facilities or any improvements it has made to the premises upon written notice to County. Any such sub-lease that is entered into by Licensee shall be subject to the provisions of this Agreement and shall not release Licensee from its obligations hereunder. Licensee may, upon notice to County, mortgage or grant a security interest in this Agreement and the antenna facilities and may assign this Agreement and the antenna facilities to any such mortgagee or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"). In such event, County shall execute such consent to leasehold financing as may be reasonably required by Mortgagee so long as such consent does not result in any liens or encumbrances upon County's property or otherwise impair County's use of its property or subject its property to the obligations of Licensee.
- 29. Successors and Assigns. This Agreement shall run with the premises described in Exhibit A and shall be binding upon and inure to the benefit of the parties, their respective successors or personal represents and assigns.
- 30. Waiver of Liens. County hereby waives any and all lien rights it may have, statutory or otherwise, concerning the antenna facilities or any portion thereof, which shall be deemed personal property for the purpose of this Agreement, regardless of whether or not the same is deemed real or personal property under applicable laws, and County gives Licensee the right to remove all or any portions of same from time to time in Licensee's sole discretion and without County's consent.
- 31. Mechanic's Liens: Licensee shall not suffer or permit any mechanic's, laborers or materialman's liens to be filed against the premises including the tower or any part thereof by reason of work, labor, services or materials requested and supplies claimed to have been requested by Licensee; and if such lien shall be at any time so filed, within sixty (60) days after notice of the filing thereof, Licensee shall cause such lien to be canceled and discharged of record.
- 32. Entire Agreement: All of the representations and obligations of the parties are contained herein. There are no representations or understandings of any kind not set forth in this Agreement. Any amendments to this Agreement must be made in writing and executed by both parties.
- 33. Governing Law: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of North Carolina and that any actions to enforce this Agreement shall be commenced in the general Court of Justice in Dare County, North Carolina.
- 34. Severability: If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

- 35. Further Assurances: Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and interest as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in any manner contemplated hereby.
- 36. Non-Recourse: The Parties' liability hereunder shall be limited to any insurance coverage that it may have.

#### 37. Miscellaneous:

- A. County, upon request, shall supply Licensee with the most recent architectural and engineering plans and drawings, if available, detailing all relevant portions of the premises. Such plans, if available, will include existing wireless communication carriers and their frequencies where applicable, if such information is available to County.
- B. The parties agree that the premises, including the access, cable run, grounding and utility easements shall be shown on construction drawings prepared by a licensed engineer at Licensee's expense. Such construction drawings shall then replace Exhibit A and upon approval by County, become a part hereof and shall control the description of the premises.
- C. Upon execution of this agreement and the installation operation of the equipment described herein, any temporary towers or COWs in use by licensee shall be removed from the premises.
- D. Upon the execution of this agreement and upon the equipment described herein becoming operational, any other agreements between County and Licensee shall be terminated.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

C	OUNTY OF DARE
B	y: Robert L. Outten County Manager
USCOC o	ICENSEE:  of Greater North Carolina, LLC, a limited liability company
Pr	y:
B	y:

#### **EXHIBIT A – Legal Description of Property**

The land referred to herein below is situated in the County of Dare, City of Rodanthe, State of North Carolina, and is described as follows:

All that certain tract or parcel of land located and being near Rodanthe in Kinnakeet Township, Dare County, North Carolina, adjoining the lands known as Chicamacomico Beach, Cape Hatteres Electric Membership Corporation and others and bounded as follows:

Beginning at a concrete post or other marker located and being on the North boundary of the lands of Oceanside Development Corporation, the same being the South boundary of the lands known as Chicamacomico Beach as shown on a map or plat recorded in Map Book 2, Page 213, Dare County Registry, the said beginning point being located on a course of South 82 deg. 45 min. East 150 feet of a concrete post or other marker located on the East margin of the right of way of North Carolina State Highway No. 12 leading through the Village of Rodanthe at the intersection thereof with the Chicamacomico Beach South boundary the same also being the North boundary of the lands of Oceanside Development Corporation; thence from the beginning point and along the Chicamacomico Beach South boundary South 82 deg. 45 min. East 222.70 feet to concrete post or other marker located and being on the West side of a canal, the same also being the West boundary of Lot No. 75 in Trade Winds Beaches Subdivision, map or plat thereof recorded in Map Book 3, Page 15, Dare County Registry; thence cornering and along the West boundary of Lots No. 75, 76 and 77 in the aforesaid Subdivision South 12 deg. 38 min. 59 sec. West 297.88 feet to concrete post or other marker located in and being on the North margin of the right of way of Avalon Drive in the said Trade Winds Beaches Subdivision; thence along the North margin of the right of way of Avalon Drive in a Generally Westerly direction along a curve having a radius of 434.40 feet and a delta angle of 5 deg. 35 min. 29 sec. with a distance of 42.39 feet to a concrete post or other marker; thence continuing North 82 deg. 56 min. 30 sec. West along Avalon Drive 151.35 feet to a concrete post or other marker located and being at the intersection of the East boundary of the lands now or formerly owned by T. S. Midgett with the North margin of the right of way of the aforesaid Avalon Drive; thence along the Midgett property East boundary North 7 deg. 3 min. 30 sec. East 295.14 feet to the point of beginning, containing 1.58 acres more or less, the same being a portion of those lands conveyed to Oceanside Development Corporation by Trade Winds Beaches, Inc. by deed dated June 9, 1975 and recorded in Book 223, Page 466, Dare County Registry.

#### And

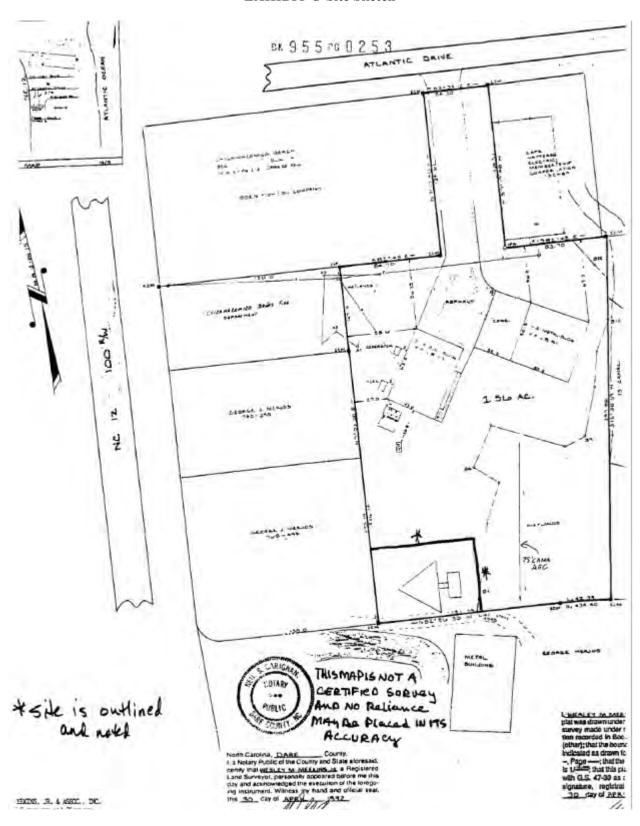
Beginning at a point on the South side of N. C. State Road #1247 at the Northwest corner of the lot heretofore conveyed by Grantors to Cape Hatteras Electric Membership Corporation; thence South 7° 45' West along the line of the Cape Hatteras EMC 133.54 feet to the land of Trae Wind Beaches; thence North 82° 45' West 54.3 feet to a concrete marker; thence North 7° 45' East 134.04 feet to an iron pipe on the South Side of N. C. State Road #1247; thence along the edge of said road South 82° 13' East 54.3 feet to a concrete marker, the point of beginning. The foregoing description is taken from plat of Kermit R. Sinclair, R. S., dated April 30, 1970.

#### Parcel Id # 014215082

This being the same property conveyed to Chicamacomico Banks Fire Department, a North Carolina non-profit corporation from Oceanside Development Corporation, a North Carolina Corporation in a deed dated June 1, 1977 and recorded October 4, 1977 in Book 251 Page 769. This also being the same property conveyed to Chicamacomico Banks Fire Department, a North Carolina non-profit corporation from Rodanthe and Waves Fire Department and Chicamacomico Enterprises Inc., dated March 4, 1977 and recorded on October 24, 1978 as Book# 269 Page# 738.



### **EXHIBIT C-Site Sketch**





Duck Water Tower Cellular Lease

## **Description**

A notice to the public was placed on September 20, 2017 in the Coastland Times expressing Dare County's intent to enter into a lease agreement with US Cellular. The property is located at 1230 Duck Road, Duck, NC, 27949. The term is for five (5) years beginning on October 1, 2020 with an option to renew for an additional five (5) years. The annual payment will be \$30,600.

### **Board Action Requested**

Approve Lease with US Cellular and authorize County Manager to sign.

## **Item Presenter**

Robert Outten - County Manager

## AMENDMENT NUMBER SEVEN TO WATER TOWER ANTENNA SPACE LEASE AGREEMENT

This Seventh Amendment to Water Tower Antenna Space Lease Agreement ("Seventh Amendment"), is made the \_\_\_\_\_ day of \_\_\_\_\_\_, 2017, modifies that Water Tower Antenna Space Lease Agreement (the "Lease"), by and between **County of Dare** as Grantor, P.O. Box 1000, Manteo, North Carolina 27954 ("Grantor") and **USCOC of Greater North Carolina, LLC**, a Delaware limited liability company as Grantee, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois, 60631 ("Grantee") for the purposes and intent of amending the Lease between the parties commencing October 1, 1992, as amended on April 30, 1993, October 1, 1997, October 1, 2002, October 1, 2007, September 29, 2010 and April 30, 2014.

WHEREAS, Grantor and Grantee, or their predecessors-in-interest, have entered into that certain Water Tower Antenna Space Lease Agreement dated October 1, 1992 (the "Lease") whereby Grantor leased to Grantee certain Premises located on the west side of NC 12 in the Village of Duck, NC, on property purchased by Grantor from Glenn C. Smith and Kathryn J. Smith; and

WHEREAS, Grantor and Grantee desire to amend the Lease to provide for additional renewal terms;

NOW THEREFORE, in consideration of these presents, the parties hereby agree that the Lease is now modified as follows:

I. Section 3, Consideration and Term, is hereby amended as follows:

The current term now in effect shall expire on September 30, 2020. October 1, 2020, the Agreement shall automatically renew for two (2) separate consecutive additional periods of five (5) years each (each being defined as an "Extension Term") upon the same terms and conditions of the Agreement, unless Grantee notifies Grantor in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the current term, or the then existing Extension Term.

- II. The rent specified in Section 3 of the Lease shall be increased to \$2,550.00 per month effective October 1, 2020.
- III. Beginning October 1, 2021, the annual rent increase shall be equal to the rent paid for the previous year increase by three percent (3%). Unless otherwise provided for herein, all other terms and conditions of this Lease shall remain the same and shall be binding for each renewal term unless modified by written agreement of both parties.



IV. In the event of any inconsistencies between the Lease and this Seventh Amendment, the terms of this Seventh Amendment shall control.

[END OF AMENDMENT - SIGNATURE PAGE FOLLOWS]



## **Signature Page**

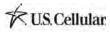
IN WITNESS WHEREOF, the parties hereto bind themselves to this Amendment as of the date of full execution.

GRANTOR:	GRANTEE:
County of Dare	USCOC of Greater North Carolina, LLC
Rv	Rv.
By: Printed:	
	Title: Manager
Date:	Date:

## STATE OF NORTH CAROLINA

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I, the undersigned, a notary public in a hereby certify that me to be the same person whose name is substituted Amendment to Water Tower Space Lease Ag person and acknowledged that he signed the sact for the uses and purposes therein stated.	cribed to the greement, app	, known to foregoing Seventh eared before me this day in
Given under my hand and seal this	day of	, 2017.
		Notary Public
	My con	nmission expires
STATE OF ILLINOIS  COUNTY OF COOK  I, the undersigned, a notary public in a hereby certify that  North Carolina, LLC, a Delaware limited li same person whose name is subscribed to the Tower Space Lease Agreement, appeared befthat, pursuant to his authority, he signed the sact on behalf of the named Tenant limited lia therein stated.  Given under my hand and seal this	, Manager ability compa foregoing Se fore me this d aid Amendm bility compan	r, of USCOC of Greater my, known to me to be the eventh Amendment to Water ay in person and acknowledged ent as his free and voluntary my, for the uses and purposes
y		
		Notary Public
	Му со	ommission expires





## Tax Collector's Report

## **Description**

September 2017 Discoveries over \$100

September 2017 Releases over \$100

September 2017 Refunds over \$100

September 2017 NCVTS Refunds over \$100

## **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: September Date Range: 9/1/2017 - 9/30/2017 SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Reason	Value Discovered	Tax Discovered
GEGENHEIMER, RANDALL	018743003	2017	Double Wide not on bill	56,100.00	399.49
				56,100.00	399.49

## Release Report for REAL ESTATE, PERSONAL PROPERTY and MOTOR VEHICLE

(Releases over (\$100.00))

MONTH: <u>September</u> DATE RANGE: <u>9/1/2017</u> - <u>9/30/2017</u> SUBMITTED BY: <u>Becky Huff</u>

Taxpayer Name	Parcel#	Bill Year	Reason	Released Value	Released Tax
WALSTON, ASHLEY	017755000	2017	Parcel status corrected to exempt	-70,900.00	-456.10
VIRGINIA RSA 6 LLC	939993000	2017	Software correction / bill created from inactive acct	-128,088.00	-870.99
VIRGINIA RSA 6 LLC	939991000	2017	Software correction / bill created from inactive acct	-93,323.00	-783.92
VIRGINIA RSA 6 LLC	939992000	2017	Software correction / bill created from inactive acct	-84,139.00	-395.45
MISS TAMMY LLC	962665000	2017	Boat sold in 2016	-969,396.00	-8,957.23
					-

Total Tax Released: -11,463.69

## Refund Report for REAL ESTATE, PERSONAL PROPERTY and MOTOR VEHICLE

(Refunds over \$100.00)

MONTH: September Date Range: 9/1/2017 - 9/30/2017 SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Reason	Refund Amount
S D HOTELS LLC	6960	2016	Overpayment	-1,283.37
LOBAS, MARINA	023782005	2016	Overpayment	-491.57
FRISCHKORN, ROGER E	000380124	2017	Overpayment	-248.87
TRASK, PATRICK G	007714000	2017	Overpayment	-538.62
SPIVEY NAGS HEAD REAL ESTATE LLC	008703003	2017	Overpayment	-3,713.29
COOPER, DAVID A TRUSTEES	010203010	2017	Overpayment	-270.00
LIPPARD, BENNIE W	012786000	2017	Overpayment	-1,445.82
JORDAN, ANTHONY	014266003	2017	Overpayment	-4,245.11
WILLIAMS, TERRY A	015057000	2017	Overpayment	-1,607.74
FOSTER, RAYMOND B	015599000	2017	Overpayment	-181.29
LONGEST, LORIS G	018459000	2017	Overpayment	-180.00
FATOORECHIE, MARCUS M	018762018	2017	Overpayment	-1,538.14
BRADLEY, GREGORY	022346000	2017	Overpayment	-373.27
EARL MEEKINS ENTERPRISES LLC	023045000	2017	Overpayment	-335.37
ZHAO, WEN FENG	024314000	2017	Overpayment	-1,004.90
THOMPSON, JAMES R	024423020	2017	Overpayment	-422.31
LEDWITH, LINDA M	024961458	2017	Overpayment	-1,289.68
ARGIRO, VINCENT L	027505733	2017	Overpayment	-823.68
C LEONARD WILLIS INC	028072000	2017	Overpayment	-306.38
WEBER, MARK A	028814000	2017	Overpayment	-1,444.15
MCKAY, JAMES E	029825000	2017	Overpayment	-400.00

-22,143.56



## North Carolina Vehicle Tax System

Sept 2017 REFUND >\$100

## **NCVTS Pending Refund report**

Report Date 10/2/2017 3:13:04 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Tax Jurisdiction	Change	Total Change								
CARIBBEAN POOL	CARIBBEAN		MARTINS	KITTY HAWK, NC	C99	(\$140.48)	(\$140.48)								
AND SPA OFTHE	POOL AND			27949	F22	(\$15.00)	(\$15.00)								
OUTER BANKS INC	SPA OFTHE OUTER BANKS		POINT RD		S99	(\$33.65)	(\$33.65)								
	INC						\$189.13								
EACHO, DAVID	EACHO, DAVID		PO BOX 1912	KITTY HAWK, NC	C99	(\$71.11)	(\$71.11)								
ALLEN	ALLEN				27949	T07	(\$62.99)	(\$62.99)							
							\$134.10								
SOMERS,	SOMERS, GLASS,	•		BARTON CITY, MI	C99	(\$78.11)	(\$78.11)								
JENNIFER LYNN	JENNIFER	PAULA MARIA		WEST	WEST	PAULA MARIA WEST	WEST	WEST	WEST	WEST	WEST	WEST	WEST 48705	F02	(\$19.22)
	LYNN									R01	(\$1.75)	(\$1.75)			
					S99	(\$18.71)	(\$18.71)								
						_	\$117.79								
VINSON, ROBERT	VINSON,		7 WAVERLY	WICHITA FALLS,	C99	(\$67.56)	(\$67.56)								
EMERSON	ROBERT	PLACE	PLA		PLACE	TX 76302	T07	(\$59.85)	(\$59.85)						
	EMERSON						\$127.41								

Tax Jurisdiction	District Type	Net Change
C99	COUNTY	(\$357.26)
T07	CITY	(\$122.84)
F02	FIRE	(\$19.22)
F22	FIRE	(\$15.00)
R01	FIRE	(\$1.75)
S99	SPECIAL	(\$52.36)
Total		(\$568.43)

\$568.43

TOTAL:



## **Board Appointments**

## Description

Following are the Boards and Committee that need appointments or reappointments this month. Attached are the following:

- 1. Summary All appointments being presented to the Board of Commissioners on November 6, 2017
- 2. Dare County Youth Council
- 3. Jury Commission
- 4. Juvenile Crime Prevention Council
- 5. Older Adult Services Advisory Council
- 6. Zoning Board of Adjustment
- 7. Upcoming Board Appointments for December, January, February

## **Board Action Requested**

Take Appropriate Action

#### **Item Presenter**

Robert Outten, County Manager

## **Board Appointments – November 6, 2017**

## **Dare County Youth Council**

- The following terms expire in November:
   Linda Austin, Gail Hutchison, Hunt Thomas, Matt Witter
- The Youth Council recommends reappointing:
   Linda Austin, Gail Hutchison, Hunt Thomas, Matt Witter.
- Richard Martin has resigned from the Youth Council.
- Applications have been received from:
   Alexander Cohill, Fathom Daniels, Aubrey Lanier,
   Sandy Martin, Eddie Twyne
- The Youth Council recommends Sandy Martin replace Richard Martin

## **Jury Commission**

- Alma Clark has resigned from the Jury Commission.
- Lou Ellen Quinn has been recommended to fill Alma Clark's unexpired term on the Jury Commission.

## Juvenile Crime Prevention Council

- Youth seats routinely change on the Juvenile Crime Prevention Council
- The Juvenile Crime Prevention Council recommends that Josh Houston fill the seat previously held by Joshua Tolson.

## Older Adult Services Advisory Council

- The following terms expire in November: David Faudie, Cynthia Harris, Claudia Hennessey, Paulette Prodanchek, Sandra Clark
- The following would like to be reappointed:
   David Faudie, Cynthia Harris, Claudia Hennessey,
   Paulette Prodanchek
- Sandra Clark does not wish to be reappointed.

## **Zoning Board of Adjustment**

- The County code provides that the Chairman of the Zoning Board be appointed by the Dare County Board of Commissioners
- David Jones has served as Chairman, however, he has moved from Dare County and is no longer on the Zoning Board of Adjustment.
   The Board of Commissioners is asked to appoint a Chairman from the members of the Zoning Board of Adjustment.
- Current members are: Anna Creef, Jay Hart, Shelly Jones, Edward Mann Jr., Thomas Murphy

## **UPCOMING BOARD APPOINTMENTS**

December: Board of Equalization and Review

Parks and Recreation Advisory Board

Special Motor Vehicle Valuation Review Committee

January: Nursing Home Community Advisory Council

**Tourism Board** 

February: Planning Board



Dare County Youth Council

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

**Item Presenter** 

Robert Outten, County Manager

## DARE COUNTY YOUTH COUNCIL

(Staggered Terms)

The following terms expire in November:

#### **Linda Austin**

(Adult Member/Hatteras Island) (Current Term 11/15 – 11/17, Originally Apptd. 11/13)

#### **Gail Hutchison**

(Adult Member/Roanoke Island, Mainland) (Current Term 11/15 – 11/17, Originally Apptd. 11/07)

#### **Hunt Thomas**

(Adult Member/At Large)
(Current Term 12/15-11/17, Originally Apptd. 08/10)

#### **Matt Witter**

(Adult Member/At Large)
(Current Term 11/15 – 11/17, Originally Apptd. 02/09)

The Youth Council recommends:

reappointing Ms. Austin, Ms. Hutchison, Mr. Thomas and Mr. Witter

Richard Martin has resigned from the Youth Council

Applications have been received from:

Alexander Cohill , Fathom Daniels
Aubrey Lanier, Sandy Martin
Eddie Twyne

The Youth Council recommends Sandy Martin replace Richard Martin.

The Youth Council recommends appointing the following 3 youth members:

Fathom Daniels to the youth seat previously held by Caylin Mielke.

Kira Foster to the youth seat previously held by Brady Creef.

Aubrey Lanier to the youth seat previously held by Hatcher Shiflett .

## DARE COUNTY YOUTH COUNCIL

(Staggered Term)

The Dare County Youth Council is a community based volunteer organization comprised of middle and high school students whose mission is to provide wholesome activities, civic projects, and special events for their peers and to serve as the "voice" of youth to local government on issues of interest to Dare County youth.

MEMBER	TERM EXPIRATION	<u>ACTION</u>
Vacant (Blake Taft) (Youth Member) Hatteras Island Div. Rep.	11/15	
Brady Creef (Youth Member) Northern Beaches Div. Rep.	11/17	Apptd.11/14 Reapptd. 11/15
Sarah Skinner (Youth Member) At Large	11/18	Apptd. 11/16
Christian Eberhard (Youth Member) At Large	11/18	Apptd. 11/16
Vacant (Erica Stone) (Youth Member) At Large	11/16	Apptd. 11/15
Vacant (Caylin Mielke) (Youth Member) At Large	11/16	
Maximus Allison (Youth Member) Roanoke Island/Mainland Rep.	11/18	Apptd. 11/16
Vacant (Hatcher Shifflet) (Youth Member) At Large	11/15	
Linda Austin P.O. Box 124 Buxton, NC 27920 (Adult Member) Hatteras Island Div. Rep.	11/17	Apptd. 11/13 Reapptd. 11/15
Matt Witter (At Large, Adult Member) Northern Beaches Rep.	11/17	Apptd. 2/09 Reapptd.12/10, 11/12,11/14,15
Gail Hutchison (Adult Member) Roanoke Island/Mainland Div. Rep.	11/17	Apptd. 11/07 Reapptd.11/08,09 11,13,15

Hunt Thomas P.O. Box 1660 Manteo, NC 27954 (Adult Member) At Large	11/17	Apptd. 8/10 Reapptd. 12/11, 13,15
Catisha Bryant 804 Suffolk St. Kill Devil Hills, NC 27948 (Adult Member) At Large	11/18	Apptd. 2/15 Reapptd. 11/16
Kathy Burrus (Adult Member) At Large	11/18	Apptd. 11/06 Reapptd.11/08, 10,12,14,16
Richard Martin (Adult Member)	11/18	Apptd. 11/15 Reapptd. 11/16
Steve House 288 N. Dogwood Trail PO Box 1093 Southern Shores, NC 27949 Steve.house@darenc.com 216-8985 (Commissioner appointee)	11/18	Apptd. 6/17

**NOTES:** 11/06/06 - Comm. Judge moved to disband Dare County Youth Center Advisory Board and approval of new board structure and appoint new board to include Kathy Kiddy as the adult representative from Hatteras Island. Comm. Byrd seconded the motion, VOTE: AYES unanimous

Advisory Committee was set up by resolution by DCBC on 10/28/98.

Advisory Committee will serve and report to Tim White, Parks & Rec. Director.

Nancy Griffin, Executive Director

Children & Youth Partnership 534 Ananias Dare St. Manteo, NC 27954

#### **MEETING INFO:**

#### **CONTACT INFO:**

## MEMBERS COMPENSATED: No

Keri Simmons filled unexpired term of Amy Hudgins 5/07.

Kasey Rabar replaced Mary Kat Keith 11/07.

Luke McDonald replaced Cory Smith 11/07.

Lauren Martinez replaced Mary Claire Hardy 11/07.

Hilarey Netsch replaced Michael Blanchard 11/07.

Gail Hutchison replaced L'Tanya Murray 11/07.

Blake Taft filled vacant youth rep. Hatteras Isl. Seat 11/08.

Matt Witter apptd. to fill unexpired term of Katherine Irby who was apptd. Youth Advisor 11/09.

Farrel Eike apptd to fill vacant youth member seat (northern beaches div. rep.) 12/09.

Josh Poznanski replaced Luke McDonald 12/09.

Joy Martinez replaced Lauren Martinez 12/09.

Julia Taft replaced Kathy Kiddy 12/09.

Colby Sawyer filled Vacant RI/Mainland Youth Rep. 12/10

Aubrey Butcher replaced Farrel Eike 12/11.

Shannon Dwyer replaced Joy Martinez 12/11.

Jimmy Morganroth replaced Hilarey Netsch 12/11.

Caroline Austin, Alissa Muniz and Lindsay Young appointed to fill (3) vacant youth-at large seats 12/11.

Apptd. Marie Holland to fill vacant-At Large Adult Member seat 12/11.

Abby Haywood replaced Shannon Dwyer 11/12.

Caylin Mielke replaced Jimmy Morganroth 11/12.

Murphy Grant appointed to fill unexpired term of Aubrey Butcher 11/12.

Nathan Butcher filled unexpired term of Colby Sawyer 11/13.

Hatcher Shifflet replaced Lindsay Young 11/13.

Linda Austin replaced Julia Taft 11/13.

Brady Creef replaced Murphy Grant 11/14.

Jordan Carmen replaced Caroline Austin 11/14.

Rachel Sorenson replaced Jordan Carmen 11/15.

Erica Stone fill unexpired term of Abby Haywood 11/15.

Aurturo Lara appointed to RI/Mainland rep. seat 11/15.

Matt Witter replaced David Strickland (Northern Beaches rep.) 11/15.

Richard Martin filled unexpired term of Matt Witter (At Large) 11/15.

Steve House filled unexpired term of Warren Judge 6/17

#### **REVISED 6/17**

1

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

Advisory Board or Committee interested in:
1st choice DARE COUNTY YOUTH COUNCIL
2nd choice In ADDITION TO ISSUES RELATED TO CHILDREN+ EDUCATION I AM
Name ALEXANDER HAYES CONTILL OUR COMMUNITY  Address 4606 S. PSMPANO COURT
City/State/Zip NACS HEAD, NC 27959  Email Address Alex-Cohill & gmail.com
Telephone Home: (161) 305-9052  Business: (151) 480-3880 eN-1836
Resident of Dare County: no
Occupation: ELEMENTARY SCHOOL TEACHER
Business Address: 3100 S. WRIGHTSVILLE AVE. NACS HEAD, NC 27959
Educational background:
B.A. POLITICAL SCIENCE - AMERICAN UNIVERSITY - WASHINGTON, D.C. 2008
Business and civic experience and skills:
MEMBERSHIPS - NCAE, DARK COUNTY EQUEATION FOUNDATION, DCAE
MANTE VOLUNTEERED-ET HOFLENIE THREFT SHOP, (NOT CURRENTLY) + MARCH OF DENIES WHOT CHARENT
BUSINESS EXPERIFENCE - AFORMERLY EMPLOYED AS DEVELOPMENT ANALYST FOR COMMERCIAL REAL ESTATE DEVELOPER TAL MANALYST FOR COMMERCIAL

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

Nothing Formal - I work on the Literacy Term at school
Mothing Formal - I work on the Literacy Term at school as well as being a staff advisor for the Chess Chib
REFERENCES
List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.
Name Business/Occupation Address Telephone
Adrienne Palma Principal 3100 Wrightsulle Aux Mass Head Nr. (252) 480-8880 x 180
Denise Stone Asst. Principal 3100 Wightsville Are Assa Heel No. U U 180
Gal Mutchison Victim's Advocate G113 HWY (641664 Minus Harbon NE (261) 2Ke-8337
I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.
Date: 12717 Signature of applicant: Mesant 76
FOR OFFICE USE ONLY:
Date received: 1127117

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

Advisory Board or Committee interested in:
1st choice Dare County Youth Council
2 <sup>nd</sup> choice
3 <sup>rd</sup> choice
Name <u>fathern</u> Daniels
Address 635 5kyco Rd
City/State/Zip Mantec North Carolling, 27954
Email Address flooriels 26@ yahoo.com
Telephone Home: 1252) 423-1628
Business: N/A
Resident of Dare County: yes no
Occupation: Student, Dort time at Whatebone Scafood and Blue Water girly Business Address: 101 E Gray Eagle St N.H. & 2008 Sail fish Daire
Educational background:
Intering Sophomere Year at Manteo High School.
AP classes and Honor Student.
Business and civic experience and skills:
Interact member 2014-2017, Odessy of the Mind 2016-2017,
Honor Club 2016 - 2017, Juniar National Henor Society 2015-201

4

Other Boards/Committees/Commissions on which you presently serve:
Depresentative let Fuestiman Herer Club 2016-2017
MHS Math and Schence tutor 2016-2017
REFERENCES
List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.
Name Business/Occupation Address Telephone
Hank Borsanti Manager at Blue water 203 main St. 1252/799-19
Becks Metroald Business awar 715 Caroling Ct. backsmederald Ognali.
that Irby
I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.
Date: 7/18/17 Signature of applicant: 4 Muses
FOR OFFICE USE ONLY:
Date received: 7-19-17

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

Advisory Board or Committee interested in: 1st choice Dare County Youth Council 2<sup>nd</sup> choice \_\_\_\_\_ 3<sup>rd</sup> choice Name Kira Foster Address 2017 Martins Point Rd. City/State/Zip Kitty Hawk, NC 27949 Email Address fosterki0512@daretolearn.org Home: 2522560884 Telephone Business: Resident of Dare County: X yes Occupation: Student Business Address: Educational background: Senior at First Flight High School Business and civic experience and skills: Ocean Rescue Lifeguard -Kill Devil Hills Hostess @ Coastal Cravings in Duck

Other Boards/Committees/Commissions on which you presently serve:  School Environmental Club leader			
	REFE	RENCES	
	ersons who are not related to yons for the position for which you		nite knowledge of your
Name	Business/Occupation	Address	Telephone
Paige (	Griffin Cravings	25	2 207 1727
Dave S	Sybert - Coastal Stu	dies Institute	4436943152
Dave	Elder Ocean Res	cue 252 207	7 4066
hereby auth	d this application will be kept on norize Dare County to verify all in 14/2017 Signature of a	nformation inclu <del>de</del> d i	
FOR OFFIC	CE USE ONLY:		
Date receiv	ed:		

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

Advisory Board or Committee interested in:
1st choice Touth Council
2 <sup>nd</sup> choice
3 <sup>rd</sup> choice
Name Aubrey Lanker
Address 117 Supryside Drive
City/State/Zip Marrieo/NC/27954
Email Address <u>lanierau0823 aldarehalearn, org</u>
Telephone Home: (252) 4-73 - 1792
Business:
Resident of Dare County: no
Occupation:
Business Address:
Educational background:
Junior at Mantea Historian
Business and civic experience and skills:
former employee at Garden Deli and Cercalia
i

Other Board	ds/Committees/Commissions on	which you presently se	erve:
-	de la companya de la		
-			
	REFER	RENCES	
	ersons who are not related to you s for the position for which you a		e knowledge of your
Name	Business/Occupation	Address	Telephone
Jami	Daniels Mayor of	Manteo 301 Devon	St. Manted 252-473-5
Pat	Holland, MHS ciene	Dept Chair,	St., Manted. 1252-473-5 MHS, 252-473-584/
Suzann			
	d this application will be kept on orize Dare County to verify all in	the active file for three	years and I
Date: 4 -	Signature of ap	oplicant: Aubrei	Shrier
FOR OFFIC	CE USE ONLY:		
Date receive	ed: <u>6-12-17</u>		

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

SALINY MARTINI

Advisory Board or Committee interested in:	
1 <sup>st</sup> choice Dare County Youth Services	
2 <sup>nd</sup> choice	
3 <sup>rd</sup> choice	
Name Sandy Martin	
Address 127 Weir Point Drive	
City/State/Zip Manteo, NC 27954	
Email Address sandyobx1@gmail.com	
Telephone Home: 252-473-1959	
Business: 252-202-7632	_
Resident of Dare County: X yes	no
Occupation: Retired School Counselor for D	Pare County Schools
Business Address:	
Educational background:	
BS Rehabilitation Counseling, MA Rehabilitation	ation Counseling & Evaluation
Business and civic experience and skills:	
Member and officer for Rotary Club of Man	teo, Member & Officer of Roanoke Isl

Other Boards/Committees/Commiss	sions on which you pres	sently serve:
None at this time		
		-
	REFERENCES	
List three persons who are not relat qualifications for the position for wh		e definite knowledge of your
Name Business/Occupati	on Address	Telephone
Marie White Counselor, MHS	173 Brakewoo	d Dr. Manteo, NC 27954 2
Kat Irby Leisure Activity Coo	rdinator, Dare County	y Center PO Box 1000 Mar
Skip Morgan Retired 143 Fort	Hugar Way, Manteo,	NC 27954 (252) 473-5713
I understand this application will be hereby authorize Dare County to ve Date:  Output  Date: 7/18/2017 Signat	rify all information inclu	
FOR OFFICE USE ONLY:		
Date received: 7-31-17		

1

# APPLICATION FOR APPOINTMENT TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:
1 <sup>st</sup> choice Dare County Game and Wildlife Commission - District
2 <sup>nd</sup> choice Parks and Recreation Commission — Apold 7/15
3 <sup>rd</sup> choice Dare County Youth Council
Name Eddie Twyne
Address PO Box 11
City/State/Zip Manteo, NC 27954
Email Address etwyne@yahoo.com
Telephone Home: (252) 305-2291
Business: (252) 473-5841
Resident of Dare County: X yes no
Occupation: Teacher / Coach Dare County Schools (MHS)
Business Address: 829 Wingina Street, Manteo, NC 27954
Educational background:
Graduate of Manteo High School 1980 / Attended Fork Union Military Academy (PG) 1980-81
BS Health & Physical Education (Chowan College / ECSU) 1987
Business and civic experience and skills:
Licensed NC Realtor / NC Coaches Association / NC Football Coaches Association / Manteo HS Head football Coach
Manteo MS Head Baseball Coach / Manteo Masonic Lodge / Sudan Shriners / served on various school committees

2

Other Boards/C	ommittees/	Commission	s on which you presently serve:	
			14435-4445-444-44-4-4-4-4-4-4-4-4-4-4-4-4	- A BA MANAGA PARAMANANAN
		RE	EFERENCES	
			o you and who have definite know ou are applying.	vledge of your
Name	Business/0	Occupation	Address	Telephone
Browny Douglas	Realto		Shallowbag Bay Manteo NC, 27954	(252) 216-8294
Margarette Ump	nlett Real	tor	Manteo, NC 27954	(252) 305-3241
Jerry Tillett	Superior	Court Judge	Manteo, NC 27954	(252) 473-2530
		nty to verify a	on the active file for three years all information included in this appoint applicant:	olication.
OR OFFICE US	BE ONLY:		,	Market Market Control of the Control
lata raaabrad:				



# Jury Commission

# Description

See Attached Summary

# **Board Action Requested**

Take Appropriate Action

### **Item Presenter**

Robert Outten, County Manager

# JURY COMMISSION

(Two Year Term)

Alma Clark has resigned.

Lou Ellen Quinn has been recommended to fill Alma Clark's unexpired term.

Other Members: See attached list

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

Advisory Board or Committee interested in:
1st choice Juny Selection Committee
2 <sup>nd</sup> choice
3 <sup>rd</sup> choice
Name Lou Ellen Quinn
Address 150 Skinners Landing
City/State/Zip Wanchese, NC 27981
Email Address quinngirls Ha aol. com
Telephone Home: 252473-(060)
Business: (Cell) 252315-5511
Resident of Dare County:
Occupation: Th-home Daycare Provider
Business Address:
Educational background:
UNCW-BS in Chemistry and Biology; minor in History
Forsythe School of Medical Technology - Medical Technologist - ASCP (Nationally Certified)
Business and civic experience and skills:
Owner of own business; Enjoy working with others;
Organization

Other Board	ds/Committees/Commissions on	which you presently s	erve:
_N/A_			
	REFE	RENCES	
List three pe	ersons who are not related to you s for the position for which you a	u and who have defini are applying.	te knowledge of your
Name	Business/Occupation	Address	Telephone
Kelly M	idgett Kellys Automati	10 201 Haylot st	Manteo 423-0331
Jammy Bicki. Bu	Jennings Graphic J Mus Tax Processing Spe	resigner 155.St	eve Pasnight Rd, Manteo
l understand hereby auth	d this application will be kept on orize Dare County to verify all in	the active file for three formation included in	years and I
Date: 103	30-17 Signature of ap	oplicant: <u>Lau ()</u>	m2/lm.
FOR OFFIC	E USE ONLY:		
Date receive	əd:		

#### JURY COMMISSION

(Two Year Term)

The Jury Commission consists of three members to certify jurors. One member is appointed by the Senior Regular Resident Superior Court Judge, one by the Clerk of Superior Court, and one by the Board of Commissioners.

MEMBER	TERM EXPIRATION	ACTION
IVICIVIDER	TERIVI EXPINATION	ACTION

Tammy Jennings (Clerk Appointee) Manteo, NC 27954

Scheryl Gray (Judge Appointee) 123 W. Oak Knoll Dr. Nags Head, NC 27959

Alma Clark (Commissioner Appointee) 8-19 Apptd. 11/11
157 Etheridge Rd. Reapptd. 8/13,
Manteo, NC 27954
473-2320

#### NOTES:

Meeting Date - Every two years to certify jurors

Joyce Sledge replaced Gwen White.

Janice Midgett replaced Ken Doughty.

Stella Hollingsworth replaced Joyce Sledge 8/95.

Kim Grimes replaced Janice Midgett 8/95.

Mona Meekins replaced Katherine Aguirre 8/95.

Sandra Robinson replaced Stella Hollingsworth 8/97.

Tammy Jennings replaced Kim Doughtie.

Alma Clark filled unexpired term of Sandra Robinson 11/11.

#### REVISED 8/17



# Board Appointment - Juvenile Crime Prevention Council

Description		
See Attached Summary		
Board Action Requested		

# **Item Presenter**

Robert Outten, County Manager

Take Appropriate Action

#### **BOARD APPOINTMENTS**

# JUVENILE CRIME PREVENTION COUNCIL (Two Year Term)

Youth seats routinely change on the Juvenile Crime Prevention Council.

The Juvenile Crime Prevention Council recommends that Josh Houston fill the seat previously held by Joshua Tolson

Attached is a letter from Melinda Mogowski.

Other Members: See attached list



# COUNTY OF DARE

MANTEO, NORTH CAROLINA 27954

P.O. BOX 1000 PHONE (252) 473-1101

TO:

Janice Williams

FROM: Melinda Mogowski

DATE:

October 11, 2017

We are submitting the attached application for approval by the Commissioners.

This is for the other student representative on the Juvenile Crime Prevention

Council. Term for this appointment would be July 1, 2017 through June 30, 2019.

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

Advisory Board or Committee interested in:
1st choice Juvenile Crine Preventine Council
2 <sup>nd</sup> choice
3 <sup>rd</sup> choice
Name Josh Houston
Address 1274 Burnside Road
City/State/Zip Manteo, NC 27954
Email Address houston jo 0911 @ dare to learn, org
Telephone Home: 252-423-0619 (John Houston Cell)
Business: 252-473-7546 (Josh Houston cell)
Resident of Dare County:
Occupation: <u>Student</u> at MHS
Business Address: Manteo High School
Educational background:
Junior at Manteo High School
Business and civic experience and skills:
see attached resume

The state of the s	/e:
ENCES	
	knowledge of your
Address	Telephone
MHS	(asa) 473-58
l, MITS	(252) 473-58
MHS SRO	(asa) 473-584
rmation included in this	
	MHS L, MHS

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

#### **JOSH HOUSTON**

1274 Burnside Road, Manteo NC 27954 • (252) 473-7546 • houstonjo0911@daretolearn.org

#### **EDUCATION**

#### Manteo High School, Manteo NC

Graduation anticipated June 2019

Advances Courses:

- AP US History
- Honors Chemistry
- Honors Algebra II
- Honors English
- Honors Biology
- Honors Geometry
- AP Statistics

Manteo Middle School, Manteo NC (2012-2015)

#### **HONORS AND AWARDS**

#### **Academic**

A/B Honor Roll 2012-2013, 2013-2014, 2014-2015, 2015-16, 2016-17 MHS Student of the Month – June 2017

#### **MMS Football**

Albemarle Athletic Conference Academic All-Conference 2014-2015 Albemarle Athletic Conference Defense All Conference 2014-2015

#### **MMS Basketball**

Albemarle Athletic Conference Academic All-Conference 2014-2015 Albemarle Athletic Conference Athletic All Conference 2014-2015

#### MMS Track & Field

Albemarle Athletic Conference Silver Medalist, Men's Discus Spring 2015

#### **ACTIVITIES**

MHS Student Government Association – Freshman Class President 2015-2016; Sophomore Class President 2016-2017; SGA Vice-President 2017-2018

MHS Football – JV 2015; 2016; Varsity 2017

Monday Night Alive volunteer tutor - 2016-2017

MHS Basketball – JV 2015; Varsity 2016

MHS Debate Club — 2016-2017

MHS Track - 2016; 2017

**Dare County Teen Court** - 2016-2017; 2017-2018

MHS SEAC - 2015-2016; 2016-2017

MHS-China Partnership - 2017-2018

### JUVENILE CRIME PREVENTION COUNCIL

(Two Year Term)

As outlined and funded by the Juvenile Justice Reform Act of 1998, the Juvenile Crime Prevention Council assumes responsibility for assessing needs, funding community-based alternatives for troubled youth who enter the courts, and supporting prevention programs.

MEMBER	TERM EXPIRATION	<u>ACTION</u>
Robert Trivette P.O. Box 888 Kitty Hawk, NC 27949 261-9727 (H), 305-3739 (O) (District Court Judge/Co. Comm	6/19 i. Appt.)	Apptd. 1/12 Reapptd. 6/13,15,17
Teresa Twyne P.O. Box 1746 Manteo, NC 27954 473-2681 (School Supt. or designee)	6/19	Apptd. 10/13 Reapptd. 6/15, 17
Vance Haskett P.O. Box 246 Manteo, NC 27954 473-2069 (Police Chief)	6/19	Apptd. 1/08 Reapptd. 7/09,11,13,15, 17
Gail Hutchison 6115 Hwy 64 Manns Harbor, NC 27953 252-216-8337 (Local Sheriff or designee)	6/19	Apptd. 6/13 Reapptd. 6/15, 17
Jennifer Karpowicz P.O. Box 1276 Manteo, NC 27954 919-357-5700 (Asst. Dist. Atty. or designee)	6/19	Apptd. 7/09 Reapptd. 6/11,13,15,17
LaQreshia Bates-Harley Chief Court Counselor II P.O. Box 513 Elizabeth City, NC 27907 252-331-4759 (O) (Chief Court Counselor or design	6/19 nee)	Apptd. 6/16 Reapptd 6/17
Keith Letchworth 1708 E. Arlingto Blvd. Greenville, NC 27834 252-347-6365 (Director AMH/DD /SA or design	6/19 ree)	Apptd. 1/16, 6/17

Bonnie Bennett, Treas. P.O. Box 1000 Manteo, NC 27954 475-5753 (County Manager or designee)	6/19	Apptd. 1/99 Reapptd. 1/01 Reapptd. 1/03 Reapptd. 10/04,05,07 09,11,13,15,17
Melinda Mogowski P.O. Box 3707 Kill Devil Hills, NC 27948 441-3536 (Substance Abuse Professional)	6/18	Apptd. 1/99 Reapptd. 1/01 Reapptd. 1/03 Reapptd. 10/04,06,08 6/10,12,14,16
Stephen Wescott P.O. Box 2148 Manteo, NC 27954 216-6358 (Member of Faith Community)	6/18	Apptd. 11/11 Reapptd. 6/12,14,16
Steve House 288 N. Dogwood Trail PO Box 1093 Southern Shores, NC 27949 216-8985 cell; 305-9258 home Steve.house@darenc.com (County Commissioner)	6/19	Apptd. 6/17
Pat Hudspeth, <b>CH</b> 5200 Pine Hill Lane Kitty Hawk, NC 27949 252-473-3484 (Juvenile Defense Attorney)	6/19	Apptd. 3/08 Reapptd. /09,11,13,15 17
Richard J.Martin P.O. Box 1878 Manteo, NC 27954 473-1957 (At Large)	6/19	Apptd. 1/99 Reapptd. 6/13,15,17
John Gardner 141 Toler Rd. Manteo, NC 27954 252-599-7791 (Member of Business Community)	6/18	Apptd. 1/16 Reapptd. 6/16
Michael Lewis P.O. Box 1490 Manteo, NC 27954 252-216-5257 (H) 252-473-5121 (Rep. United Way/other Non-profit)	6/18	Apptd. 2/16 Rapptd. 6/16

Laura Twichell P.O. Box 2311 Manteo, NC 27954 315-345-6464 (At Large)	6/19	Apptd. 6/15 Reapptd 6/17
Jay Burrus P.O. Box 669 Manteo, NC 27954 475-5500 (Director-Health & Human Services)	6/19	Apptd. 1/03 Reapptd. 10/04,05,07 09,11,13,15, 17
Katherine Irby P.O. Box 1000 Manteo, NC 27954 473-4290 (4-H/SOS-At Larg.)	6/19	Apptd. 1/03 Reapptd. 10/04,05,07 09,11,13,15, 17
Lionel Ray Robinson 309 Sir Walter Raleigh Street Manteo, NC 27954 336-580-9096 (H) Ray@OBXSE.org (At Large)	6/19	Apptd. 6/17
Tim White P.O. Box 1000 Manteo, NC 27954 475-5916 (Director, Parks & Rec.)	6/18	Apptd. 6/08 Reapptd.6/10,12,14,16
Ryan Henderson 2615 Anchor Lane Nags Head, NC 27959 252-573-8373 At Large	6/19	Apptd. 1/16 Reapptd. 6/17
Nancy Griffin 94 Skyco Rd. Manteo, NC 27954 423-1781 (At Large)	6/19	Apptd. 6/15 Reapptd. 6/17
Marsha Ribner-Cady 103 Weir Point Dr. Manteo, NC 27954 252-473-3094(At Large)	6/18	Apptd. 6/10 Reapptd. 6/12,14,16
Mollee Sinks 230 Wax Myrtle Trail Kitty Hawk, NC 27949 252-207-0544 – home 252-305-3891 – cell Sinksmo0128@daretolearn.org (Youth Rep. under age 18)	6/18	Apptd. 09/17

Joshua Tolson 117 Sherwood Dr. Manteo, NC 27954 252-475-1780 (Youth Rep. under age 18)

#### NOTES:

MEETING INFO. - 2<sup>nd</sup> Tues. each month at 12:30 p.m., Rm. 238, Admin. Bldg.

CONTACT INFO: Bonnie Bennett, Friends of Youth

Jay Burrus, Dept. of Health & Human Services Director

Pat Hudspeth, Chair

#### MEMBERS COMPENSATED: No

Doug Oberbeck replaced Dave Cheesman 7/07.

Tom Waite replaced Tim Hill 7/07.

Jane Midgett replaced Betty Selby 7/07.

Renee Welch replaced Amy Wells 7/07.

Richard Martin replaced DuWayne Gibbs 7/07.

Katie Lee and Kasey Rollinson filled vacant youth rep. positions 11/07.

Vance Haskett appointed to fill unexpired term of Francis D'Ambra 1/08.

Winfield Bevins replaced Jim Southern 6/08.

Tim White replaced Cliff Ogburn 6/08.

Sarah Massey filled unexpired term of Tom Waite 10/08.

Tom Williamson filled unexpired term of Jane Midgett 12/08.

Melinda Maher filled unexpired term of Renee Welch 12/08.

Sara Gist filled vacant at large student rep 12/08.

Richard Martin replaced Nancy Griffin 7/09.

Jennifer Karpowicz replaced Kimberly Pellini 7/09.

Kevin Brunk filled unexpired term of Winfield Bevins 7/09.

Lora Vann filled unexpired Sarah Massey 11/09.

Lora Gilreath filled unexpired term of Cole Beasley 6/10.

Marsha Ribner-Cady filled vacant at large seat 65/10.

Ron Bennett appointed to fill unexpired term of Eddie Lynch 1/11.

Tripp Hobbs replaced Richard Martin 6/11.

Jeff Deringer replaced Doug Oberbeck 6/11.

Richard Martin replaced Edgar Barnes 6/11.

Lynette Ford replaced Thomas Williamson 6/11.

Tony Gray replaced Melinda Maher 6/11.

Sheila Davies filled unexpired term of Tony Gray 11/11.

Stephen Wescott filled unexpired term of Kevin Brunk 11/11.

Kara Rap filled unexpired term of Elise Quidley 11/11.

Wes Rawles filled unexpired term of David Spruill 11/11.

Matthew Schofield filled unexpired term of Lynette Ford 6/12.

Natalie Evans filled unexpired term of Matthew Schofield 2/13.

Malinda Lathan filled unexpired term of Shelia Davies 2/13.

Teresa Twyne filled unexpired term of Tripp Hobbs 10/13.

Bobbie Lowe filled unexpired term of Sarah Massey 4/14.

Adam Leggett filled unexpired term of Bobbie Lowe 12/14.

Margarette Umphlett filled unexpired term of Virginia Tillett 12/14.

Appointment for Health Department combined with appointment for Social Services, (Health and Human Services) 2014.

Laura Twichell replaced Natalie Evans 6/15.

Nancy Griffin replaced Lora Gilreath 6/15.

Alejandra Monica-Sanchez appointed to fill unexpired term of Austin Banks 11/15.

Joshua Tolson appointed to fill unexpired term of Abby Haywood 11/15.

John Gardner filled unexpired term of Ron Bennett 1/16.

Keith Letchworth filled unexpired term of Adam Leggett 1/16.

Ryan Henderson filled vacant, at large seat 1/16.

Michael Lewis filled unexpired term of Lynn Bryant 2/16.

LaQreshia Bates-Harley filled unexpired term of Sherri Ellington 6/16.

Lionel Ray Robinson replaced Malinda Lathan 6/17

Steve House replaced Margarette Umphlett 6/17

Mollee Sinks appointed to fill unexpired term of Alejandra Monica-Sanchez 9/17

#### **REVISED 9/17**



Board Appointment - Older Adult Services Advisory Council

# Description

See Attached Summary

### **Board Action Requested**

Take Appropriate Action

### **Item Presenter**

Robert Outten, County Manager

# Board Appointment Older Adult Services Advisory Council

(Four Year Term)

The following would like to be reappointed:

David Faudie Cynthia Harris Claudia Hennessey Paulette Prodanchek

The following does not wish to be reappointed:

Sandra Clark

No applications have been received.

Other Members: See attached list

#### **OLDER ADULT SERVICES ADVISORY COUNCIL**

(Four Year Term)

This Council advises Dare County in its efforts to promote, organize, plan, and coordinate services and programs for residents and visitors to Dare County who are 55 years of age and older.

MEMBER	TERM EXPIRATION	<b>ACTION</b>
Linda Lengyel	11-18	Apptd. 3/13
P.O. Box 211		Reapptd. 11/14
Hatteras, NC 27943		
937-623-3258		
North Hatteras Island Area		
Mary Pendill, Ch.	11-18	Apptd. 11/14
129 Dogwood Circle		
Manteo, NC 27954		
252-423-0757 (Cell), 252-473-3589 (H)		
-Manteo Area		
Cynthia Harris	11-17	Apptd. 11/15
92 S. Dogwood Trail		
Southern Shores, NC 27949		
703-402-6288		
South Beach Area		
Melissa Turnage	11-18	Apptd. 12-16
108 Rhodoms Dr.		
Kill Devil Hills, NC 27948		
256-0026 (H)		
475-5585 (O)		
Social Services Rep.		
Lynne Bloomfield	11-19	Apptd. 11/14
5024 Lindbergh Ave.		Reapptd. 11/15
Kitty Hawk, NC 27949		
261-8937 (H)		
Adult Services Rep.		
David Faudie	11-17	Apptd. 11/14
240 Wax Myrtle Trail		
Southern Shores, NC 27949		
255-5875 (H)		
Adult Services Rep.		

Paulette Prodanchek	11-17	Apptd. 4-05
46 Mistletoe Lane		Reapptd. 11-05,09,13
Kitty Hawk, NC 27949		
<del>261-0676</del>		
North Beach Area		
Sandra Clark	11-17	Apptd. 11/15
1508 Small Ct.		
Kill Devil Hills, NC 27948		
252-256-1753		
Mainland Area		
Claudia Hennessey	11-17	Apptd. 11/15
P.O. Box 740		
Avon, NC 27915		
995-6662		
Wanchese Area		
John Clark	11-20	Apptd. 11/16
216 Harbour Rd.		
Kill Devil Hills, NC 27948		
715-0284		
Central Beach Area		
Jim Tobin	1-21	Apptd 6/17
6951 Pecan Lane		
PO Box 243		
Manns Harbor, NC 27953		
Jim.tobin@darenc.com		
216-7732		
DC Commissioner		

#### NOTE:

MEETING INFO: 2<sup>nd</sup> Tues., 10:00 a.m., except June, July, Aug. Meetings rotates between Baum Center, Dare

Center and Fessenden Center

CONTACT INFO: Mary Pendill, Chair

Brandi Rheubottom, Dir., Baum Center

MEMBERS COMPENSATED: No

Commissioner Byrd replaced Commissioner Perry 9/97.

Walter Parker replaced Herb Barr 11/97.

Josephine Fessler replaced Lovie Midgett 11/97.

Alpean Midgett apptd. to fill unexpired term of Louise Rossiter who resigned 11/97.

Henry Haywood apptd. to fill unexpired term Marge Keys 3/99.

Edna P. Fehrmann apptd. to fill unexpired term of Marge Keys 3/99.

Kathy Crowder replaced Jimmy Williams 11/99.

Marjorie Midgett replaced Roy Midgett 11/99.

Grace Fruit replaced Edna Fehrmann 10/00.

Cheryl Byrd's appt. tabled til 12/18/00.

Geneva H. Perry filled unexpired term of Comm. Cheryl Byrd 1/01.

Lovie Midgett apptd. to fill unexpired term of Alpean Midgett 4/01.

Shirley Venente replaced Walter Parker 1/02.

Barbara Brenner replaced Josephine Fessler 1/02.

Mary Conway replaced Dell Collins 1/03.

Jonna Midgett replaced Sue Judge 1/03.

Virginia Tillett filled unexpired term of outgoing Comm. Geneva Perry 2/03.

Joe Rongo replaced "Fritz" Winfree 11/03.

Annie Rose Wells filled unexpired term of Gee Fruit 3/04.

Paulette Prodanchek filled unexpired term of Barbara Brenner 4/05.

Lynda Hester filled unexpired term of Mary Conway 4/07.

Lynn Thomas filled unexpired term of Joe Rongo 8/07.

Georgia Ellis filled unexpired term of Annie Rose Wells 8/07.

Judith Link filled unexpired term of Shirley Venente 5/08.

Steve Jennette filled unexpired term of Lovie Midgett 12/08. Gisele Mead filled unexpired term of Lynda Hester 1/09.

Linda Lenguel filled unexpired term of Steve Jennette 3/04.

Lynn Bloomfield filled unexpired term of Julia Haywood 11/14.

David Faudie filled unexpired term of Betse Kelly 11/14.

Margarette Umphlett filled unexpired term of Virginia Tillett 12/14.

\*\*\*11/2/15 – Cynthia Harris apptd. to South Beach seat, Sandra Clark to Mainland seat and Claudia Hennessey apptd. to Wanchese seat for two year terms. There were no applications from these designated areas, so appointments were made from applications that were on hand.

John Clark replaced Georgia Ellis 11/16.

Melissa Turnage filled unexpired term of Jonna Midgett 12/16.

Jim Tobin appointed to fill unexpired term of Margarette Umphlett 6/17

#### REVISED 6/17



Zoning Board of Adjustment - Appointment of Chairman

#### **Description**

The County code provides that the Chairman of the Zoning Board be appointed by the Dare County Board of Commissioners.

David Jones has served as Chairman, however, he has moved from Dare County and is no longer on the Zoning Board of Adjustment. In view of this, the Board of Commissioners is asked to appoint a Chairman from among the current members of the Zoning Board of Adjustment, listed below - - -

Current members (alphabetical order) - Anna Creef, Jay Hart, Shelly Jones, Edward Mann Jr., Thomas Murphy

#### **Board Action Requested**

Appoint a Chairman for the Dare County Zoning Board of Adjustment

#### **Item Presenter**

Robert Outten, County Manager



**Upcoming Board Appointments** 

#### Description

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

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

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

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None

#### Item Presenter

Bobby Outten, County Manager

## **Upcoming Board & Committee Appointments**

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

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

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

### **Upcoming Board Appointments**

#### December 2017

#### Board of Equalization and Review

The Board of Equalization and Review is a citizen review board that hears property tax appeals from property owners in Dare County. Under North Carolina law, each county must have an Equalization and Review Board to hear appeals of property values. 5 terms expire

#### 2. Parks and Recreation Advisory Council

This Advisory Council reviews and advises Parks and Recreation in its efforts to promote, organize, plan and coordinate activities and programs for youth and adults in Dare County. 2 terms expire

#### 3. Special Motor Vehicle Valuation Review Board

The Special Motor Vehicle Valuation Review Board hears and reviews appeals of listings and valuations placed upon taxable motor vehicles located within Dare County. 3 terms expire

### January 2018

### Nursing Home Community Advisory Council

The Nursing Home Community Advisory Councils were established to maintain the intent of the Nursing Home and Adult Care Home Resident Bill of Rights within nursing homes and adult care homes across the state. The Committee promotes community involvement and cooperation to ensure quality of care for older adults. The Council is responsible for advising the County Commissioners of the general conditions that exist in Dare County's long term care facilities. 1 term expires

#### 2. Tourism Board

The Outer Banks Visitors Bureau is the lead marketing and promotional agency for The Outer Banks of North Carolina and is funded by one percent of the occupancy tax and one percent of the prepared meals tax collected in Dare County. The Towns and other agencies represented on the Tourism Board submit recommendations for their appointments to the Board of Commissioners for final approval. One County Commissioner serves on the Board and there are two at-large seats for which applications are accepted. 7 terms expire

#### February 2018

#### 1. Planning Board

The Planning Board meets to review and recommend action on land use and development plans and issues for the unincorporated areas of Dare County. 2 terms expire

-----Instructions for Obtaining and Submitting Applications-----

An application must be submitted in order for your name to be considered for a Board or Committee appointment. The form is available on the Dare County website, or by calling Janice Williams at 475-5800.

# **COMMISSIONERS' BUSINESS**

MANAGER'S / ATTORNEY'S BUSINESS



Workshop - Discussion of Plans for 2018

### **Description**

The Board will conduct a Workshop to discuss plans for 2018. The Workshop will be held in the Commissioners Conference Room.

### **Board Action Requested**

Conduct Workshop to Discuss Plans for 2018

#### **Item Presenter**

Chairman Robert Woodard