



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

---

## DARE COUNTY BOARD OF COMMISSIONERS

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

Tuesday, January 22, 2019

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

### AGENDA

- 5:00 PM**      **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1**      Opening Remarks - Chairman's Update
- ITEM 2**      Public Comments
- ITEM 3**      Dare County Tourism Board Restricted Fund Expenditure Request
- ITEM 4**      Report from the North Carolina Coastal Federation
- ITEM 5**      Architectural Contract for Design of the New Dare County Animal Shelter
- ITEM 6**      **Public Hearings – 5:30 p.m.**
- 1. Golf Carts in Martin's Point and Manns Harbor
  - 2. Commercial Services (CS) Zoning Amendments
- ITEM 7**      Consent Agenda
- 1. Approval of Minutes (01.07.19)
  - 2. Public Health Division - Maternal and Child Health Mini Grant
  - 3. Public Health Division - NC Community Foundation Grant
  - 4. Fire Department/Rescue Squad Contract and Agreements
  - 5. Tax Collector's Report
- ITEM 8**      Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 9:00 A.M. ON FEBRUARY 4, 2019



*Opening Remarks - Chairman's Update*

**Description**

Dare County Chairman Robert Woodard will make opening remarks.

**Board Action Requested**

Informational Presentation

**Item Presenter**

Chairman Robert Woodard



*Public Comments*

**Description**

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

Comments can be made at the Commissioners Meeting Room in Manteo or through an interactive video link at the Fessenden Center Annex in Buxton.

Commissioners Meeting Room - Administration Building, 954 Marshall Collins Drive, Manteo  
Video Link - Fessenden Center Annex, 47017 Buxton Back Road, Buxton

**Board Action Requested**

Hear Public Comments

**Item Presenter**

Robert Outten, County Manager



*Dare County Tourism Board Request Consent  
Expenditure from Long Term Restricted Fund Line Item 4525*

**Description**

Award contract totaling no more than \$50,000 to Johnson Consulting to perform a Site Feasibility and Economic Impact Study for the Soundside event site.

**Board Action Requested**

Consent for expenditures for Long Term Restricted Fund

**Item Presenter**

Lee Nettles, Executive Director, Outer Banks Visitors Bureau





*Report from the North Carolina Coastal Federation*

**Description**

The North Carolina Coastal Federation will provide an update on their goals and benchmarks for 2019-2021; highlighting work in Dare County.

**Board Action Requested**

None - Information Presentation

**Item Presenter**

Erin Fleckenstein, North Carolina Coastal Federation

A coastal landscape at sunset. The sun is low on the horizon, casting a warm glow over the ocean and sky. In the foreground, a wooden fence made of vertical posts and wire runs across the frame. The ground is sandy and covered with some green vegetation. The ocean is visible in the distance, with waves breaking on the shore.

*The North Carolina Coastal Federation's Mission:*

*To provide citizens and groups with the assistance needed to take an active role in the stewardship of North Carolina's coastal water quality and natural resources.*

Erin Fleckenstein  
Coastal Scientist, Northeast Manager



# North Carolina Coastal Federation

- Founded in 1982
- Celebrating our 37<sup>th</sup> Anniversary
- Member-supported nonprofit organization
- Led by executive director, Todd Miller



North Carolina  
Coastal Federation  
*Working Together for a Healthy Coast*





“We share in the responsibility  
to protect and restore our coastal  
public trust resources.”

—TODD MILLER



# Our Approach

Seek environmental justice

Lead by example

Collaborate with community groups, local businesses, research institutions, and government agencies

Promote economic and environmental connections

Advocate and engage with the public



# Our Approach



Restore and Protect



Educate and Engage



Advocate and Inform

## Goals 2019-2021

- Goal 1: Coastal **water quality** that supports fishing, swimming, and a vibrant coastal economy.
- Goal 2: Natural and **productive estuarine shorelines**.
- Goal 3: Increase **oyster** populations to support coastal fisheries, habitat water quality and the coastal economy.
- Goal 4: **Coastal management** that protects and restores the N.C. coast.
- Goal 5: A coast that is free of **marine debris**.



# Water Quality

Watershed restoration plans are in development for nearly a dozen coastal watersheds. We work locally to craft and implement these plans. They focus on improving water quality by restoring hydrology and wetlands and providing stormwater management.







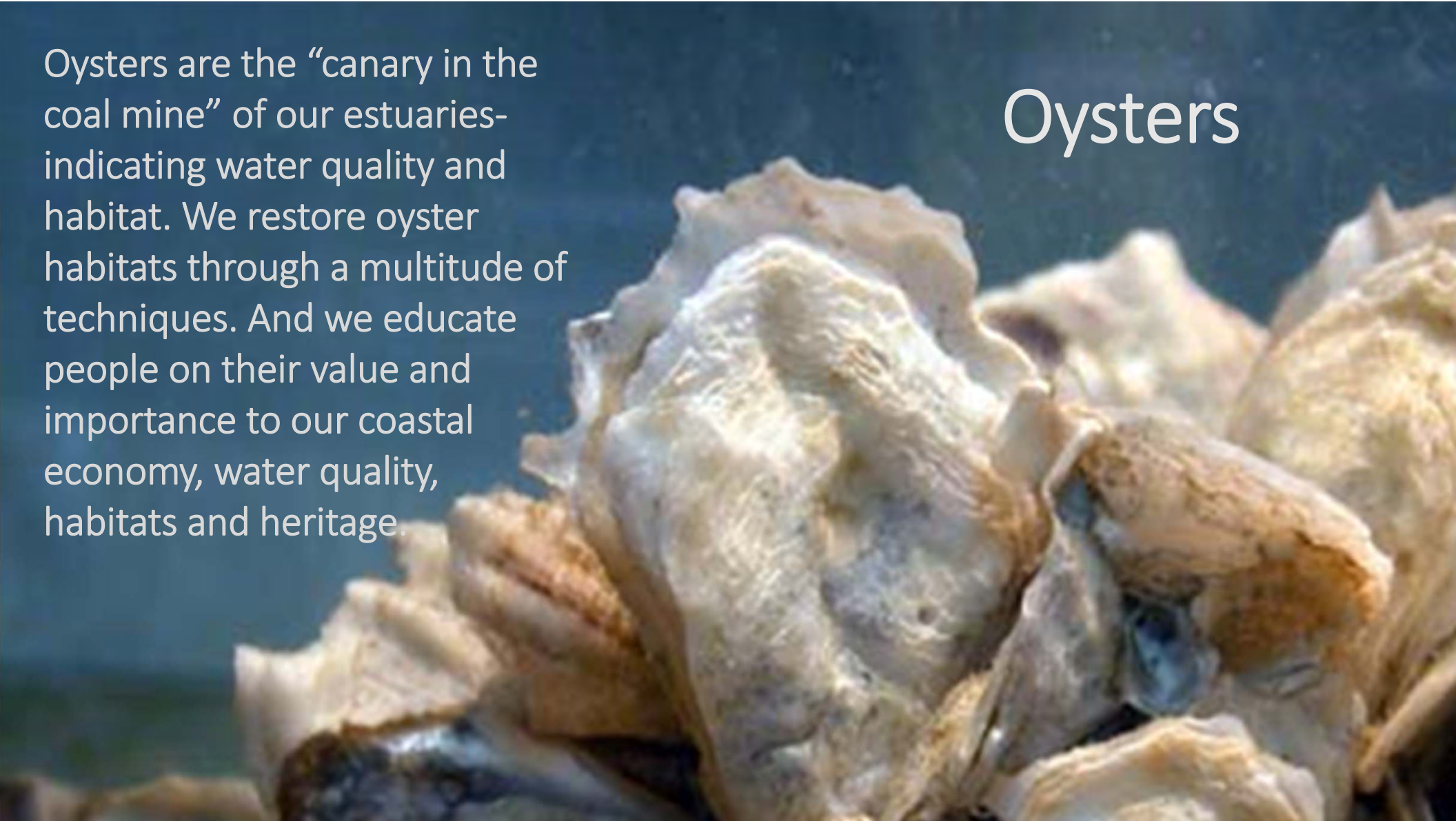
# Living Shorelines

*Living Shorelines are a creative approach to maintain, restore, or enhance the estuarine shoreline's natural habitats while providing stabilization. We partner to implement living shorelines along the coast.*



Oysters are the “canary in the coal mine” of our estuaries- indicating water quality and habitat. We restore oyster habitats through a multitude of techniques. And we educate people on their value and importance to our coastal economy, water quality, habitats and heritage.

# Oysters





# Coastal Management



Informing and engaging people in decisions about the future of our coast is central to sound coastal management.



# Marine Debris



Marine debris is dangerous to fish, wildlife and people. We implement a variety of programs to reduce marine debris on our coast, including the annual lost fishing gear recovery project, shoreline clean ups and a comprehensive outreach strategy.

# Ways to Get Involved

## PROTECT THE COAST



[Our Priorities](#)

[Our Approach](#)

[Our Work](#)

## WHAT YOU CAN DO



[Give](#)

[Volunteer](#)

[Show Your Support](#)

[Shop](#)

## WHAT'S NEW



[News](#)

[Events](#)

[Coastal Review Online](#)





**Northeast Regional Staff**  
**Erin Fleckenstein- Coastal Scientist/Regional Manager**  
**Michael Flynn- Coastal Advocate**  
**Sara Hallas- Coastal Education Coordinator**  
**Leslie Vegas– Coastal Specialist**

**(252) 473-1607**



**Thank You**





*Architectural Contract for Design of the New Dare County Animal Shelter*

**Description**

On November 5, 2018, the Board authorized the County Manager to enter into negotiations with Waller, Todd & Sadler to provide architectural and design services for the new Dare County Animal Shelter.

Attached is the proposed contract with Waller, Todd & Sadler and a Capital Project Ordinance amending the budget for the Animal Shelter approved in the FY2019 Capital Improvements Plan.

**Board Action Requested**

Approve the contract with Waller, Todd & Sadler and adopt the Capital Project Ordinance

**Item Presenter**

Robert Outten, County Manager





# AIA<sup>®</sup> Document B105<sup>™</sup> – 2017

## Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 11 day of December in the year 2018  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Dare County Finance Department  
P.O. Box 1000  
Manteo, North Carolina 27954

and the Architect:  
(Name, legal status, address and other information)

Waller, Todd & Sadler Architects  
1909 Cypress Avenue  
Virginia Beach, VA 23451

for the following Project:  
(Name, location and detailed description)

Dare County Animal Shelter  
The Architect shall work with the Owner to prepare an architectural space program. Initial assumption considering the total project budget is approximately \$2,000,000.00 (Two Million Dollars) that the gross square feet of the facility is anticipated to be 7000 – 8000 square feet in total area. It is anticipated that since the current gravel road is basically a dead end road, it shall serve as the parking lot drive aisle to minimize site costs and to provide more opportunity to develop usable square footage of the building area. The Architect will produce Schematic Design, Design Development, and Construction Documents as indicated in the schedule below. The Architect shall engage with the Owner's Construction Manager at Risk relative to engage in cost control efforts while maintaining the general intent of the program as developed. The Construction Administration Phase shall entail 2 trips per month over a Nine (9) Month Construction period plus a pre-construction meeting, punch out and back punch. The Architect shall review Contractor's pay applications, review shop drawings, respond to RFI's, issue change orders and provide other miscellaneous construction administration duties. The following is a proposed project schedule subject to modification as agreed upon by the Owner and Architect.

Programming and Owner Approval – Two (2) weeks – January 7 - 21, 2019  
Schematics - Three (3) weeks – January 22 - February 12, 2019  
Owner Review – One (1) week – February 13- February 20, 2019  
Design Development – Five (5) weeks – February 21 – March 28, 2019  
Owner Review – One (1) week – March 29 - April 5, 2019  
Construction Documents – Eight (8) weeks – April 8, 2019 – June 3, 2019  
Owner & Permit Review – Four (4) weeks – June 4, 2019 – July 2, 2019  
Ready to Advertise/NTP to CM@R – July 10, 2019  
Construction – Nine (9) months – May 10, 2020

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

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

The Owner and Architect agree as follows.

#### **ARTICLE 1 ARCHITECT'S RESPONSIBILITIES**

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

#### **ARTICLE 2 OWNER'S RESPONSIBILITIES**

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

#### **ARTICLE 3 USE OF DOCUMENTS**

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

#### **ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT**

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

**ARTICLE 5 MISCELLANEOUS PROVISIONS**

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between

Init.

Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

#### ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

##### DESIGN FEE:

Programing:	\$ 16,500.00
Schematic Design:	\$ 16,100.00
Design Development:	\$ 27,450.00
Construction Documents:	\$113,670.00
Total Design Fee:	\$173,720.00
Const.Admin. & Briefing Review:	\$ 57,260.00
Total Basic Fee:	<b>\$230,980.00</b>

##### ADDITIONAL SERVICES FEE:

Structural -Agent 1 Special Inspections:	\$ 4,400.00
Testing Lab Agent 2 Special Inspections:	\$ 10,700.00
Geotechnical (Borings):	\$ 4,100.00
Topographic Survey:	\$ 5,390.00
Site Permitting Fee:	\$ 900.00
Waterline Extension:	\$ 4,070.00
Total Additional Services:	\$ 29,560.00
Total Basic Services & Add. Services:	<b>\$260,540.00</b>

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent ( 10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest from the date payment is due at the rate of one percent ( 1 %) per month , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond sixteen ( 16 ) months of the date of this Agreement through no fault of the Architect.

#### ARTICLE 7 OTHER PROVISIONS

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

Init.

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

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

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

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

William W. Schwegler, AIA,  
Vice President, Director of Municipal/K-12 Programs  
\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

Init.

AIA Document B105™ – 2017. Copyright © 1993, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:39:25 ET on 12/11/2018 under Order No.1207922872 which expires on 02/09/2019, and is not for resale.

User Notes:

(829713003)

**Rate Schedule - Dare County Animal Shelter**  
**December 2018**

**Waller, Todd and Sadler Architects, Inc:**

Principal	\$190.00
Project Manager	\$160.00
Architect	\$125.00
CAD Technician I	\$90.00
CAD Technician II	\$70.00
Interior Designer I	\$95.00
Interior Designer II	\$88.00
Clerical	\$70.00

**Timmons Group - Civil Engineer:**

Senior Project Manager	\$175.00
Survey Crew	\$140.00
Designer	\$95.00
Draft Technician	\$80.00

**Hickman Ambrose - Mechanical & Electrical Engineering:**

Principal	\$145.00
Project Manager	\$115.00
Engineer	\$110.00
Construction Administrator	\$110.00
CADD	\$80.00
Administrator	\$54.00

Architecture ■ Engineering ■ Interior Design

1909 Cypress Avenue ■ Virginia Beach, VA 23451 ■ (757) 417-0140 ■ Fax: (757) 417-0144 ■ [wis@wlsarch.com](mailto:wis@wlsarch.com)

*Reestablished 1956*



**Speight, Marshall & Francis, P.C. - Structural Engineer:**

Principal Engineer	\$175.00
Senior Structural Engineer	\$135.00
Structural Engineer	\$135.00
Professional Construction Admin.	\$110.00
Senior Engineering Technician	\$100.00
Structural Engineering Tech.	\$85.00
Administration	\$50.00

**GET Solutions, Inc. - Geotechnical Engineers:**

Principal Engineer	\$110.00
Senior Engineer	\$95.00
Project Manager	\$85.00
Field Engineer & Project Geologist	\$85.00
Structural Steel Inspector	\$75.00
Fire Proofing/Roofing Inspector	\$65.00
Geotechnical Inspector	\$55.00
Masonry Inspector	\$55.00
Senior Field Engineer Technician	\$48.00
Field Engineer Technician	\$38.00
Administration	\$46.00

Architecture ■ Engineering ■ Interior Design

1909 Cypress Avenue ■ Virginia Beach, VA 23451 ■ (757) 417-0140 ■ Fax: (757) 417-0144 ■ [wts@wtsarch.com](mailto:wts@wtsarch.com)

*Established 1956*

**County of Dare, North Carolina  
Capital Project Ordinance  
for  
Approved FY 2019 CIP Projects**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, originally adopted on August 8, 2018, is hereby amended:

Section 1 This ordinance is to amend the budget for the Animal Shelter approved with the FY 2019 CIP, for the architectural contract. The original amount budgeted was \$75,000 for a feasibility and programming study. This amendment will bring the total to the architectural contract amount of \$260,540. This amendment also changes the funding source for the original \$75,000 to future debt proceeds.

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

Section 3 The following amount is additionally appropriated for the projects:

Animal Shelter Facilities Study	615550-737436-60339	\$185,540
---------------------------------	---------------------	-----------

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

Transfer from Capital Reserve FY 2019	613090-492739-60339	(\$75,000) decrease
Debt proceeds FY 2020	613090-470318-60339	\$75,000 increase
Debt proceeds FY 2020	613090-470318-60339	\$185,540 increase

Section 5 The Finance Officer is directed to report the financial status of the project as a part of the normal monthly reporting process.

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

Adopted this 22nd day of January, 2019.

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

[SEAL]

\_\_\_\_\_  
Gary L. Gross, Clerk to the Board of Commissioners





*Public Hearing - Golf Carts in Martin's Point and Manns Harbor*

**Description**

A public hearing on proposed amendments to Chapter 100 to allow the operation of golf carts in the Martin's Point Subdivision and in Manns Harbor is scheduled for 5:30 p.m. on January 22, 2019. The draft amendment language is attached to this cover sheet. As discussed last month, Highway 64 as it runs through the village of Manns Harbor is not included on the list of approved streets at the recommendation of Sheriff Doughtie. Following the close of the public hearing, the Board may act to adopt the proposed amendments. A motion for adoption is as follows: "I move that the proposed amendments to Chapter 100 of the Dare County Code of Ordinances to allow the operation of golf carts in the residential sections of Martin's Point Subdivision and in the villages of Manns Harbor be adopted."

**Board Action Requested**

Conduct hearing and adopt amendments to Chapter 100

**Item Presenter**

Donna Creef, Planning Director

*Golf Carts on Streets and Roads in Specified Areas of Unincorporated Dare County.*

**100.30 Operation of Golf Carts**

a. Golf carts may be operated on all streets and roads in Hatteras village west of and including Austin Road and Austin Lane where the speed limit is 35 mph or less.

b. Golf carts may be operated on Bayview Drive and First Street in Stumpy Point village where the speed limit is 35 mph or less.

c. Golf carts may be operated in the Village of Avon on the following streets where the speed limit is 35 mph or less: a) Harbor Road west of North End Road and the streets connected to Harbor Road located west of North End Road; b) the following streets and the streets connected to the following streets: North End Road, McMullen Road, Reef Drive, Old Main Road and Williams Road.

d. Golf carts may be operated in Waves village in the St. Waves Subdivision on Sea Vista Court and Sea Vista Drive where the speed limit is 35 mph or less.

e. Golf carts may be operated in Buxton Village on the following streets where the speed limit is 35 mph or less: Drive, Buxton Back Road, Dippin Vat Road, Cross Way Road, Lost Tree Trail, Rocky Rollinson Rd, Webb Lane, Middle Ridge Trail, Crooked Ridge Trail, and Light Plant speed limit is 35 mph or less: Old Lighthouse Road; Cape Point Way, Diamond Shoals Road

f. Golf carts may be operated in Wanchese Village on the following streets where the speed limit is 35 mph or less:

(1) Baumtown Road

(2) Mill Landing Road and any street connected to Mill Landing Road

(3) Old Wharf Road and any street connected to Old Wharf Road

(4) Pugh Road and any street connected to Pugh Road

(5) ER Daniels Road and any street connected to ER Daniels Road

(6) Hooker Road and any street connected to Hooker Road

(7) Sawyer Road and any street connected to Sawyer Road

This does not include any private lanes or easements that are not dedicated to public use or assigned a NC or secondary road number. (added November 19, 2018)

g. Golf carts may be operated in the residential sections of Martin's Point Subdivision.

h. Golf carts may be operated on the following streets in Manns Harbor

(1.) Mashoes Road

(2.) Harbor Road

(3) Old Ferry Dock Road

(4) Preston Twiford Road

(5) Ina Waterfield Road

(6) Croatan Way

(7) Old Manns Harbor

(8) Highland Drive

(9) Shipyard Road

(10) Hassell Road

**100.31 Definitions**

A golf cart is defined for the purposes of this subchapter as a vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour. (Reference NCGS 20-4.01)

**100.32 Age Restriction**

No person less than the age of 16 may operate a golf cart on the streets of a specified area as authorized in subsection 100.30.

**100.33 Hours of Operation**

The operation of golf carts in those areas as specified in Subsection 100.30 shall be lawful during the hours of 7:00 a.m. to 5:00 p.m. eastern standard time and 6:00 a.m to 9:00 p.m. eastern (daylight) savings time until October 1 and from 6:00 a.m. to 8:00 p.m. until the end of eastern (daylight) savings time.

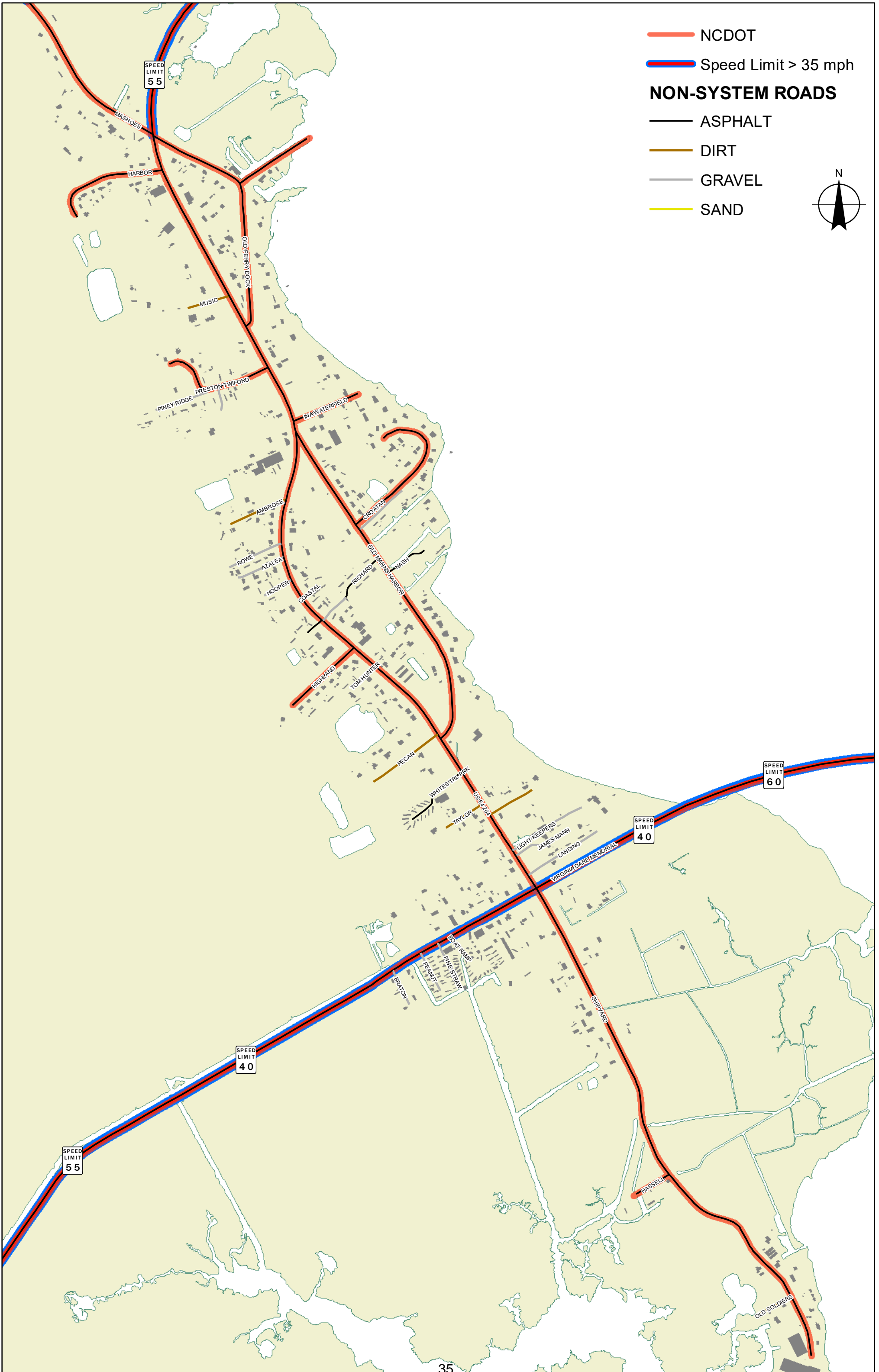
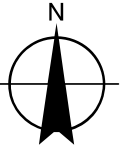
**100.34 Method of Operation**

All persons operating golf carts as authorized in subsection 100.30 shall do so in a responsible and safe manner and shall obey all traffic safety laws and traffic control signage.

**100.35 Violations**

Any person operating a golf cart in violation of this subsection shall be guilty of a Class 3 misdemeanor and shall be fined \$50.00 for each violation.

- NCDOT
- Speed Limit > 35 mph
- NON-SYSTEM ROADS**
- ASPHALT
- DIRT
- GRAVEL
- SAND





*Public Hearing -- Commercial Services Zoning Amendments*

**Description**

A public hearing on a set of proposed revisions to the Commercial Services zoning district is scheduled for 5:30 p.m. on January 22. The need to update the CS district was identified last year during consideration of an amendment to the ordinance. A list of the proposed amendments is attached with this cover sheet. None of the proposed amendments will render any existing use non-conforming. After the close of the hearing, the Board may choose to act on the amendments, choose to make revisions based on public input or board discussion or may choose to take no action. The Planning Board recommended these amendments be adopted. A finding of consistency statements is included and should be adopted with motion for favorable action. Draft motion -- "I move the CS amendments be adopted as recommended by the Planning Board. I find these amendments to be consistent with the Dare County Land Use Plan as set forth in the finding of consistency statement."

**Board Action Requested**

Conduct hearing and adopt amendments.

**Item Presenter**

**List of Proposed Amendments to CS District As Recommended by Planning Board** -- any new language proposed to addition to ordnance is underlined

Section 22-26.1 Commercial Services

1. Delete items (b) (5) parking lots, (b) (17) farm machinery supplies, sales, and repairs, and (b) (18) mobile home or recreational vehicle displays and sales.
2. Amend (b) (4) to read “funeral homes not to include crematoriums”
3. Move “Marinas” from permitted use to conditional use
4. Boat building and storage” from permitted Use to conditional use
5. Move “Automobile sales and service” from permitted Use to conditional use
6. Amend (b) (19) to read “boat display and sales not to include boat repair and/or or boat motor repair”
7. Move “Churches” from conditional use to permitted use
8. Amend (c) (2) to read “Radio, television, and other types of transmission towers subject to the provisions of Section 22-29.2”
9. Amend (c) (3) to read “Automobile service stations provided that no principal or accessory building shall be located within fifty-feet of a residential use or district, that there shall be no storage of wrecked or abandoned cars and that no portion of a service station building, equipment or gas pumps shall be within twenty-five feet of any right-of-way.”

## ZONING AMENDMENT CONSISTENCY DETERMINATION

On January 22, 2019 the Dare County Board of Commissioners considered zoning text amendments to the Commercial Services district. These amendments were initiated by the Planning Department in an effort to update the land uses authorized in the CS district. The proposed amendments, if adopted, would eliminate three uses deemed to be incompatible with the districts, move four land uses currently authorized as permitted uses to the list of conditional uses, move one land use currently authorized as a conditional use to the list of permitted uses and amend four land uses to include clarifying statements to the scope of the use.

The 2009 Dare County Land Use Plan is the comprehensive plan for unincorporated Dare County adopted by the Dare County Board of Commissioners on December 6, 2010.

A review of the Dare County Land Use Plan found several policies on commercial development, redevelopment activities and industrial development in Dare County. None of the policies provided guidance of the updating of zoning districts for relevancy of permitted and conditional uses to current practices.

On November 13, 2018 the Dare County Planning Board discussed the amendments and voted to recommended approval of the proposed amendments.

Based on a review of the Dare county Land Use Plan, the Board of Commissioners finds the proposed Commercial Services amendment to be consistent with the 2009 Land Use Plan. None of the proposed amendments will negatively impact the existing uses in the CS district.

The Dare County Board of Commissioners hereby adopts the Commercial Services zoning text amendments as prepared by the Dare County Planning Department and recommended by the Dare County Planning Board





*Consent Agenda*

**Description**

1. Approval of Minutes (01.07.19)
2. Public Health Division - Maternal and Child Health Mini Grant
3. Public Health Division - NC Community Foundation Grant
4. Fire Department/Rescue Squad Contract and Agreements
5. 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

P.O. Box 1000 | Manteo, NC 27954

---

## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

**9:00 a.m., January 7, 2019**

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

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten  
Deputy County Manager/Finance Director, David Clawson  
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](http://www.darenc.com).

Chairman Woodard called the meeting to order at 9:06 a.m. He invited Rev. Tom Wilson to share a prayer, and then he led the Pledge of Allegiance to the flag.

Note – some agenda items were handled out of sequential order to accommodate the time specific Public Hearing scheduled for 10:00 a.m. & the presentation of the audit at 11:00 a.m.

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

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

- Provided information about a special presentation he is taking to civic groups, service organizations, parent-teacher associations, and others about the affordable educational opportunities that are available for Dare County students at The College of the Albemarle.
- Announced that he and the County Manager will be going to Raleigh next week to represent Dare County at the NCACC Legislative Goals Conference for 2019.
- Invited everyone to attend the upcoming celebration of the life and vision of Dr. Martin Luther King, Jr. at the Dare County Center. He said he was honored to be asked to be the guest speaker for this year’s event and thanked the Lewis family for faithfully hosting this important community gathering for 28 years.
- Gave details about the “State of Our County” stewardship presentation that he will be giving at an upcoming breakfast hosted by the Outer Banks Chamber of Commerce.
- Reported on the recent swearing in ceremonies for Sen. Steinburg and Rep. Hanig.

- Presented a certificate of appreciation to Emanuel Davis for his outstanding record of achievements as a Canadian Football League All-Star. The Manteo High School graduate and East Carolina University football star was commended for being a good role model.

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

- 1) Allison Woodard, Social Services, received a 10-year pin.
- 2) Kenneth Melton, Detention Center, received a 15-year pin.

## **ITEM 3 – EMPLOYEE OF THE YEAR – 2018**

Tom Hollis and Ray Griggs, on behalf of the Employee of the Month Committee, introduced all the 2018 Employees of the Month before announcing Michael Hill from Dare MedFlight as the 2018 Employee of the Year.

## **ITEM 4 – EMPLOYEE OF THE MONTH – JANUARY 2019**

Jeff Deringer received the Employee of the Month award from Sheriff Doug Doughtie who described the many ways that Major Deringer is an asset to the Sheriff's Office.

## **ITEM 5 – PUBLIC COMMENTS**

The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a brief summary of citizen remarks, which can be viewed in their entirety in a video on the Dare County website –

*There were no comments made in Manteo –*

*The following comments were made in Buxton –*

1. Grace Hallenbeck asked the Board to provide a printed copy of information pertaining to Public Hearings when they are scheduled on the meeting agenda. She said since the Fessenden Annex is an extension of the Commissioner's meeting room, the Board has an obligation to provide a printed copy of information which will help citizens to be better informed to make comments about the subject matter of the Public Hearing.

## **ITEM 6 – PRESENTATION FROM THE COASTAL STUDIES INSTITUTE**

Dr. Reide Corbett, Executive Director of the Coastal Studies Institute (CSI), provided an update on the programs and strategic areas of interest at the multi-institutional coastal and marine science partnership. He outlined academic and public education programming at CSI and course offerings for students in grades 5 through 12. He also briefed the Board on plans to expand faculty at the Institute. Commissioner Tobin asked if CSI has any plans to address housing as part of their faculty expansion. Dr. Corbett said they are working to address this issue. Vice Chairman Overman asked whether CSI could undertake research on beach stabilization such as hard structures, which currently are not allowed. Dr. Corbett explained the challenges in directing individual researchers and noted that a lot of work needs to be done to understand both ocean and soundside dynamics. The Vice Chairman emphasized that stabilization needs to be considered so our nourished beaches can last longer.

**ITEM 7 – MONDAY NIGHT ALIVE – FUNDING REQUEST**

The County Manager introduced Betty Selby representing the Monday Night Alive program. Ms. Selby gave a history of the community based tutoring program for students in grades 3 through 12, many of which she said are considered at-risk. Mr. Outten noted that the group is not currently funded by the County and reported that Ms. Selby often has to buy supplies and other needed resources out of her own pocket. The Board was asked to consider providing \$1,500 in funding with an appropriate budget amendment subject to the group submitting the required application and documentation. In discussing the request, many Commissioners commented on the positive work that is done by Monday Night Alive.

**MOTION**

Vice Chairman Overman motioned to approve \$1,500 in funding and authorize any necessary budget amendments subject to the Monday Night Alive program submitting the required application and documentation.

Commissioner Bateman seconded the motion.

During discussion of the motion, Commissioners expressed willingness to increase funding beyond the requested amount of \$1,500 in order to help the students of Dare County. The original motion was withdrawn and replaced by the following motion - - -

**MOTION**

Commissioner House motioned to approve \$3,000 in funding and authorize any necessary budget amendments subject to the Monday Night Alive program submitting the required application and documentation.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

**ITEM 8 – HATTERAS RECYCLE LLC PROPOSAL FOR REDUCING TIPPING FEES**

Mr. Outten explained that Hatteras Recycle, as a private firm on Hatteras Island, diverts approx. 425 tons of material from going to the landfill. It was noted that the tipping fee for disposing recycled material has increased dramatically to the point that Hatteras Recycle may have to shut down, which would increase the tonnage that will have to be disposed of by the County at a cost of \$73 to \$85 per ton. Mr. Outten outlined a proposal from Hatteras Recycle whereby they would be able to continue offering their pay by the can service to consumers, if the County would pay them \$30/ton, which would represent a \$43/ton savings.

**MOTION**

Commissioner Tobin motioned to authorize the Manager to enter into contract with Hatteras Recycle as outlined, execute the agreement & approve any necessary budget amendments. Commissioner Couch seconded the motion.

VOTE: AYES unanimous

**RECESS: 10:46 a.m. – 11:03 a.m.** During the recess Commissioner Tobin needed to leave the meeting

**ITEM 9 – GOLF CARTS IN MARTIN’S POINT AND MANNS HARBOR**

Planning Director Donna Creef reported that requests have been made to allow the operation of golf carts in Martin’s Point and Manns Harbor. She noted that although the roads in Martin’s Point are private, they are patrolled by the Dare County Sheriff’s Office. Ms. Creef

outlined what roads might be appropriate for golf carts in Manns Harbor. She explained that in order to allow golf cart operation in Martin's Point and Manns Harbor it would require Board approval of amendments to Chapter 100 of the Dare County Code of Ordinances. Ms. Creef recommended that a Public Hearing be scheduled for 5:30 p.m., January 22, 2019.

**MOTION**

Commissioner House motioned to schedule a Public Hearing for 5:30 p.m., January 22.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

**ITEM 10 – COMMERCIAL SERVICES ZONING DISTRICT – REVIEW OF USES**

The Planning Director explained that the Planning Board has reviewed each of the permitted and conditional uses in the Commercial Services Zoning District, which applies only to the Colington area. She outlined a series of changes recommended by the Planning Board and asked that a public hearing be scheduled for 5:30 p.m., January 22, 2019.

**MOTION**

Vice Chairman Overman motioned to schedule a Public Hearing for 5:30 p.m., January 22.

Commissioner House seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

**ITEM 11 – FLOOD MAP UPDATE**

Planning Director Donna Creef explained that the County is now waiting for FEMA to issue a letter of final determination on the new flood maps. Ms. Creef reported that the State Floodplain Mapping Office has indicated that FEMA may be issuing final determination letters for several North Carolina counties in April 2019. She noted that Dare County could be included in this group, but the State is doubtful that FEMA can handle the workload if Dare County is included. She recommended that letters be sent to our delegation in Washington requesting their help in urging FEMA to release the Dare County maps in a timely way.

**MOTION**

Commissioner House motioned to authorize staff to draft letters to our congressional delegation for the Chairman's signature.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

**ITEM 12 – NCDOT RIGHT OF WAY & TEMPORARY CONSTRUCTION EASEMENTS**

The County Manager explained that NCDOT, on behalf of their Colington Road project, has asked for a Right of Way and Temporary Construction Easements at the County owned Water Tower site on Colington Road. He explained the terms of the offer, which will net Dare County \$14,825 and noted that the item has been favorably reviewed by both the County's Tax Appraisal Office and the Water Department.

**MOTION**

Vice Chairman Overman motioned to approve the Right of Way and Temporary Construction Easements and authorize the County Manager to sign all necessary documents.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

**ITEM 13 – CONSULTING ASSISTANCE FOR LEGISLATIVE ISSUES**

The County Manager asked whether the Board wanted to continue using a firm to provide assistance with legislative issues impacting Dare County. He presented a proposal from McGuireWoods Consulting to provide lobbying and government relations services for the period January through December of 2019 at a fixed fee of \$50,000 to be paid in \$5,000 monthly installments during the months of January through October.

**MOTION**

Vice Chairman Overman motioned to approve retaining McGuireWoods based on the quality of work that the firm has done for the County in the past and authorize the agreement. Commissioner Couch seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

**ITEM 14 – PRESENTATION OF JUNE 30, 2018 AUDIT RESULTS AND COMPREHENSIVE ANNUAL FINANCIAL REPORT**

Finance Director David Clawson introduced Bob Taylor, a Partner with Potter & Company, and together they presented a detailed report on the audit results and the County's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2018. Commissioners were told that the unassigned fund balance in the General Fund was \$24,991,118 or 23.77% of General Fund expenditures, which is up from 19.86%, and exceeds the County's current policy range of 19% to 21%. It was also reported that the audit of Dare County's grant activity determined that there were no findings and no questioned costs. And, it was noted that the Insurance Fund no longer has a deficit. A report was also given on other County funds including the Water Fund and Beach Nourishment Fund. The Finance Director and his team were commended for the outstanding audit report that was given to the Board. The entire CAFR is available for viewing on the Dare County website.

**ITEM 15 – PUBLIC HEARING – REVISION OF ORDINANCE CHAPTER 91  
SECTION 91.033 – GENERAL CARE AND TETHERING OF DOGS (Att. #1)**

At 10:16 a.m. the Board held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of citizen remarks, which can be viewed in their entirety in a video on the County website –

*The following comments were made in Manteo –*

1. Mandy Shapira informed the Board that while walking she had been attacked by a dog running loose with its owner. She explained that this incident resulted in cracked ribs and medical expenses and noted that this has happened to others. Ms. Shapira raised the issue of dogs being leashed and called for proper signs to be displayed.

*The following comments were made in Buxton –*

2. Sandy Dowdy described the layout of her property where her dog is on a cable run. She noted that there has never been a problem using a cable run. She told the Board that the 3-hour time limit on tethering is unacceptable and unrealistic. Ms. Dowdy added that more investigation is needed and the ordinance penalty is unacceptable.

Chairman Woodard closed the hearing at 10:21 a.m.

Health and Human Services Director Sheila Davies outlined the proposed changes to the Ordinance, which address the penalties for first and second offenses. She noted that the existing ordinance already provides that a dog may not be tethered for more than 3 hours. Vice Chairman Overman asked whether it would be reasonable to extend the time limit if a proper shelter was provided for a dog on a cable run. John Graves, from the SPCA Animal Shelter, outlined the potential dangers involved and recommended a 10 ft. by 10 ft. kennel instead. Ms. Davis advised that Animal Control and Sheriff Doughtie both approve of the proposed changes. Commissioner Ross agreed that the changes will make it a more effective ordinance.

**MOTION**

Commissioner Ross motioned to adopt the revised ordinance as presented.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

**ITEM 16 – CONSENT AGENDA**

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

**MOTION**

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (12.03.18) **(Att. #2)**
- 2) NCDOT Colington Rd. Project – Agreement, Capital Project Ordinance, Budget Amendment **(Att. #3)**
- 3) Emergency Management LEPC & HSGP Grants
- 4) Systel Statement of Work

Commissioner Ross seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

**ITEM 17 – BOARD APPOINTMENTS**

- 1) Albemarle Commission – Board of Directors

Commissioner Couch motioned to reappoint Commissioner Rob Ross.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

- 2) Juvenile Crime Prevention Council

Commissioner Bateman motioned to appoint –

- o Jennifer Alexander to the vacant Business Community seat.
- o Melanie Gonzalez to the vacant Student Representative seat.

Commissioner House seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

- 3) Nursing Home Community Advisory Council

Commissioner Couch motioned to reappoint Mary Jernigan and Melissa McCarter.

Commissioner House seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)



4) Older Adult Services Advisory Council

Vice Chairman Overman motioned to appoint Kenneth Bukantas.  
Commissioner House seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

5) Dare County Tourism Board – 6 Appointments

Chamber of Commerce Representative - - -

Vice Chairman Overman motioned to reappoint Myra Ladd-Bone.  
Commissioner Bateman seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

Town of Duck Representative - - -

Vice Chairman Overman motioned to appoint Chuck Burdick.  
Commissioner House seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

Hotel/Motel Association Representative - - -

Vice Chairman Overman motioned to appoint Jamie Chisholm.  
Commissioner Couch seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

Town of Southern Shores Representative - - -

Vice Chairman Overman motioned to reappoint Christopher Nason.  
Commissioner House seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

Town of Manteo Representative - - -

Vice Chairman Overman motioned to reappoint Bobby Owens.  
Commissioner Couch seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

At-Large Representative - - -

Vice Chairman Overman motioned to reappoint Pat Weston.  
Commissioner Bateman seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

6) Upcoming Board Appointments

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

**ITEM 18 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS**

Commissioners and the County Manager frequently make extensive remarks, which can be viewed in their entirety in a video on the Dare County website. Following is a brief summary outline of the items mentioned by Commissioners during this segment –

Commissioner Ross

- Thanked the Board for the action taken to revise the tethering ordinance.
- Gave an update on the search for a new Executive Director at the Albemarle Commission.
- Reported on the holiday Toy Night for kids at the Dare County Center and thanked staff.
- Congratulated all the employees that were honored today with service pins and awards.
- Asked about the status of the design contract for the new Animal Shelter and was told that it will be on the next meeting agenda.
- Commended Finance Director David Clawson, Sally DeFosse and the outstanding team in the Finance Department for a job well done on the audit.

Commissioner House

- Thanked the employees that were honored today and praised their caliber of service,
  - Expressed hope that 2019 will be even better than 2018.
  - Reported on his efforts to reorganize the Commission for Working Watermen.
- He outlined several proposed bylaw revisions and presented five names for appointment: (Commissioner Seat, Charter Boat Seat, 2 Commercial Fishing Seats, Science Advisor)  
He noted that three additional names will be presented at a future meeting for: (Fish House Dealer with a 3-year term, Two Commercial Fishing Seats with 3-year terms)  
In response to Commissioner House's request, the following motions were made - - -

**MOTION**

Commissioner House motioned to change the bylaws to add a non-voting Science Advisory Seat. Commissioner Bateman seconded the motion.  
VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

**MOTION**

Commissioner House motioned to change the bylaws to meet quarterly & as needed, not monthly. Vice Chairman Overman seconded the motion.  
VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

**MOTION**

Commissioner House motioned to change the bylaws to establish a quorum with 4 members, instead of 5, with the provision that in the event of a tie vote, the item will be tabled. Vice Chairman Overman seconded the motion.  
VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

**MOTION**

Chairman Woodard motioned to appoint Commissioner House & make him Chairman of the group. Commissioner Bateman seconded the motion.  
VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

**MOTION**

Chairman Woodard motioned to designate Commissioner House's appointment as a 2-year term. Commissioner Bateman seconded the motion.  
VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

**MOTION**

Commissioner House motioned to appoint Jamie Reibel, Charter Boat Capt., 2-year term. Commissioner Bateman seconded the motion.  
VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

**MOTION**

Commissioner House motioned to appoint Joe Wilson, Commercial Fisherman, 1-year term. Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

**MOTION**

Commissioner House motioned to appoint Dewey Hemilright, Commercial Fisherman, 1-year term. Commissioner Couch seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

**MOTION**

Commissioner House motioned to appoint Sara Mirabilio, non-voting Science Advisor, 3-year term. Commissioner Couch and Commissioner Bateman seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

Vice Chairman Overman

- Congratulated service pin recipients, Employee of the Month & Employee of the Year.
- Reported to the Board on the wonderful Christmas celebration at the Baum Center.
- Described the nicely done anniversary ceremony at the Wright Brothers Memorial.
- Thanked Finance Director David Clawson and his team for their work on the audit.

Commissioner Bateman

- Expressed gratitude that the County's rainy day reserve fund is now nearly 24%.
- Said he looks forward to working together with everyone on the Board of Commissioners.
- Voiced appreciation for County employees and said recognizing them is a very good thing.
- Asked that consideration be given to naming the Bonner Bridge replacement in honor of Marc Basnight. He asked the Board to think about this, gather community input, and consider a resolution of support. Commissioners expressed willingness to receive community support and discussed a timetable for addressing it.

Commissioner Couch

- Gave a positive report on recent and current real estate market activity on Hatteras Island.

Chairman Woodard

- Reminded everyone about the upcoming event celebrating the life of Dr. Martin Luther King.

**MANAGER'S/ATTORNEY'S BUSINESS**

1. The County Manager gave an update on the contract status for the local dredge project. He told Commissioners that a final document will soon be ready for Board review and approval. Mr. Outten explained that because the dredge vessel is a ship, there is a need to engage the services of a legal firm with experience in admiralty law, which is a highly specialized field of practice. He asked the Board to authorize engaging a law firm he has located with admiralty law expertise to provide this service.

**MOTION**

Vice Chairman Overman motioned to engage the law firm as requested by the Manager. Commissioner House seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

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

**MOTION**

Commissioner House motioned to adjourn the meeting.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous (Note: Commissioner Tobin was not present for voting on this item)

At 12:41 p.m., the Board adjourned until 5:00 p.m., Tuesday, January 22, 2019.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Gary Lee Gross, Clerk to the Board

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



*Dare County DHHS Public Health Division -  
Maternal and Child Health Mini Grant*

**Description**

The DCDHHS-PHD has received a Maternal and Child Health Mini Grant from the NC Division of Public Health, Women's and Children's Health Section of the Women's Health Branch. The purpose of this mini-grant is to strengthen existing efforts and/or program activities by providing staff training, purchasing programmatic equipment and supporting men and women in reproductive life planning. This one-time funding will be used to purchase an ultrasound machine for the maternal health and family planning programs and to purchase other program equipment such as an autoclave, microscope, immunization freezer, pharmacy/lab refrigerator, centrifuge, hemocue, signature pads, etc. for the new clinic office in Nags Head. No effect on county funding.

**Board Action Requested**

Approve Budget Amendment

**Item Presenter**

N/A

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2018-2019

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Human Services-Public Health					
<u>Revenues:</u>					
State/Federal - MH-CH Mini Grant	103027	424224	51010	\$20,757	
<u>Expenditures:</u>					
Misc Equipment	104600	513325	51010	\$20,757	

Explanation:

Received a Maternal Health/Child Health Mini Grant from the state, one-time funding to be used to purchase an ultrasound machine, and to purchase an autoclave, microscope, immunization freezer, pharmacy/lab refrigerator, centrifuge, hemocue, signature pads, etc. for Nags Head office. Funding period is January - May 2019

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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

# Division of Public Health Agreement Addendum FY 18-19

Dare County Department of Health & Human  
Services – Public Health Division

**Local Health Department Legal Name**

167 – Maternal and Child Health Mini Grants

**Activity Number and Description**

01/01/2019 – 05/31/2019

**Service Period**

02/01/2019 – 06/30/2019

**Payment Period**

- Original Agreement Addendum**  
 **Agreement Addendum Revision #** \_\_\_\_\_

Women’s and Children’s Health Section /  
Women’s Health Branch

**DPH Section / Branch Name**

Phyllis C. Johnson, 919-707-5715  
phyllis.c.johnson@dhhs.nc.gov

**DPH Program Contact**

(name, phone number, and email)

**DPH Program Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
(only required for a negotiable agreement addendum)

**I. Background:**

In 2017, the state’s overall infant mortality rate was 7.1 deaths per 1,000 live births, which represents a slight decrease from the 2016 rate of 7.2 deaths per 1,000 live births. Significant racial disparities remain, however, as the 2017 non-Hispanic African American rate was more than twice the non-Hispanic white rate at 12.7 per 1,000 live births.

The percentage of children under five years of age living in poverty in North Carolina decreased from 30% in 2011 to 26% in 2015, according to the U.S. Census Small Area Income and Poverty Estimates. North Carolina continues to have higher rates of poverty than the national rate, though it has decreased from 26% in 2011 to 23% in 2015. North Carolina ranked eleventh among all states for poverty of children under five years of age. County-level data estimates for the percent of children under the age of five living in poverty are available from the 2011-2015 American Community Survey. The state estimate for this survey period is 28%, and the estimated poverty levels among the North Carolina counties ranged from 16% to 56%.

The goals of these one-time Maternal and Child Health Mini Grant funds are to positively impact the communities maternal and child health outcomes and build Local Health Department capacity to address health equity and social determinants of health.

Health Director Signature

(use blue ink)

Date

Local Health Department to complete:  
(If follow-up information is needed by DPH)

LHD program contact name:  
Phone number with area code:  
Email address:

Debbie Dutton  
252-475-9366  
Debbie.Dutton@darenc.com

**Signature on this page signifies you have read and accepted all pages of this document.**

**II. Purpose:**

This Agreement Addendum provides one-time funds to the Local Health Department to strengthen existing efforts and/or program activities by providing staff training, purchasing programmatic equipment and supporting men and women in reproductive life planning.

**III. Scope of Work and Deliverables:**

The Local Health Department shall implement at least one of the following efforts:

1. **Racial Equity Institute Training:** Support staff to attend the Racial Equity Institute (REI) training to increase knowledge of health equity and the impact of racism on health outcomes. [www.racialequityinstitute.com/](http://www.racialequityinstitute.com/).
2. **Motivational Interviewing (MI) Training:** Support staff to attend a two-day interactive training session, provided at most Area Health Education Centers (AHECs), focused on learning and practicing communication skills and strategies to increase motivation of clients and success in achieving lasting behavior change. The participants of the MI training session will:
  - Strengthen fundamental skills of empathetic communication.
  - Deepen the ability to recognize, elicit, and respond to change talk
  - Practice resolving ambivalence by evoking the client's own motivation to change, and
  - Learn how to offer information and education in an MI-consistent manner.
3. **Laptops Purchase:** Purchase laptops for Pregnancy Care Managers (OBCM) and/or Care Coordination for Children (CC4C) staff to provide access to Virtual Health.
4. **Items Purchase to Support Child Fatality Prevention Team (CFPT):** One-time purchase to support the needs of the CFPT in meeting its mandate and may include items such as a laptop or tablet for electronic data entry, car seats, play yards, and educational materials on topics such as safe sleep, infant plan of safe care, bicycle safety, and four-wheeler safety.
5. **Teen Friendly Clinics Upgrade:** One-time purchase to set up or upgrade waiting areas and exam rooms to be more teen friendly. This includes work such as waiting area and exam room renovations, and purchases of items such as posters, artwork, large monitors and DVD players to show looping educational DVDs, new furniture, accessible Wi-Fi, magazine subscriptions, computer/Internet stations, and charging stations. Engage teens in the design upgrades.
6. **Equipment Purchase:** Hearing screening, vision screening, laptops for clinical staff, ADA accommodations (weigh scale for wheelchairs, adjustable exam tables, widening doors, automatic doors, ramps, wheelchair accessible bathrooms, etc.)
7. **Reproductive Life Planning Engagement:** Engage women and men through use of "One Key Question – Would You Like to Become Pregnant In the Next Year?", increase access to long-acting reversible contraception (LARC), and/or support women and men with implementing their reproductive life plan.

**IV. Performance Measures/Reporting Requirements:**

The Local Health Department shall submit **Attachment A** stating how the funds will be utilized based on local needs.

**V. Performance Monitoring and Quality Assurance:**

The Program will be monitored as part of current monitoring conducted by the monitoring teams for Women's Health in connection with its Activity 101 Maternal Health and its Activity 151 Family Planning, and by the Children and Youth Branch in connection with its Activity 351 Child Health.



**VI. Funding Guidelines or Restrictions:**

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
  - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
  - b. Frequency: Supplements will be generated as the Division receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

Attachment A

Statement of Use for Additional Funds

The Local Health Department has chosen to implement the effort or efforts checked below:

- 1. Racial Equity Institute Training
- 2. Motivational Interviewing (MI) Training
- 3. Laptops Purchase
- 4. Items Purchase to Support Child Fatality Prevention Team (CFPT)
- 5. Teen Friendly Clinics Upgrade
- 6. Equipment Purchase
- 7. Reproductive Life Planning Engagement

Brief Description of Use of Additional Funds:

Item #1: Ultrasound machine for MH patients, Equipment for our new clinic site in Nags Head  
autoclave, microscope, immunization freezer, lab/pharmacy refrigerator, centrifuge,  
hemocue, signature pads, etc

Amount of Funding for Item #1 \$20,757

Item #2:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Amount of Funding for Item #2 \_\_\_\_\_

Item #3:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Amount of Funding for Item #3 \_\_\_\_\_

Item #4:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Amount of Funding for Item #4 \_\_\_\_\_

Total Funding \$20,757

**FY19 Activity:** 167 Maternal and Child Health Mini Grants

**Supplement 1**

Supplement reason:  In AA+BE or AA+BE Rev -OR-  -

CFDA #: 93.994 | Federal awd date: 7/19/18 | Is award R&D? no | FAIN: B04MC31506 | Total amount of fed awd: \$ 17,424,544

CFDA name: Maternal and Child Health Services Block Grant	Fed award project description: Maternal and Child Health Services	Fed award agency: DHHS, Health Resources and Services Administration	Federal award indirect cost rate: n/a	%
				%

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	\$20,757	\$20,757	Jackson	019728518	\$20,757	\$20,757
Albemarle	130537822	\$22,815	\$22,815	Johnston	097599104	\$20,757	\$20,757
Alexander	030495105	\$20,757	\$20,757	Jones	095116935	\$20,757	\$20,757
Anson	847163029	\$20,757	\$20,757	Lee	067439703	\$20,757	\$20,757
Appalachian	780131541	\$22,746	\$22,746	Lenoir	042789748	\$20,757	\$20,757
Beaufort	091567776	\$20,757	\$20,757	Lincoln	086869336	\$20,757	\$20,757
Bladen	084171628	\$20,757	\$20,757	Macon	070626825	\$20,757	\$20,757
Brunswick	091571349	\$20,757	\$20,757	Madison	831052873	\$20,757	\$20,757
Buncombe	879203560	\$20,757	\$20,757	MTW	087204173	\$20,757	\$20,757
Burke	883321205	\$20,757	\$20,757	Mecklenburg	074498353	\$22,746	\$22,746
Cabarrus	143408289	\$20,757	\$20,757	Montgomery	025384603	\$20,757	\$20,757
Caldwell	948113402	\$20,757	\$20,757	Moore	050988146	\$20,757	\$20,757
Carteret	058735804	\$20,757	\$20,757	Nash	050425677	\$20,757	\$20,757
Caswell	077846053	\$20,757	\$20,757	New Hanover	040029563	\$20,757	\$20,757
Catawba	083677138	\$20,757	\$20,757	Northampton	097594477	\$20,757	\$20,757
Chatham	131356607	\$20,757	\$20,757	Onslow	172663270	\$20,757	\$20,757
Cherokee	130705072	\$20,757	\$20,757	Orange	139209659	\$20,757	\$20,757
Clay	145058231	\$20,757	\$20,757	Pamlico	097600456	\$20,757	\$20,757
Cleveland	879924850	\$20,757	\$20,757	Pender	100955413	\$20,757	\$20,757
Columbus	040040016	\$20,757	\$20,757	Person	091563718	\$20,757	\$20,757
Craven	091564294	\$20,757	\$20,757	Pitt	080889694	\$20,757	\$20,757
Cumberland	123914376	\$22,746	\$22,746	Randolph	027873132	\$20,757	\$20,757
Dare	082358631	\$20,757	\$20,757	Richmond	070621339	\$20,757	\$20,757
Davidson	077839744	\$20,757	\$20,757	Robeson	082367871	\$20,757	\$20,757
Davie	076526651	\$20,757	\$20,757	Rockingham	077847143	\$20,757	\$20,757
Duplin	095124798	\$20,757	\$20,757	Rowan	074494014	\$20,757	\$20,757
Durham	088564075	\$20,757	\$20,757	RPM	782359004	\$20,757	\$20,757
Edgecombe	093125375	\$20,757	\$20,757	Sampson	825573975	\$20,757	\$20,757
Forsyth	105316439	\$20,757	\$20,757	Scotland	091564146	\$20,757	\$20,757
Franklin	084168632	\$20,757	\$20,757	Stanly	131060829	\$20,757	\$20,757
Gaston	071062186	\$20,757	\$20,757	Stokes	085442705	\$20,757	\$20,757
Graham	020952383	\$20,757	\$20,757	Surry	077821858	\$20,757	\$20,757
Granville-Vance	063347626	\$20,757	\$20,757	Swain	146437553	\$20,757	\$20,757
Greene	091564591	\$20,757	\$20,757	Toe River	113345201	\$20,757	\$20,757
Guilford	071563613	\$22,746	\$22,746	Transylvania	030494215	\$20,757	\$20,757
Halifax	014305957	\$20,757	\$20,757	Union	079051637	\$20,757	\$20,757
Harnett	091565986	\$20,757	\$20,757	Wake	019625961	\$20,757	\$20,757
Haywood	070620232	\$20,757	\$20,757	Warren	030239953	\$20,757	\$20,757
Henderson	085021470	\$20,757	\$20,757	Wayne	040036170	\$20,757	\$20,757
Hoke	091563643	\$20,757	\$20,757	Wilkes	067439950	\$20,757	\$20,757
Hyde	832526243	\$20,757	\$20,757	Wilson	075585695	\$20,757	\$20,757
Iredell	074504507	\$20,757	\$20,757	Yadkin	089910624	\$20,757	\$20,757

Activity 167	AA	13A1 5146 AR	Proposed Total	New Total
Service Period		01/01-05/31		
Payment Period		02/01-06/30		
01 Alamance	* 0	20,757	20,757	20,757
D1 Albemarle	* 0	22,815	22,815	22,815
02 Alexander	* 0	20,757	20,757	20,757
04 Anson	* 0	20,757	20,757	20,757
D2 Appalachian	* 0	22,746	22,746	22,746
07 Beaufort	* 0	20,757	20,757	20,757
09 Bladen	* 0	20,757	20,757	20,757
10 Brunswick	* 0	20,757	20,757	20,757
11 Buncombe	* 0	20,757	20,757	20,757
12 Burke	* 0	20,757	20,757	20,757
13 Cabarrus	* 0	20,757	20,757	20,757
14 Caldwell	* 0	20,757	20,757	20,757
16 Carteret	* 0	20,757	20,757	20,757
17 Caswell	* 0	20,757	20,757	20,757
18 Catawba	* 0	20,757	20,757	20,757
19 Chatham	* 0	20,757	20,757	20,757
20 Cherokee	* 0	20,757	20,757	20,757
22 Clay	* 0	20,757	20,757	20,757
23 Cleveland	* 0	20,757	20,757	20,757
24 Columbus	* 0	20,757	20,757	20,757
25 Craven	* 0	20,757	20,757	20,757
26 Cumberland	* 0	22,746	22,746	22,746
28 Dare	* 0	20,757	20,757	20,757
29 Davidson	* 0	20,757	20,757	20,757
30 Davie	* 0	20,757	20,757	20,757
31 Duplin	* 0	20,757	20,757	20,757
32 Durham	* 0	20,757	20,757	20,757
33 Edgecombe	* 0	20,757	20,757	20,757
34 Forsyth	* 0	20,757	20,757	20,757
35 Franklin	* 0	20,757	20,757	20,757
36 Gaston	* 0	20,757	20,757	20,757
38 Graham	* 0	20,757	20,757	20,757
D3 Gran-Vance	* 0	20,757	20,757	20,757
40 Greene	* 0	20,757	20,757	20,757
41 Guilford	* 0	22,746	22,746	22,746
42 Halifax	* 0	20,757	20,757	20,757
43 Harnett	* 0	20,757	20,757	20,757
44 Haywood	* 0	20,757	20,757	20,757
45 Henderson	* 0	20,757	20,757	20,757
46 Hertford		0	0	0
47 Hoke	* 0	20,757	20,757	20,757
48 Hyde	* 0	20,757	20,757	20,757
49 Iredell	* 0	20,757	20,757	20,757
50 Jackson	* 0	20,757	20,757	20,757

51 Johnston	* 0	20,757	20,757	20,757
52 Jones	* 0	20,757	20,757	20,757
53 Lee	* 0	20,757	20,757	20,757
54 Lenoir	* 0	20,757	20,757	20,757
55 Lincoln	* 0	20,757	20,757	20,757
56 Macon	* 0	20,757	20,757	20,757
57 Madison	* 0	20,757	20,757	20,757
D4 M-T-W	* 0	20,757	20,757	20,757
60 Mecklenburg	* 0	22,746	22,746	22,746
62 Montgomery	* 0	20,757	20,757	20,757
63 Moore	* 0	20,757	20,757	20,757
64 Nash	* 0	20,757	20,757	20,757
65 New Hanover	* 0	20,757	20,757	20,757
66 Northampton	* 0	20,757	20,757	20,757
67 Onslow	* 0	20,757	20,757	20,757
68 Orange	* 0	20,757	20,757	20,757
69 Pamlico	* 0	20,757	20,757	20,757
71 Pender	* 0	20,757	20,757	20,757
73 Person	* 0	20,757	20,757	20,757
74 Pitt	* 0	20,757	20,757	20,757
76 Randolph	* 0	20,757	20,757	20,757
77 Richmond	* 0	20,757	20,757	20,757
78 Robeson	* 0	20,757	20,757	20,757
79 Rockingham	* 0	20,757	20,757	20,757
80 Rowan	* 0	20,757	20,757	20,757
D5 R-P-M	* 0	20,757	20,757	20,757
82 Sampson	* 0	20,757	20,757	20,757
83 Scotland	* 0	20,757	20,757	20,757
84 Stanly	* 0	20,757	20,757	20,757
85 Stokes	* 0	20,757	20,757	20,757
86 Surry	* 0	20,757	20,757	20,757
87 Swain	* 0	20,757	20,757	20,757
D6 Toe River	* 0	20,757	20,757	20,757
88 Transylvania	* 0	20,757	20,757	20,757
90 Union	* 0	20,757	20,757	20,757
92 Wake	* 0	20,757	20,757	20,757
93 Warren	* 0	20,757	20,757	20,757
96 Wayne	* 0	20,757	20,757	20,757
97 Wilkes	* 0	20,757	20,757	20,757
98 Wilson	* 0	20,757	20,757	20,757
99 Yadkin	* 0	20,757	20,757	20,757
Totals		1,753,602	1,753,602	1,753,602

Sign and Date - DPH Program Administrator <i>Deirdre [Signature]</i> 12/7/18	Sign and Date - DPH Section Chief <i>Amberly [Signature]</i> 12/7/18
Sign and Date - DPH Contracts Office <i>[Signature]</i> 12/7/18	Sign and Date - DPH Budget Officer <i>Camela [Signature]</i> 12/11/18

*babamero 12-7-18*





*Dare County DHHS, Public Health Division  
NC Community Foundation Grant*

**Description**

DC DHHS, Public Health Division received a grant from the NC Community Foundation Grant on behalf of the Charles W Gaddy & Lucy Finch Gaddy Endowment Fund. The purpose and use of the grant funds will be to continue the Naloxone billboard on Highway 64 in Manteo and to purchase Narcan(Naloxone) which is used to reverse the effects of opioids.

No effect on county funding

**Board Action Requested**

Approve Budget Ammendment

**Item Presenter**

N/A

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2018-2019

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Human Services-Public Health					
<u>Revenues:</u>					
NCCF-Gaddy Endowment Fund	103052	464718	56005	\$7,500	
<u>Expenditures:</u>					
Supplies-Medical	104600	513303	56005	\$5,000	
Advertising	104600	525600	56005	\$2,500	

Explanation:

Grant from the NC Community Foundation-Gaddy Endowment Funds to purchase Narcan for the community and for billboard advertising.

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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



# Grant Terms & Conditions

Due to the Foundation within **60 days of 11/29/2018**  
Via Mail: 3737 Glenwood Avenue, Suite 460, Raleigh, NC 27612 |  
Via Email: grants@nccommunityfoundation.org | Via Fax: 919.827.0749

**Fund Name: Charles W. Gaddy and Lucy Finch Gaddy Endowment Fund**  
**Grant Amount: \$ 7,500.00**  
**Grant Purpose: to be allocated as follows: \$2,500 for a Billboard and \$5,000 for Narcan**

Please review the following information from our files and mark any changes, corrections, or omissions:

**Grantee Organization: Dare County Department of Health and Human Services**

**Contact Name:** ~~Ms. Sheila Davies~~ Roxana Ballinger **Title:** ~~Health Director~~ Health Director & Outreach Director

**Address:** P.O. Box 669  
Manteo, NC 27954

**Phone:** ~~252-475-5028~~ 252 475-5619  
**Email:** annet@darenc.com

**Federal Tax ID:** 56-6000293 REQUIRED

- Grantee certifies to the North Carolina Community Foundation ("Foundation") that it is an organization that is a government entity, religious organization, and/or an organization that is currently recognized by the IRS as a public charity under section 501(c)(3) of the Internal Revenue Code. If grantee has tax-exempt status through another section of the Code, documentation must be provided to the Foundation.
- Grantee agrees to notify the Foundation of any change in tax-exempt status or in its ability to execute the grant and use grant funds for the stated purpose of the grant.
- Grantee will utilize funding only for charitable purposes detailed above and/or in the grant award notification letter.
- Grantee certifies that this grant does not represent payment of a pledge or other personal financial obligation on behalf of any Fund representative(s), family members, or businesses they control.
- Grantee certifies that no tangible benefit, goods, or services (including dinners, tickets, seating priority, etc.) were or will be received by any individual or entities connected with the Fund.
- Grantee certifies this grant was not earmarked for lobbying, electioneering, or political activities of any kind.
- In compliance with Executive Order 13224 and the Patriot Act, grantee certifies that it is not a terrorist or terrorist-supporting organization and agrees not to promote or engage in violence, terrorism, or bigotry.
- Any unused portion of the Foundation grant funding must be returned to the Foundation upon completion of the grant term. (Unless otherwise specified, the grant term is one calendar year following the date of the grant check.)
- Grantees are expected to acknowledge support from NCCF in all publicity, exhibits and publications resulting from this grant, which should be acknowledged as "support from **Charles W. Gaddy and Lucy Finch Gaddy Endowment Fund**, a component fund of the North Carolina Community Foundation." Please refer to us as "North Carolina Community Foundation" in first reference. NCCF on 2nd reference is fine. We also encourage you to link to our website from yours as appropriate. If this grant has been awarded by one of our affiliate foundations, detailed instructions on how to acknowledge this contribution can be found on our website.
- This **Grant Terms & Conditions** form must be returned to the Foundation **fully completed** within 60 days of the grant date. The Grantee will not receive any future funding if the form is not returned as requested.
- Grantee will promptly provide such additional information, reports, or documents as the Foundation may request.
- The Foundation reserves the right to terminate this grant should the Grantee fail to comply with the terms and conditions of this agreement.

I understand that, by accepting the Foundation's grant check, I am agreeing to the foregoing Grant Terms and Conditions and hereby certify my authority to make such acceptance and agreement on the Grantee's behalf. I have also provided my organization's correct Federal Tax ID above.

**Signature:** [Handwritten Signature]  
**Title:** Director, DHH

**Date Submitted:** \_\_\_\_\_  
**Grant Date:** 11/29/2018



*Fire Department/Rescue Squad Contract and Agreements*

**Description**

New 5 year Contract and Agreements between Dare County and the following Volunteer/Rescue Fire Departments: Avon Volunteer Fire Department, Inc., Buxton Fire Prevention Assoc., Inc., Chicamacomico Banks Volunteer Fire Department, Colington Volunteer Fire Department, Frisco Fire Prevention Assoc., Inc., Hatteras Fire Protective Assoc., Inc., Manns Harbor Volunteer Fire Department, Inc., Southern Shores Volunteer Fire Department, Stumpy Point Volunteer Fire Department and the Hatteras Island Rescue Squad.

**Board Action Requested**

Approval of all contracts, with notarized signature of the Chairman of the Board of Commissioners where required.

**Item Presenter**

Steve Kovacs, Dare County Fire Marshal

NORTH CAROLINA  
DARE COUNTY

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this the 17th day of December, 2018, by and between COUNTY OF DARE, also referred to as County, and the AVON VOLUNTEER FIRE DEPARTMENT INC., also referred to as Fire Department;

WITNESSETH:

WHEREAS, N.C.G.S. 69-25.5 provides that counties may provide for fire prevention in a fire district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, N.C.G.S. 159-13a provides that the budget ordinance of a Board of Commissioners may be in any form that the Board considers most efficient in enabling it to make the fiscal policy decisions embodied therein, and that financial transactions related to the fire district may be accounted for in an agency fund established to account for moneys held by the County as an agent; and

WHEREAS, the Fire Department is a nonprofit corporation organized for fire protection for the public; and

WHEREAS, it serves a special tax district created by a vote of the people to fund the Fire Departments operations; and

WHEREAS, the County levies and collects the taxes and is responsible for said funds for the use and benefit of the citizens in the fire protection district; and

WHEREAS, the County desires to standardized all its arrangements with Fire Departments in the County;

NOW, THEREFORE, in consideration of the premises, the parties hereto contract and agree as follows:

1. The County contracts and agrees that it will cause to be assessed or levied a special tax of all real and personal property in the Avon Fire Districts described in Attachment A unless otherwise limited by law and/or vote of the people; and will collect said tax as a part of the ad valorem taxes of the County of Dare.
2. That an agency fund shall be maintained by the County for the funds collected as a result of said special tax.
3. That current fire district taxes and two years of delinquent fire district taxes, as they are collected by the County, shall be remitted to the Fire Department within five (5) business days following the end of each month, when feasible. The Fire Department will provide the Dare County Finance Department instructions for the electronic delivery of funds collected for the Fire Department by the County.
4. The Fire Department shall provide the necessary equipment and personnel for furnishing adequate fire protection as determined by the North Carolina Department of Insurance, Fire and Rescue Division, for all property located within the Fire District, and it will maintain a



minimum 9-S rating through the Department of Insurance and furnish said fire protection free of charge to all persons and individuals located in said District in an efficient and workmanlike manner.

5. The Fire Department further agrees to comply with the adopted state rules, regulations, and fire code and work directly with the Dare County Fire Marshal as a combined effort to improve the insurance rating of this fire district. In addition, as a county resource the Fire Department agrees to support response and recovery activities under the Dare County Emergency Management Plan as outlined in Chapter 92 of the Dare County Code by working with the Dare County Fire Marshal and/or the Emergency Management Director to fulfill the objectives and priorities set by the Dare County Control Group. These efforts could include, but are not limited to serving as a local Incident Commander for the fire district or providing facilities to support disaster recovery center operations in the fire district.
6. That all funds paid to the Fire Department by the County shall be used exclusively to provide fire protection within said Fire Districts and to pay other legitimate fire protection expenses.
7. The Fire Department will maintain its status as a nonprofit corporation and IRS Section 501(c) (4) or 501(c) (3) status. The Fire Department will properly and timely file annual any required IRS form 990 and will submit a copy to the Dare County Finance Department
8. The County may inspect all books and accounts of the Fire Department at any time it shall desire. It is further agreed that the Fire Department will comply with any existing special district financial reporting requirements adopted by the Dare County Board of Commissioners (see Attachment B for current requirements).
9. The Fire Department agrees to comply with County budgeting procedures and other procedures provided for by State law and agrees to submit budget estimates to the Board of Commissioners on standard forms as instructed by the Dare County Finance Department. The Fire Department also agrees to use standard line items for accounting devised or consented to by the County Finance Department.
10. The Fire Department further agrees to file with the County Finance Department a true copy of the Articles of Incorporation, existing bylaws and any changes made thereto from time to time; further, the Fire Department agrees to adopt bylaws which meet all minimum legal requirements and which bylaws, in addition thereto, have reasonable provisions enabling citizens of the community to participate in the affairs of the corporation at no less than one annual meeting and vesting in a Board of Directors the authority to manage the affairs of the corporation without a vote of the membership to the extent permitted by N.C.G.S. 55A, the North Carolina Nonprofit Corporation Act.
11. Upon non-compliance with sections 6, 7, 8 or 10 of this agreement, as determined by the Dare County Finance Director, the Fire Department shall be promptly notified in writing by the Dare County Finance Director. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions", the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.
12. The Fire Department shall defend, indemnify and hold harmless the County, as well as those of their respective officers, agents and employees who perform any services or duties under

this Agreement, from any claims, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.

13. Fire Department agrees to maintain insurance coverage, the premiums for which shall be included in the budget of the Fire Department, said coverage to be as follows:
  - a. Workers' Compensation: Coverage to apply to all volunteers for statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident; \$100,000.00 bodily injury or disease for each employee and \$500,000.00 bodily injury or disease policy limit.
  - b. Comprehensive General Liability: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, products and/or completed operations, broad form property damage, and a contractual liability endorsement.
  - c. Business Auto Policy: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles, and employee non-ownership.
  - d. Professional Errors and Omissions Liability: Coverage shall have minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
  - e. Umbrella Liability: Coverage shall have a minimum limit of \$1,000,000.00 with underlying coverage of compensation/employers liability.
  
14. Additional special requirements shall be as follows:
  - a. The County is to be included as an additional insured on each of the liability policies in the agreement.
  - b. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this contract. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage. The certificates of insurance meeting the required insurance provisions shall be forwarded to the County. Wording on the certificates which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.
  
15. This contract shall begin upon execution and shall expire on the 31th day of December, 2024, unless sooner terminated by either party upon written notice of 180 days.

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be signed in its name by its Chairman, attested by its Clerk and its corporate seal affixed hereto, all as the act and deed of the said Dare County Board of Commissioners, and the party of the second part has caused this instrument to be signed in its name by its President, attested by its secretary, and its corporate seal affixed hereto, all by order of its Board of Directors duly given, the said year first above written.

DARE COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

\_\_\_\_\_  
Clerk

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

ATTEST:

\_\_\_\_\_  
Secretary

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who, being by me duly sworn, deposes and says that he is Chairman of the Board of Commissioners of Dare County, that the seal affixed to the foregoing instrument in writing is the official seal of said County, that the said writing was signed and sealed by him in behalf of said County Board of Commissioners by its authority duly and legally given, and he acknowledged the said writing to be the act and deed of the said Board of County Commissioners of Dare County.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who acknowledged that (s)he is President of the \_\_\_\_\_, a North Carolina corporation, and that by authority duly given and as the act of corporation, the foregoing instrument was signed in its name by him/her as its President, sealed with its corporate seal and attested by its corporate Secretary.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**Special Taxing Districts Financial Reporting Requirements  
Adopted by the Dare County Board of Commissioners on July 16, 2007**

Financial reporting requirements shall be reflected in the special district's contract with the County. All special district contracts are to be amended to reflect these provisions.

Special district contracts shall be established with those that do not currently have them: the Hatteras Community Center, the Stumpy Point Community Center, the Wanchese Community Center and the Rodanthe, Waves, Salvo Community Center.

Contracts shall be established for the Manns Harbor Community Center, the East Lake Community Center and the Roanoke Island Community Center, where the County owns the property and provides certain services but the special district does not levy a property tax.

All special districts are required to submit a budget request to the County Finance Department. Such budget request will include a line item breakdown of the entire special district budget for the year of the request and shall specifically state the requested property tax rate requested to be levied.

If property taxes levied by Dare County for the special district annually exceed \$150,000 an independent external audit is required and the audit will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

If property taxes levied by Dare County for the special district annually exceed \$100,000 but are \$150,000 or less, an external review or compilation is required and the review or compilation will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

In all cases where an IRS Form 990 is filed, the same will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year or one month after the extended filing date with proof of filing an extension with the IRS.

In all cases the special district's Articles of Incorporation, By-laws, and IRS 501(c)(3) Determination Letter are to be filed in the Dare County Finance Department. Any revisions to the above will be filed with the Dare County Finance Department.

For any district not in compliance with the financial reporting requirements of their contract, the County Finance Director will notify the special district in writing of such at least three times. If the non-compliance has not been remedied within three months of its occurrence, the County will begin to charge the special district a property tax collection fee of 1.5% of the amount collected until the non-compliance is remedied. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions" (required for the volunteer fire department's participation in the Fireman's Relief Fund), the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.

# RESOLUTION

## For Approval of Insurance District Boundaries

NORTH CAROLINA

DARE COUNTY


Upon motion by Commissioner Shea,  
seconded by Commissioner Burrus & Commissioner Dutton, RESOLVED that the  
Board of Commissioners of the County of Dare, approve the boundary lines of the AVON  
Fire Insurance District in accordance with the maps and description filed this date with the  
Board of County Commissioners and recorded in the minutes of the meeting. Said AVON  
Fire Insurance District being described as follows:

SEE ATTACHED

NORTH CAROLINA

DARE COUNTY

This is to certify that the foregoing is a true and accurate copy of excerpt from the  
Minutes of the Board of County Commissioners of Dare County, adopted this the 3rd  
day of December, 20 12.

  
Clerk to the Board

(SEAL)

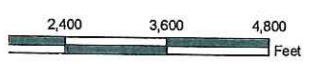




Legend  
Avon Fire Di

PAMLICO SOUND

ATLANTIC OCEAN



### AVON 5 MILE INSURANCE DISTRI

DARE COUNTY WATER  
GIS  
TIM BUTCH



NORTH CAROLINA  
DARE COUNTY

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this the 17th day of December, 2018, by and between COUNTY OF DARE, also referred to as County, and the BUXTON FIRE PREVENTION ASSOCIATION, INC., also referred to as Fire Department;

WITNESSETH:

WHEREAS, N.C.G.S. 69-25.5 provides that counties may provide for fire prevention in a fire district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, N.C.G.S. 159-13a provides that the budget ordinance of a Board of Commissioners may be in any form that the Board considers most efficient in enabling it to make the fiscal policy decisions embodied therein, and that financial transactions related to the fire district may be accounted for in an agency fund established to account for moneys held by the County as an agent; and

WHEREAS, the Fire Department is a nonprofit corporation organized for fire protection for the public; and

WHEREAS, it serves a special tax district created by a vote of the people to fund the Fire Departments operations; and

WHEREAS, the County levies and collects the taxes and is responsible for said funds for the use and benefit of the citizens in the fire protection district; and

WHEREAS, the County desires to standardized all its arrangements with Fire Departments in the County;

NOW, THEREFORE, in consideration of the premises, the parties hereto contract and agree as follows:

1. The County contracts and agrees that it will cause to be assessed or levied a special tax of all real and personal property in the Avon Fire District described in Attachment A unless otherwise limited by law and/or vote of the people; and will collect said tax as a part of the ad valorem taxes of the County of Dare.
2. That an agency fund shall be maintained by the County for the funds collected as a result of said special tax.
3. That current fire district taxes and two years of delinquent fire district taxes, as they are collected by the County, shall be remitted to the Fire Department within five (5) business days following the end of each month, when feasible. The Fire Department will provide the Dare County Finance Department instructions for the electronic delivery of funds collected for the Fire Department by the County.
4. The Fire Department shall provide the necessary equipment and personnel for furnishing adequate fire protection as determined by the North Carolina Department of Insurance, Fire and Rescue Division, for all property located within the Fire District, and it will maintain a

minimum 9-S rating through the Department of Insurance and furnish said fire protection free of charge to all persons and individuals located in said District in an efficient and workmanlike manner.

5. The Fire Department further agrees to comply with the adopted state rules, regulations, and fire code and work directly with the Dare County Fire Marshal as a combined effort to improve the insurance rating of this fire district. In addition, as a county resource the Fire Department agrees to support response and recovery activities under the Dare County Emergency Management Plan as outlined in Chapter 92 of the Dare County Code by working with the Dare County Fire Marshal and/or the Emergency Management Director to fulfill the objectives and priorities set by the Dare County Control Group. These efforts could include, but are not limited to serving as a local Incident Commander for the fire district or providing facilities to support disaster recovery center operations in the fire district.
6. That all funds paid to the Fire Department by the County shall be used exclusively to provide fire protection within said Fire Districts and to pay other legitimate fire protection expenses.
7. The Fire Department will maintain its status as a nonprofit corporation and IRS Section 501(c) (4) or 501(c) (3) status. The Fire Department will properly and timely file annual any required IRS form 990 and will submit a copy to the Dare County Finance Department
8. The County may inspect all books and accounts of the Fire Department at any time it shall desire. It is further agreed that the Fire Department will comply with any existing special district financial reporting requirements adopted by the Dare County Board of Commissioners (see Attachment B for current requirements).
9. The Fire Department agrees to comply with County budgeting procedures and other procedures provided for by State law and agrees to submit budget estimates to the Board of Commissioners on standard forms as instructed by the Dare County Finance Department. The Fire Department also agrees to use standard line items for accounting devised or consented to by the County Finance Department.
10. The Fire Department further agrees to file with the County Finance Department a true copy of the Articles of Incorporation, existing bylaws and any changes made thereto from time to time; further, the Fire Department agrees to adopt bylaws which meet all minimum legal requirements and which bylaws, in addition thereto, have reasonable provisions enabling citizens of the community to participate in the affairs of the corporation at no less than one annual meeting and vesting in a Board of Directors the authority to manage the affairs of the corporation without a vote of the membership to the extent permitted by N.C.G.S. 55A, the North Carolina Nonprofit Corporation Act.
11. Upon non-compliance with sections 6, 7, 8 or 10 of this agreement, as determined by the Dare County Finance Director, the Fire Department shall be promptly notified in writing by the Dare County Finance Director. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions", the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.
12. The Fire Department shall defend, indemnify and hold harmless the County, as well as those of their respective officers, agents and employees who perform any services or duties under

this Agreement, from any claims, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.

13. Fire Department agrees to maintain insurance coverage, the premiums for which shall be included in the budget of the Fire Department, said coverage to be as follows:
  - a. Workers' Compensation: Coverage to apply to all volunteers for statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident; \$100,000.00 bodily injury or disease for each employee and \$500,000.00 bodily injury or disease policy limit.
  - b. Comprehensive General Liability: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, products and/or completed operations, broad form property damage, and a contractual liability endorsement.
  - c. Business Auto Policy: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles, and employee non-ownership.
  - d. Professional Errors and Omissions Liability: Coverage shall have minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
  - e. Umbrella Liability: Coverage shall have a minimum limit of \$1,000,000.00 with underlying coverage of compensation/employers liability.
  
14. Additional special requirements shall be as follows:
  - a. The County is to be included as an additional insured on each of the liability policies in the agreement.
  - b. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this contract. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage. The certificates of insurance meeting the required insurance provisions shall be forwarded to the County. Wording on the certificates which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.
  
15. This contract shall begin upon execution and shall expire on the 31th day of December, 2024, unless sooner terminated by either party upon written notice of 180 days.

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be signed in its name by its Chairman, attested by its Clerk and its corporate seal affixed hereto, all as the act and deed of the said Dare County Board of Commissioners, and the party of the second part has caused this instrument to be signed in its name by its President, attested by its secretary, and its corporate seal affixed hereto, all by order of its Board of Directors duly given, the said year first above written.

DARE COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

\_\_\_\_\_  
Clerk

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

ATTEST:

\_\_\_\_\_  
Secretary

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who, being by me duly sworn, deposes and says that he is Chairman of the Board of Commissioners of Dare County, that the seal affixed to the foregoing instrument in writing is the official seal of said County, that the said writing was signed and sealed by him in behalf of said County Board of Commissioners by its authority duly and legally given, and he acknowledged the said writing to be the act and deed of the said Board of County Commissioners of Dare County.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who acknowledged that (s)he is President of the \_\_\_\_\_, a North Carolina corporation, and that by authority duly given and as the act of corporation, the foregoing instrument was signed in its name by him/her as its President, sealed with its corporate seal and attested by its corporate Secretary.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



**Special Taxing Districts Financial Reporting Requirements  
Adopted by the Dare County Board of Commissioners on July 16, 2007**

Financial reporting requirements shall be reflected in the special district's contract with the County. All special district contracts are to be amended to reflect these provisions.

Special district contracts shall be established with those that do not currently have them: the Hatteras Community Center, the Stumpy Point Community Center, the Wanchese Community Center and the Rodanthe, Waves, Salvo Community Center.

Contracts shall be established for the Manns Harbor Community Center, the East Lake Community Center and the Roanoke Island Community Center, where the County owns the property and provides certain services but the special district does not levy a property tax.

All special districts are required to submit a budget request to the County Finance Department. Such budget request will include a line item breakdown of the entire special district budget for the year of the request and shall specifically state the requested property tax rate requested to be levied.

If property taxes levied by Dare County for the special district annually exceed \$150,000 an independent external audit is required and the audit will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

If property taxes levied by Dare County for the special district annually exceed \$100,000 but are \$150,000 or less, an external review or compilation is required and the review or compilation will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

In all cases where an IRS Form 990 is filed, the same will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year or one month after the extended filing date with proof of filing an extension with the IRS.

In all cases the special district's Articles of Incorporation, By-laws, and IRS 501(c)(3) Determination Letter are to be filed in the Dare County Finance Department. Any revisions to the above will be filed with the Dare County Finance Department.

For any district not in compliance with the financial reporting requirements of their contract, the County Finance Director will notify the special district in writing of such at least three times. If the non-compliance has not been remedied within three months of its occurrence, the County will begin to charge the special district a property tax collection fee of 1.5% of the amount collected until the non-compliance is remedied. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions" (required for the volunteer fire department's participation in the Fireman's Relief Fund), the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.

# RESOLUTION

## For Approval of Insurance District Boundaries

NORTH CAROLINA

DARE COUNTY


Upon motion by Commissioner Shea,  
seconded by Commissioner Burns & Commissioner Dutton, RESOLVED that the  
Board of Commissioners of the County of Dare, approve the boundary lines of the  
BUXTON Fire Insurance District in accordance with the maps and description filed this  
date with the Board of County Commissioners and recorded in the minutes of the meeting.  
Said BUXTON Fire Insurance District being described as follows:

*SEE ATTACHED*

NORTH CAROLINA

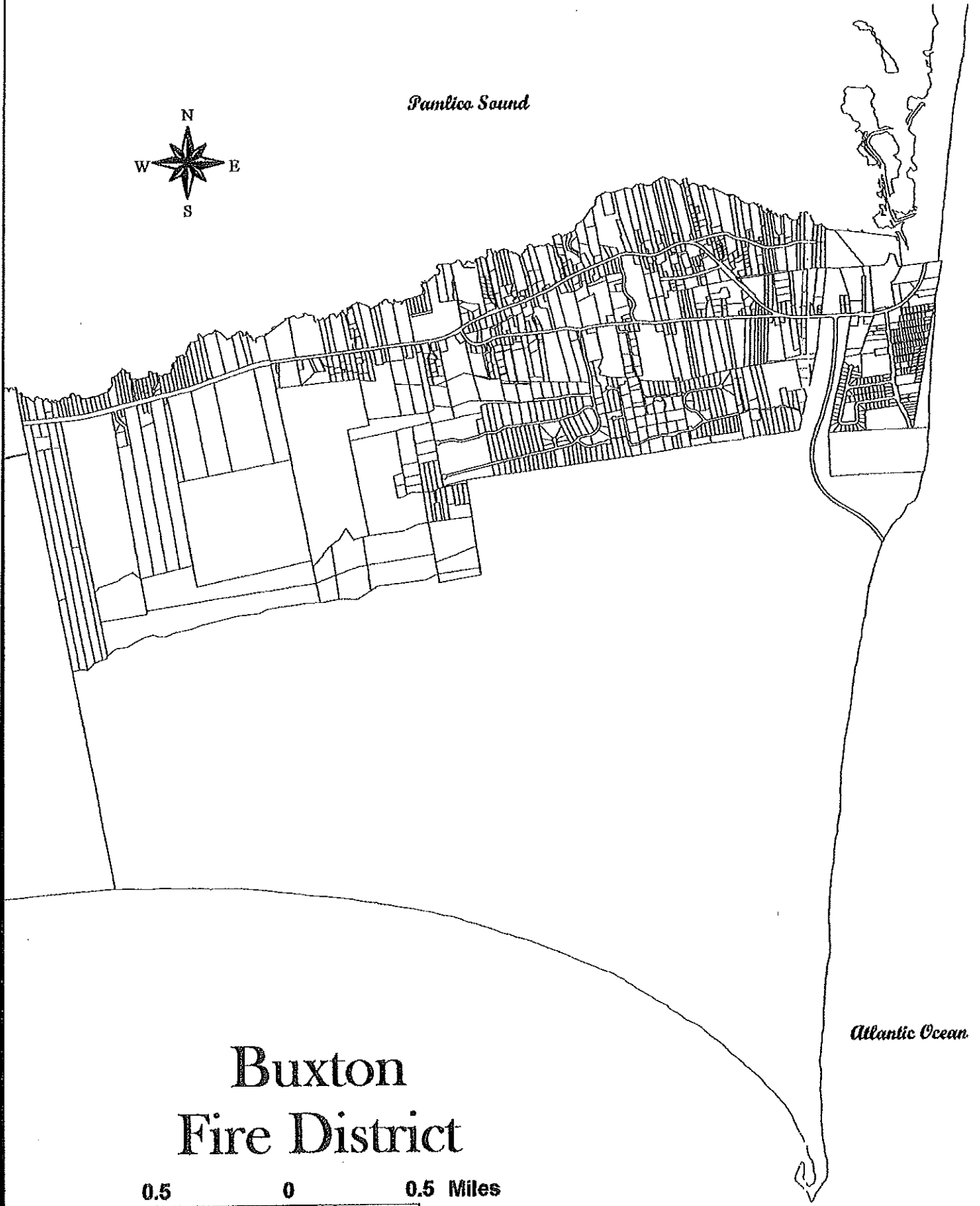
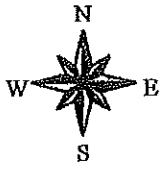
DARE COUNTY

This is to certify that the foregoing is a true and accurate copy of excerpt from the  
Minutes of the Board of County Commissioners of Dare County, adopted this the 3rd  
day of December, 20 12.

  
\_\_\_\_\_  
Clerk to the Board

(SEAL)

*Pamlico Sound*



# Buxton Fire District



DARE COUNTY

BUXTON FIRE DISTRICT

Served by: Buxton Fire Department

All that area shown on the attached plat described as beginning at a point on the east margin of the right of way of NC Highway 12 which is intersected by the south line of the lands of the United States of America, said lands of the USA extending from sound to sea, proceeding thence east along the south line of the USA to the corner at which the USA lands extend southerly along a line which was once 500 feet more or less westerly from the Atlantic Ocean and which line generally marked the lands of the Cape Hatteras National Seashore(CHNS), proceeding thence from said corner south along the CHNS west line to the north line of lands now or formerly belonging to the United States of America and utilized as either a Coast Guard facility or Navy facility, proceeding thence west along the north line of the USA (whether Navy or Coast Guard) to the west edge of the right of way of NCSR 1231, proceeding north along the west line of said road to the northeast corner of the present or former US Navy facility property, proceeding then west, south and west again along said property to the southwest corner of Lot 21 of Diamond Point Estates Subdivision; proceeding thence north along the east line of lands of the USA to the south edge of the right of way of NC Highway 12, proceeding thence along the south margin of the said right of way to the northwest corner of the lands of the USA, proceeding thence south along the west line of the lands of the USA to the corner where the line of the USA turns west, proceeding thence westerly, southerly, westerly, southerly and westerly along the various meanderings of the north line of the lands of the USA to the Frisco District, proceeding thence north along the east line of the Frisco District to the shores of Pamlico Sound, proceeding thence in an easterly direction following the various meanderings of the waters of Pamlico Sound to the south line of the lands of the USA, proceeding thence in an easterly, southerly and easterly direction along the line of the USA to the point of beginning.

NORTH CAROLINA  
DARE COUNTY

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this the 17th day of December, 2018, by and between COUNTY OF DARE, also referred to as County, and the Chicamacomico Banks Fire Department, also referred to as Fire Department;

WITNESSETH:

WHEREAS, N.C.G.S. 69-25.5 provides that counties may provide for fire prevention in a fire district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, N.C.G.S. 159-13a provides that the budget ordinance of a Board of Commissioners may be in any form that the Board considers most efficient in enabling it to make the fiscal policy decisions embodied therein, and that financial transactions related to the fire district may be accounted for in an agency fund established to account for moneys held by the County as an agent; and

WHEREAS, the Fire Department is a nonprofit corporation organized for fire protection for the public; and

WHEREAS, it serves a special tax district created by a vote of the people to fund the Fire Departments operations; and

WHEREAS, the County levies and collects the taxes and is responsible for said funds for the use and benefit of the citizens in the fire protection district; and

WHEREAS, the County desires to standardized all its arrangements with Fire Departments in the County;

NOW, THEREFORE, in consideration of the premises, the parties hereto contract and agree as follows:

1. The County contracts and agrees that it will cause to be assessed or levied a special tax of all real and personal property in the Rodanthe/Waves and Salvo Fire Districts described in Attachment A unless otherwise limited by law and/or vote of the people; and will collect said tax as a part of the ad valorem taxes of the County of Dare.
2. That an agency fund shall be maintained by the County for the funds collected as a result of said special tax.
3. That current fire district taxes and two years of delinquent fire district taxes, as they are collected by the County, shall be remitted to the Fire Department within five (5) business days following the end of each month, when feasible. The Fire Department will provide the Dare County Finance Department instructions for the electronic delivery of funds collected for the Fire Department by the County.
4. The Fire Department shall provide the necessary equipment and personnel for furnishing adequate fire protection as determined by the North Carolina Department of Insurance, Fire and Rescue Division, for all property located within the Fire District, and it will maintain a



minimum 9-S rating through the Department of Insurance and furnish said fire protection free of charge to all persons and individuals located in said District in an efficient and workmanlike manner.

5. The Fire Department further agrees to comply with the adopted state rules, regulations, and fire code and work directly with the Dare County Fire Marshal as a combined effort to improve the insurance rating of this fire district. In addition, as a county resource the Fire Department agrees to support response and recovery activities under the Dare County Emergency Management Plan as outlined in Chapter 92 of the Dare County Code by working with the Dare County Fire Marshal and/or the Emergency Management Director to fulfill the objectives and priorities set by the Dare County Control Group. These efforts could include, but are not limited to serving as a local Incident Commander for the fire district or providing facilities to support disaster recovery center operations in the fire district.
6. That all funds paid to the Fire Department by the County shall be used exclusively to provide fire and rescue protection within said Fire Districts and to pay other legitimate fire and rescue protection expenses.
7. The Fire Department will maintain its status as a nonprofit corporation and IRS Section 501(c) (4) or 501(c) (3) status. The Fire Department will properly and timely file annual any required IRS form 990 and will submit a copy to the Dare County Finance Department
8. The County may inspect all books and accounts of the Fire Department at any time it shall desire. It is further agreed that the Fire Department will comply with any existing special district financial reporting requirements adopted by the Dare County Board of Commissioners (see Attachment B for current requirements).
9. The Fire Department agrees to comply with County budgeting procedures and other procedures provided for by State law and agrees to submit budget estimates to the Board of Commissioners on standard forms as instructed by the Dare County Finance Department. The Fire Department also agrees to use standard line items for accounting devised or consented to by the County Finance Department.
10. The Fire Department further agrees to file with the County Finance Department a true copy of the Articles of Incorporation, existing bylaws and any changes made thereto from time to time; further, the Fire Department agrees to adopt bylaws which meet all minimum legal requirements and which bylaws, in addition thereto, have reasonable provisions enabling citizens of the community to participate in the affairs of the corporation at no less than one annual meeting and vesting in a Board of Directors the authority to manage the affairs of the corporation without a vote of the membership to the extent permitted by N.C.G.S. 55A, the North Carolina Nonprofit Corporation Act.
11. Upon non-compliance with sections 6, 7, 8 or 10 of this agreement, as determined by the Dare County Finance Director, the Fire Department shall be promptly notified in writing by the Dare County Finance Director. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions", the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.

12. Fire Department shall defend, indemnify and hold harmless the County, as well as their respective officers, agents and employees who perform any services or duties under this Agreement, from any claims, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.
13. Fire Department agrees to maintain insurance coverage, the premiums for which shall be included in the budget of the Fire Department, said coverage to be as follows:
  - a. Workers' Compensation: Coverage to apply to all volunteers for statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident; \$100,000.00 bodily injury or disease for each employee and \$500,000.00 bodily injury or disease policy limit.
  - b. Comprehensive General Liability: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, products and/or completed operations, broad form property damage, and a contractual liability endorsement.
  - c. Business Auto Policy: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles, and employee non-ownership.
  - d. Professional Errors and Omissions Liability: Coverage shall have minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
  - e. Umbrella Liability: Coverage shall have a minimum limit of \$1,000,000.00 with underlying coverage of compensation/employers liability.
14. Additional special requirements shall be as follows:
  - a. The County is to be included as an additional insured on each of the liability policies in the agreement.
  - b. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this contract. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage. The certificates of insurance meeting the required insurance provisions shall be forwarded to the County. Wording on the certificates which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.
15. This contract shall begin upon execution and shall expire on the 31th day of December, 2024, unless sooner terminated by either party upon written notice of 180 days.

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be signed in its name by its Chairman, attested by its Clerk and its corporate seal affixed hereto, all as the act and deed of the said Dare County Board of Commissioners, and the party of the second part has caused this instrument to be signed in its name by its President, attested by its secretary, and its corporate seal affixed hereto, all by order of its Board of Directors duly given, the said year first above written.

DARE COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

\_\_\_\_\_  
Clerk

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

ATTEST:

\_\_\_\_\_  
Secretary

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who, being by me duly sworn, deposes and says that he is Chairman of the Board of Commissioners of Dare County, that the seal affixed to the foregoing instrument in writing is the official seal of said County, that the said writing was signed and sealed by him in behalf of said County Board of Commissioners by its authority duly and legally given, and he acknowledged the said writing to be the act and deed of the said Board of County Commissioners of Dare County.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who acknowledged that (s)he is President of the Chicamacomico Banks Fire Department, a North Carolina corporation, and that by authority duly given and as the act of corporation, the foregoing instrument was signed in its name by him/her as its President, sealed with its corporate seal and attested by its corporate Secretary.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

# RESOLUTION

## For Approval of Insurance District Boundaries

NORTH CAROLINA

DARE COUNTY

Upon motion by Commissioner House,  
seconded by Commissioner Shea, RESOLVED that the Board of Commissioners of the County of Dare approve the 6 mile boundary lines of the Chicamacomico Banks Fire Insurance District in accordance with the maps and description filed this date with the Board of County Commissioners and recorded in the minutes of the meeting. Said Chicamacomico Banks Fire Insurance District being described as follows:

Beginning at the center point of NC 12 Highway on the northern border of the Village of Rodanthe and the US Fish & Wildlife boundary line. The district line runs east to the Atlantic Ocean then turns south. This line continues south to a point at the intersection of the southernmost property line in the Village of Salvo, which borders the National Park Service property. The line then moves along the National Park Service border to the edge of the Pamlico Sound. The line moves north following the meanderings of the Pamlico Sound to the northernmost property that borders the US Fish & Wildlife boundary line. At this point the line turns east along the boundary line returning to the point of beginning at the center of NC 12 Highway.

NORTH CAROLINA

DARE COUNTY

This is to certify that the foregoing is a true and accurate copy of excerpt from the Minutes of the Board of County Commissioners of Dare County, adopted this the 15<sup>th</sup> day of May, 2017.

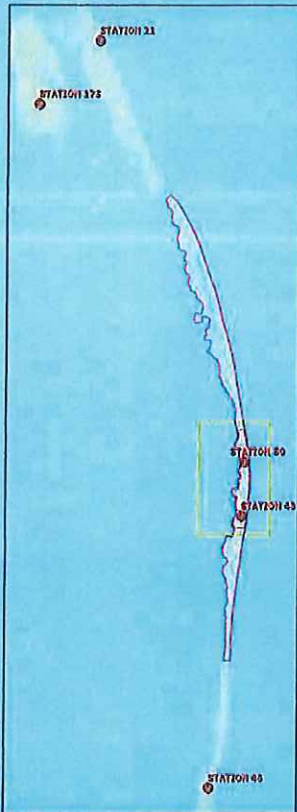
(SEAL)



  
Clerk to the Board  
Gary Lee Gross



# Chicamacomico Banks Fire District Stations 48 & 50



Insurance District Line

Insurance District Line

**Total road surface mileage by distance from station**  
 25.0 total miles of surface within 1.5 miles from station.  
 1.5 total miles of surface between 1.5 - 2.5 miles from station.  
 0 total miles of surface between 2.5 - 5.0 miles from station.

**Total road surface mileage in insurance district : 26.5 miles.**

	Fire Stations
	Insurance District
	Chicamacomico Banks District
	Service Area Roads
	Range
	0 - 2920 ft
	2921 - 43200 ft
	Hydrants by GPM
	0 - 500
	500.1 - 1000
	1000.1 - 1500
	1500.1 - 2000
	Buildings

**Special Taxing Districts Financial Reporting Requirements  
Adopted by the Dare County Board of Commissioners on July 16, 2007**

Financial reporting requirements shall be reflected in the special district's contract with the County. All special district contracts are to be amended to reflect these provisions.

Special district contracts shall be established with those that do not currently have them: the Hatteras Community Center, the Stumpy Point Community Center, the Wanchese Community Center and the Rodanthe, Waves, Salvo Community Center.

Contracts shall be established for the Manns Harbor Community Center, the East Lake Community Center and the Roanoke Island Community Center, where the County owns the property and provides certain services but the special district does not levy a property tax.

All special districts are required to submit a budget request to the County Finance Department. Such budget request will include a line item breakdown of the entire special district budget for the year of the request and shall specifically state the requested property tax rate requested to be levied.

If property taxes levied by Dare County for the special district annually exceed \$150,000 an independent external audit is required and the audit will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

If property taxes levied by Dare County for the special district annually exceed \$100,000 but are \$150,000 or less, an external review or compilation is required and the review or compilation will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

In all cases where an IRS Form 990 is filed, the same will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year or one month after the extended filing date with proof of filing an extension with the IRS.

In all cases the special district's Articles of Incorporation, By-laws, and IRS 501(c)(3) Determination Letter are to be filed in the Dare County Finance Department. Any revisions to the above will be filed with the Dare County Finance Department.

For any district not in compliance with the financial reporting requirements of their contract, the County Finance Director will notify the special district in writing of such at least three times. If the non-compliance has not been remedied within three months of its occurrence, the County will begin to charge the special district a property tax collection fee of 1.5% of the amount collected until the non-compliance is remedied. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions" (required for the volunteer fire department's participation in the Fireman's Relief Fund), the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.

NORTH CAROLINA  
DARE COUNTY

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this the 17th day of December, 2018, by and between COUNTY OF DARE, also referred to as County, and the COLINGTON FIRE DEPARTMENT, also referred to as Fire Department;

WITNESSETH:

WHEREAS, N.C.G.S. 69-25.5 provides that counties may provide for fire prevention in a fire district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, N.C.G.S. 159-13a provides that the budget ordinance of a Board of Commissioners may be in any form that the Board considers most efficient in enabling it to make the fiscal policy decisions embodied therein, and that financial transactions related to the fire district may be accounted for in an agency fund established to account for moneys held by the County as an agent; and

WHEREAS, the Fire Department is a nonprofit corporation organized for fire protection for the public; and

WHEREAS, it serves a special tax district created by a vote of the people to fund the Fire Departments operations; and

WHEREAS, the County levies and collects the taxes and is responsible for said funds for the use and benefit of the citizens in the fire protection district; and

WHEREAS, the County desires to standardized all its arrangements with Fire Departments in the County;

NOW, THEREFORE, in consideration of the premises, the parties hereto contract and agree as follows:

1. The County contracts and agrees that it will cause to be assessed or levied a special tax of all real and personal property in the Colington Fire District described in Attachment A unless otherwise limited by law and/or vote of the people; and will collect said tax as a part of the ad valorem taxes of the County of Dare.
2. That an agency fund shall be maintained by the County for the funds collected as a result of said special tax.
3. That current fire district taxes and two years of delinquent fire district taxes, as they are collected by the County, shall be remitted to the Fire Department within five (5) business days following the end of each month, when feasible. The Fire Department will provide the Dare County Finance Department instructions for the electronic delivery of funds collected for the Fire Department by the County.
4. The Fire Department shall provide the necessary equipment and personnel for furnishing adequate fire protection as determined by the North Carolina Department of Insurance, Fire and Rescue Division, for all property located within the Fire District, and it will maintain a

minimum 9-S rating through the Department of Insurance and furnish said fire protection free of charge to all persons and individuals located in said District in an efficient and workmanlike manner.

5. The Fire Department further agrees to comply with the adopted state rules, regulations, and fire code and work directly with the Dare County Fire Marshal as a combined effort to improve the insurance rating of this fire district. In addition, as a county resource the Fire Department agrees to support response and recovery activities under the Dare County Emergency Management Plan as outlined in Chapter 92 of the Dare County Code by working with the Dare County Fire Marshal and/or the Emergency Management Director to fulfill the objectives and priorities set by the Dare County Control Group. These efforts could include, but are not limited to serving as a local Incident Commander for the fire district or providing facilities to support disaster recovery center operations in the fire district.
6. That all funds paid to the Fire Department by the County shall be used exclusively to provide fire and rescue protection within said Fire Districts and to pay other legitimate fire and rescue protection expenses.
7. The Fire Department will maintain its status as a nonprofit corporation and IRS Section 501(c) (4) or 501(c) (3) status. The Fire Department will properly and timely file annual any required IRS form 990 and will submit a copy to the Dare County Finance Department
8. The County may inspect all books and accounts of the Fire Department at any time it shall desire. It is further agreed that the Fire Department will comply with any existing special district financial reporting requirements adopted by the Dare County Board of Commissioners (see Attachment B for current requirements).
9. The Fire Department agrees to comply with County budgeting procedures and other procedures provided for by State law and agrees to submit budget estimates to the Board of Commissioners on standard forms as instructed by the Dare County Finance Department. The Fire Department also agrees to use standard line items for accounting devised or consented to by the County Finance Department.
10. The Fire Department further agrees to file with the County Finance Department a true copy of the Articles of Incorporation, existing bylaws and any changes made thereto from time to time; further, the Fire Department agrees to adopt bylaws which meet all minimum legal requirements and which bylaws, in addition thereto, have reasonable provisions enabling citizens of the community to participate in the affairs of the corporation at no less than one annual meeting and vesting in a Board of Directors the authority to manage the affairs of the corporation without a vote of the membership to the extent permitted by N.C.G.S. 55A, the North Carolina Nonprofit Corporation Act.
11. Upon non-compliance with sections 6, 7, 8 or 10 of this agreement, as determined by the Dare County Finance Director, the Fire Department shall be promptly notified in writing by the Dare County Finance Director. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions", the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.

12. The Fire Department shall defend, indemnify and hold harmless the County, as well as those of their respective officers, agents and employees who perform any services or duties under this Agreement, from any claims, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.
13. Fire Department agrees to maintain insurance coverage, the premiums for which shall be included in the budget of the Fire Department, said coverage to be as follows:
  - a. Workers' Compensation: Coverage to apply to all volunteers for statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident; \$100,000.00 bodily injury or disease for each employee and \$500,000.00 bodily injury or disease policy limit.
  - b. Comprehensive General Liability: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, products and/or completed operations, broad form property damage, and a contractual liability endorsement.
  - c. Business Auto Policy: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles, and employee non-ownership.
  - d. Professional Errors and Omissions Liability: Coverage shall have minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
  - e. Umbrella Liability: Coverage shall have a minimum limit of \$1,000,000.00 with underlying coverage of compensation/employers liability.
14. Additional special requirements shall be as follows:
  - a. The County is to be included as an additional insured on each of the liability policies in the agreement.
  - b. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this contract. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage. The certificates of insurance meeting the required insurance provisions shall be forwarded to the County. Wording on the certificates which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.
15. This contract shall begin upon execution and shall expire on the 31th day of December, 2024, unless sooner terminated by either party upon written notice of 180 days.



IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be signed in its name by its Chairman, attested by its Clerk and its corporate seal affixed hereto, all as the act and deed of the said Dare County Board of Commissioners, and the party of the second part has caused this instrument to be signed in its name by its President, attested by its secretary, and its corporate seal affixed hereto, all by order of its Board of Directors duly given, the said year first above written.

DARE COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

\_\_\_\_\_  
Clerk

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

ATTEST:

\_\_\_\_\_  
Secretary

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who, being by me duly sworn, deposes and says that he is Chairman of the Board of Commissioners of Dare County, that the seal affixed to the foregoing instrument in writing is the official seal of said County, that the said writing was signed and sealed by him in behalf of said County Board of Commissioners by its authority duly and legally given, and he acknowledged the said writing to be the act and deed of the said Board of County Commissioners of Dare County.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who acknowledged that (s)he is President of the \_\_\_\_\_, a North Carolina corporation, and that by authority duly given and as the act of corporation, the foregoing instrument was signed in its name by him/her as its President, sealed with its corporate seal and attested by its corporate Secretary.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**Special Taxing Districts Financial Reporting Requirements  
Adopted by the Dare County Board of Commissioners on July 16, 2007**

Financial reporting requirements shall be reflected in the special district's contract with the County. All special district contracts are to be amended to reflect these provisions.

Special district contracts shall be established with those that do not currently have them: the Hatteras Community Center, the Stumpy Point Community Center, the Wanchese Community Center and the Rodanthe, Waves, Salvo Community Center.

Contracts shall be established for the Manns Harbor Community Center, the East Lake Community Center and the Roanoke Island Community Center, where the County owns the property and provides certain services but the special district does not levy a property tax.

All special districts are required to submit a budget request to the County Finance Department. Such budget request will include a line item breakdown of the entire special district budget for the year of the request and shall specifically state the requested property tax rate requested to be levied.

If property taxes levied by Dare County for the special district annually exceed \$150,000 an independent external audit is required and the audit will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

If property taxes levied by Dare County for the special district annually exceed \$100,000 but are \$150,000 or less, an external review or compilation is required and the review or compilation will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

In all cases where an IRS Form 990 is filed, the same will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year or one month after the extended filing date with proof of filing an extension with the IRS.

In all cases the special district's Articles of Incorporation, By-laws, and IRS 501(c)(3) Determination Letter are to be filed in the Dare County Finance Department. Any revisions to the above will be filed with the Dare County Finance Department.

For any district not in compliance with the financial reporting requirements of their contract, the County Finance Director will notify the special district in writing of such at least three times. If the non-compliance has not been remedied within three months of its occurrence, the County will begin to charge the special district a property tax collection fee of 1.5% of the amount collected until the non-compliance is remedied. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions" (required for the volunteer fire department's participation in the Fireman's Relief Fund), the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.

# RESOLUTION

## For Approval of Insurance District Boundaries

NORTH CAROLINA

DARE COUNTY

Upon motion by Commissioner Shea,  
seconded by Commissioner Burrus & Commissioner Dutton, RESOLVED that the  
Board of Commissioners of the County of Dare, approve the boundary lines of the  
COLINGTON Fire Insurance District in accordance with the maps and description filed this  
date with the Board of County Commissioners and recorded in the minutes of the meeting.  
Said COLINGTON Fire Insurance District being described as follows:

SEE ATTACHED

NORTH CAROLINA

DARE COUNTY

This is to certify that the foregoing is a true and accurate copy of excerpt from the  
Minutes of the Board of County Commissioners of Dare County, adopted this the 3rd  
day of December, 2012.

  
\_\_\_\_\_  
Clerk to the Board

(SEAL)

**DARE COUNTY****COLINGTON FIRE DISTRICT**

**Served By: Colington Volunteer Fire Department- Colington Company**

**Beginning at point (1) on Road 1217 at the bridge connecting Colington Island and Kill Devil Hills; thence in a clockwise direction, encompassing all of Colington Island, to point (1), the beginning; thence along the shoreline of Kitty Hawk Bay to a point (2), the intersection with the Kill Devil Hills City Limits; thence in an easterly direction along the city limit to a point (3), the intersection with the Wright Brothers National Memorial property line; thence in a southwesterly direction along the property line to a point (4), the city limit; thence in a westerly direction along the city limit to a point (5), the shoreline of Buzzard Bay, and thence along the shoreline of Buzzard Bay to point (1), the beginning. The area other than Colington Island is known as "Kill Devil Hills Outside" as described in N.C. Session Laws of 1961, Chapter 298, H.B. 382.**

8/1/80

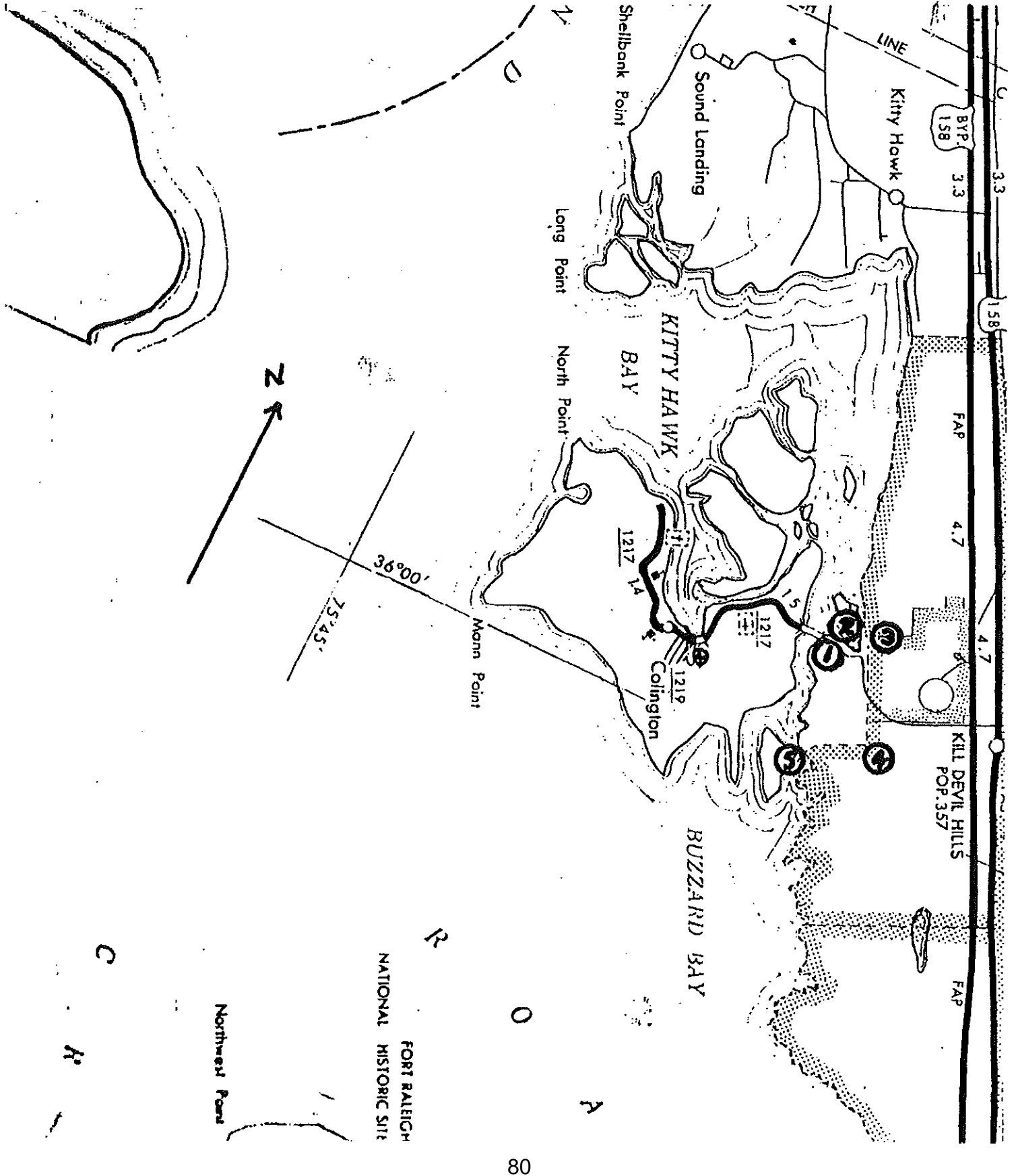
DARE COUNTY  
COLINGTON FIRE DISTRICT

ATTACHMENT 2

SERVED BY: <sup>Colington</sup> KITTY HAWK VOLUNTEER FIRE DEPARTMENT

⊙ FIRE STATION

SCALE 1" = 1 MILE 4 MILE LIMIT



NORTH CAROLINA  
DARE COUNTY

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this the 17th day of December, 2018, by and between COUNTY OF DARE, also referred to as County, and the FRISCO FIRE DEPARTMENT, also referred to as Fire Department;

WITNESSETH:

WHEREAS, N.C.G.S. 69-25.5 provides that counties may provide for fire prevention in a fire district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, N.C.G.S. 159-13a provides that the budget ordinance of a Board of Commissioners may be in any form that the Board considers most efficient in enabling it to make the fiscal policy decisions embodied therein, and that financial transactions related to the fire district may be accounted for in an agency fund established to account for moneys held by the County as an agent; and

WHEREAS, the Fire Department is a nonprofit corporation organized for fire protection for the public; and

WHEREAS, it serves a special tax district created by a vote of the people to fund the Fire Departments operations; and

WHEREAS, the County levies and collects the taxes and is responsible for said funds for the use and benefit of the citizens in the fire protection district; and

WHEREAS, the County desires to standardized all its arrangements with Fire Departments in the County;

NOW, THEREFORE, in consideration of the premises, the parties hereto contract and agree as follows:

1. The County contracts and agrees that it will cause to be assessed or levied a special tax of all real and personal property in the Frisco Fire District described in Attachment A unless otherwise limited by law and/or vote of the people; and will collect said tax as a part of the ad valorem taxes of the County of Dare.
2. That an agency fund shall be maintained by the County for the funds collected as a result of said special tax.
3. That current fire district taxes and two years of delinquent fire district taxes, as they are collected by the County, shall be remitted to the Fire Department within five (5) business days following the end of each month, when feasible. The Fire Department will provide the Dare County Finance Department instructions for the electronic delivery of funds collected for the Fire Department by the County.
4. The Fire Department shall provide the necessary equipment and personnel for furnishing adequate fire protection as determined by the North Carolina Department of Insurance, Fire and Rescue Division, for all property located within the Fire District, and it will maintain a



minimum 9-S rating through the Department of Insurance and furnish said fire protection free of charge to all persons and individuals located in said District in an efficient and workmanlike manner.

5. The Fire Department further agrees to comply with the adopted state rules, regulations, and fire code and work directly with the Dare County Fire Marshal as a combined effort to improve the insurance rating of this fire district. In addition, as a county resource the Fire Department agrees to support response and recovery activities under the Dare County Emergency Management Plan as outlined in Chapter 92 of the Dare County Code by working with the Dare County Fire Marshal and/or the Emergency Management Director to fulfill the objectives and priorities set by the Dare County Control Group. These efforts could include, but are not limited to serving as a local Incident Commander for the fire district or providing facilities to support disaster recovery center operations in the fire district.
6. That all funds paid to the Fire Department by the County shall be used exclusively to provide fire protection within said Fire Districts and to pay other legitimate fire protection expenses.
7. The Fire Department will maintain its status as a nonprofit corporation and IRS Section 501(c) (4) or 501(c) (3) status. The Fire Department will properly and timely file annual any required IRS form 990 and will submit a copy to the Dare County Finance Department
8. The County may inspect all books and accounts of the Fire Department at any time it shall desire. It is further agreed that the Fire Department will comply with any existing special district financial reporting requirements adopted by the Dare County Board of Commissioners (see Attachment B for current requirements).
9. The Fire Department agrees to comply with County budgeting procedures and other procedures provided for by State law and agrees to submit budget estimates to the Board of Commissioners on standard forms as instructed by the Dare County Finance Department. The Fire Department also agrees to use standard line items for accounting devised or consented to by the County Finance Department.
10. The Fire Department further agrees to file with the County Finance Department a true copy of the Articles of Incorporation, existing bylaws and any changes made thereto from time to time; further, the Fire Department agrees to adopt bylaws which meet all minimum legal requirements and which bylaws, in addition thereto, have reasonable provisions enabling citizens of the community to participate in the affairs of the corporation at no less than one annual meeting and vesting in a Board of Directors the authority to manage the affairs of the corporation without a vote of the membership to the extent permitted by N.C.G.S. 55A, the North Carolina Nonprofit Corporation Act.
11. Upon non-compliance with sections 6, 7, 8 or 10 of this agreement, as determined by the Dare County Finance Director, the Fire Department shall be promptly notified in writing by the Dare County Finance Director. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions", the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.
12. The Fire Department shall defend, indemnify and hold harmless the County, as well as those of their respective officers, agents and employees who perform any services or duties under

this Agreement, from any claims, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.

13. Fire Department agrees to maintain insurance coverage, the premiums for which shall be included in the budget of the Fire Department, said coverage to be as follows:
  - a. Workers' Compensation: Coverage to apply to all volunteers for statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident; \$100,000.00 bodily injury or disease for each employee and \$500,000.00 bodily injury or disease policy limit.
  - b. Comprehensive General Liability: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, products and/or completed operations, broad form property damage, and a contractual liability endorsement.
  - c. Business Auto Policy: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles, and employee non-ownership.
  - d. Professional Errors and Omissions Liability: Coverage shall have minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
  - e. Umbrella Liability: Coverage shall have a minimum limit of \$1,000,000.00 with underlying coverage of compensation/employers liability.
14. Additional special requirements shall be as follows:
  - a. The County is to be included as an additional insured on each of the liability policies in the agreement.
  - b. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this contract. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage. The certificates of insurance meeting the required insurance provisions shall be forwarded to the County. Wording on the certificates which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.
15. This contract shall begin upon execution and shall expire on the 31th day of December, 2024, unless sooner terminated by either party upon written notice of 180 days.

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be signed in its name by its Chairman, attested by its Clerk and its corporate seal affixed hereto, all as the act and deed of the said Dare County Board of Commissioners, and the party of the second part has caused this instrument to be signed in its name by its President, attested by its secretary, and its corporate seal affixed hereto, all by order of its Board of Directors duly given, the said year first above written.

DARE COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

\_\_\_\_\_  
Clerk

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

ATTEST:

\_\_\_\_\_  
Secretary

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who, being by me duly sworn, deposes and says that he is Chairman of the Board of Commissioners of Dare County, that the seal affixed to the foregoing instrument in writing is the official seal of said County, that the said writing was signed and sealed by him in behalf of said County Board of Commissioners by its authority duly and legally given, and he acknowledged the said writing to be the act and deed of the said Board of County Commissioners of Dare County.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who acknowledged that (s)he is President of the \_\_\_\_\_, a North Carolina corporation, and that by authority duly given and as the act of corporation, the foregoing instrument was signed in its name by him/her as its President, sealed with its corporate seal and attested by its corporate Secretary.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**Special Taxing Districts Financial Reporting Requirements  
Adopted by the Dare County Board of Commissioners on July 16, 2007**

Financial reporting requirements shall be reflected in the special district's contract with the County. All special district contracts are to be amended to reflect these provisions.

Special district contracts shall be established with those that do not currently have them: the Hatteras Community Center, the Stumpy Point Community Center, the Wanchese Community Center and the Rodanthe, Waves, Salvo Community Center.

Contracts shall be established for the Manns Harbor Community Center, the East Lake Community Center and the Roanoke Island Community Center, where the County owns the property and provides certain services but the special district does not levy a property tax.

All special districts are required to submit a budget request to the County Finance Department. Such budget request will include a line item breakdown of the entire special district budget for the year of the request and shall specifically state the requested property tax rate requested to be levied.

If property taxes levied by Dare County for the special district annually exceed \$150,000 an independent external audit is required and the audit will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

If property taxes levied by Dare County for the special district annually exceed \$100,000 but are \$150,000 or less, an external review or compilation is required and the review or compilation will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

In all cases where an IRS Form 990 is filed, the same will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year or one month after the extended filing date with proof of filing an extension with the IRS.

In all cases the special district's Articles of Incorporation, By-laws, and IRS 501(c)(3) Determination Letter are to be filed in the Dare County Finance Department. Any revisions to the above will be filed with the Dare County Finance Department.

For any district not in compliance with the financial reporting requirements of their contract, the County Finance Director will notify the special district in writing of such at least three times. If the non-compliance has not been remedied within three months of its occurrence, the County will begin to charge the special district a property tax collection fee of 1.5% of the amount collected until the non-compliance is remedied. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions" (required for the volunteer fire department's participation in the Fireman's Relief Fund), the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.

# RESOLUTION

## For Approval of Insurance District Boundaries

NORTH CAROLINA

DARE COUNTY

Upon motion by Commissioner JACK STEEA,  
seconded by Commissioner Margarette Umphlett, RESOLVED that the  
Board of Commissioners of the County of Dare, approve the boundary lines of the  
FRISCO Fire Insurance District in accordance with the maps and description filed this date  
with the Board of County Commissioners and recorded in the minutes of the meeting.  
Said FRISCO Fire Insurance District being described as follows:

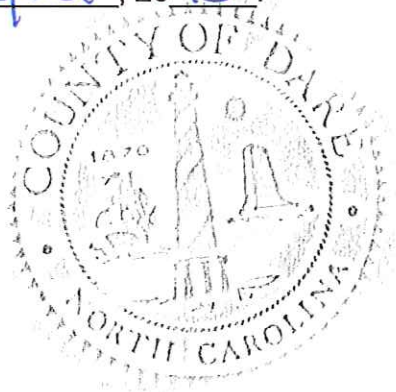
*See attached GIS map which updates the previously approved written description of the  
district.*

NORTH CAROLINA

DARE COUNTY

This is to certify that the foregoing is a true and accurate copy of excerpt from the  
Minutes of the Board of County Commissioners of Dare County, adopted this the 17<sup>th</sup>  
day of August, 20 15.

(SEAL)

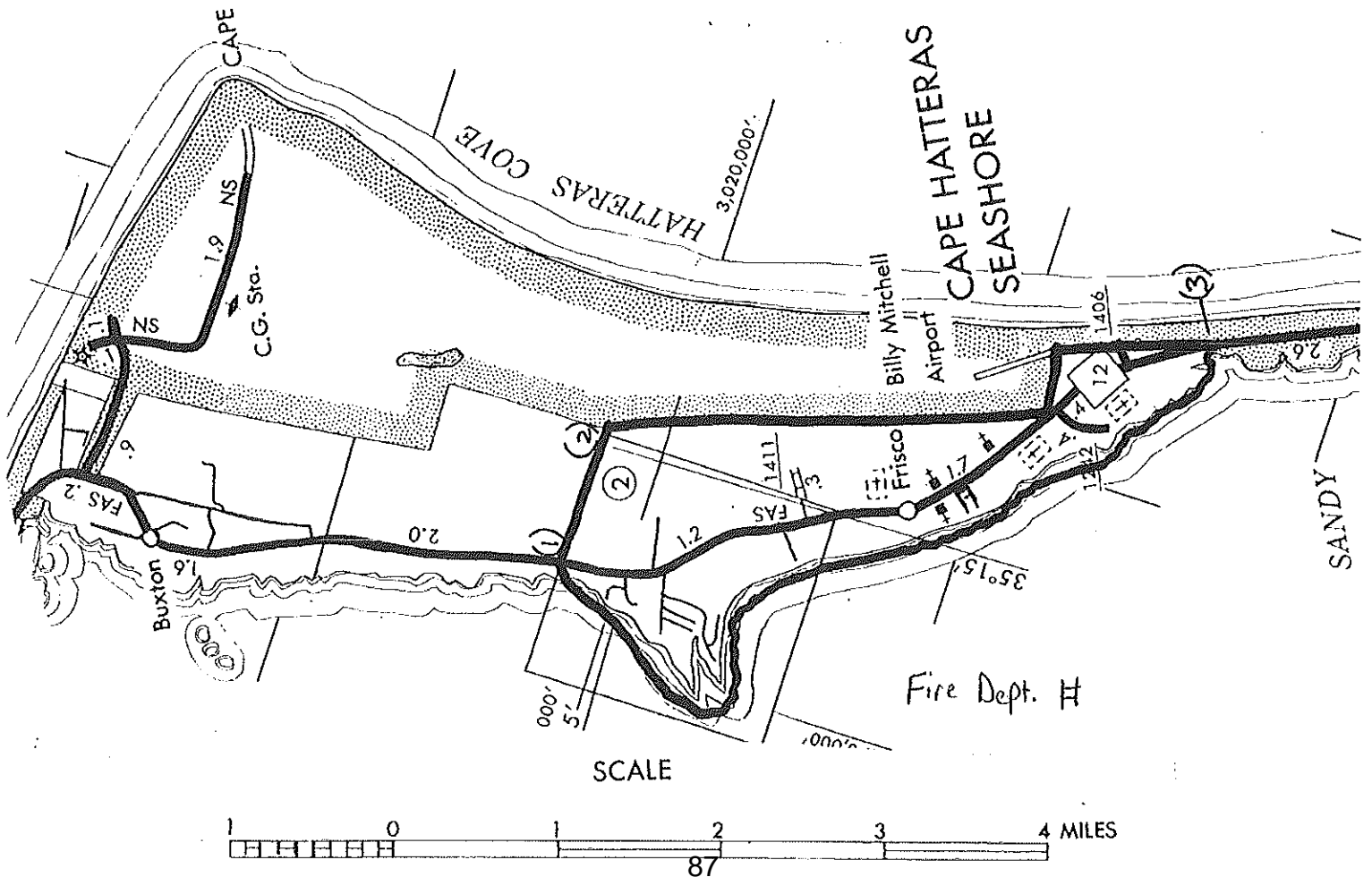


[Signature]  
Clerk to the Board

DESCRIPTION OF FRISCO FIRE DEPARTMENT

Beginning at point (1) on N.C. Highway 12, 1.5 miles southeast of its westernmost intersection with Road 1232; thence in a due south direction to point (2) on the boundary of the Cape Hatteras National Seashore Recreation Area; thence southwesterly along the boundary of the Cape Hatteras National Seashore Recreation Area to point (3) on N.C. 12, 1.0 mile southwest of its intersection with Road 1242; thence northeasterly along the shoreline of the Pamlico Sound to point (1), the beginning.

NOTE: Points (1) and (2) are adjoining points with Buxton Fire District.







NORTH CAROLINA  
DARE COUNTY

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this the 17th day of December, 2018, by and between COUNTY OF DARE, also referred to as County, and the HATTERAS FIRE DEPARTMENT, also referred to as Fire Department;

WITNESSETH:

WHEREAS, N.C.G.S. 69-25.5 provides that counties may provide for fire prevention in a fire district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, N.C.G.S. 159-13a provides that the budget ordinance of a Board of Commissioners may be in any form that the Board considers most efficient in enabling it to make the fiscal policy decisions embodied therein, and that financial transactions related to the fire district may be accounted for in an agency fund established to account for moneys held by the County as an agent; and

WHEREAS, the Fire Department is a nonprofit corporation organized for fire protection for the public; and

WHEREAS, it serves a special tax district created by a vote of the people to fund the Fire Departments operations; and

WHEREAS, the County levies and collects the taxes and is responsible for said funds for the use and benefit of the citizens in the fire protection district; and

WHEREAS, the County desires to standardized all its arrangements with Fire Departments in the County;

NOW, THEREFORE, in consideration of the premises, the parties hereto contract and agree as follows:

1. The County contracts and agrees that it will cause to be assessed or levied a special tax of all real and personal property in the Hatteras Fire District described in Attachment A unless otherwise limited by law and/or vote of the people; and will collect said tax as a part of the ad valorem taxes of the County of Dare.
2. That an agency fund shall be maintained by the County for the funds collected as a result of said special tax.
3. That current fire district taxes and two years of delinquent fire district taxes, as they are collected by the County, shall be remitted to the Fire Department within five (5) business days following the end of each month, when feasible. The Fire Department will provide the Dare County Finance Department instructions for the electronic delivery of funds collected for the Fire Department by the County.
4. The Fire Department shall provide the necessary equipment and personnel for furnishing adequate fire protection as determined by the North Carolina Department of Insurance, Fire and Rescue Division, for all property located within the Fire District, and it will maintain a

minimum 9-S rating through the Department of Insurance and furnish said fire protection free of charge to all persons and individuals located in said District in an efficient and workmanlike manner.

5. The Fire Department further agrees to comply with the adopted state rules, regulations, and fire code and work directly with the Dare County Fire Marshal as a combined effort to improve the insurance rating of this fire district. In addition, as a county resource the Fire Department agrees to support response and recovery activities under the Dare County Emergency Management Plan as outlined in Chapter 92 of the Dare County Code by working with the Dare County Fire Marshal and/or the Emergency Management Director to fulfill the objectives and priorities set by the Dare County Control Group. These efforts could include, but are not limited to serving as a local Incident Commander for the fire district or providing facilities to support disaster recovery center operations in the fire district.
6. That all funds paid to the Fire Department by the County shall be used exclusively to provide fire protection within said Fire Districts and to pay other legitimate fire protection expenses.
7. The Fire Department will maintain its status as a nonprofit corporation and IRS Section 501(c) (4) or 501(c) (3) status. The Fire Department will properly and timely file annual any required IRS form 990 and will submit a copy to the Dare County Finance Department
8. The County may inspect all books and accounts of the Fire Department at any time it shall desire. It is further agreed that the Fire Department will comply with any existing special district financial reporting requirements adopted by the Dare County Board of Commissioners (see Attachment B for current requirements).
9. The Fire Department agrees to comply with County budgeting procedures and other procedures provided for by State law and agrees to submit budget estimates to the Board of Commissioners on standard forms as instructed by the Dare County Finance Department. The Fire Department also agrees to use standard line items for accounting devised or consented to by the County Finance Department.
10. The Fire Department further agrees to file with the County Finance Department a true copy of the Articles of Incorporation, existing bylaws and any changes made thereto from time to time; further, the Fire Department agrees to adopt bylaws which meet all minimum legal requirements and which bylaws, in addition thereto, have reasonable provisions enabling citizens of the community to participate in the affairs of the corporation at no less than one annual meeting and vesting in a Board of Directors the authority to manage the affairs of the corporation without a vote of the membership to the extent permitted by N.C.G.S. 55A, the North Carolina Nonprofit Corporation Act.
11. Upon non-compliance with sections 6, 7, 8 or 10 of this agreement, as determined by the Dare County Finance Director, the Fire Department shall be promptly notified in writing by the Dare County Finance Director. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions", the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.
12. The Fire Department shall defend, indemnify and hold harmless the County, as well as those of their respective officers, agents and employees who perform any services or duties under

this Agreement, from any claims, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.

13. Fire Department agrees to maintain insurance coverage, the premiums for which shall be included in the budget of the Fire Department, said coverage to be as follows:
  - a. Workers' Compensation: Coverage to apply to all volunteers for statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident; \$100,000.00 bodily injury or disease for each employee and \$500,000.00 bodily injury or disease policy limit.
  - b. Comprehensive General Liability: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, products and/or completed operations, broad form property damage, and a contractual liability endorsement.
  - c. Business Auto Policy: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles, and employee non-ownership.
  - d. Professional Errors and Omissions Liability: Coverage shall have minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
  - e. Umbrella Liability: Coverage shall have a minimum limit of \$1,000,000.00 with underlying coverage of compensation/employers liability.
  
14. Additional special requirements shall be as follows:
  - a. The County is to be included as an additional insured on each of the liability policies in the agreement.
  - b. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this contract. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage. The certificates of insurance meeting the required insurance provisions shall be forwarded to the County. Wording on the certificates which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.
  
15. This contract shall begin upon execution and shall expire on the 31th day of December, 2024, unless sooner terminated by either party upon written notice of 180 days.

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be signed in its name by its Chairman, attested by its Clerk and its corporate seal affixed hereto, all as the act and deed of the said Dare County Board of Commissioners, and the party of the second part has caused this instrument to be signed in its name by its President, attested by its secretary, and its corporate seal affixed hereto, all by order of its Board of Directors duly given, the said year first above written.

DARE COUNTY BOARD OF COMMISSIONERS

ATTEST: \_\_\_\_\_  
Clerk

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

ATTEST: \_\_\_\_\_  
Secretary

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

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who, being by me duly sworn, deposes and says that he is Chairman of the Board of Commissioners of Dare County, that the seal affixed to the foregoing instrument in writing is the official seal of said County, that the said writing was signed and sealed by him in behalf of said County Board of Commissioners by its authority duly and legally given, and he acknowledged the said writing to be the act and deed of the said Board of County Commissioners of Dare County.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who acknowledged that (s)he is President of the \_\_\_\_\_, a North Carolina corporation, and that by authority duly given and as the act of corporation, the foregoing instrument was signed in its name by him/her as its President, sealed with its corporate seal and attested by its corporate Secretary.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

**Special Taxing Districts Financial Reporting Requirements  
Adopted by the Dare County Board of Commissioners on July 16, 2007**

Financial reporting requirements shall be reflected in the special district's contract with the County. All special district contracts are to be amended to reflect these provisions.

Special district contracts shall be established with those that do not currently have them: the Hatteras Community Center, the Stumpy Point Community Center, the Wanchese Community Center and the Rodanthe, Waves, Salvo Community Center.

Contracts shall be established for the Manns Harbor Community Center, the East Lake Community Center and the Roanoke Island Community Center, where the County owns the property and provides certain services but the special district does not levy a property tax.

All special districts are required to submit a budget request to the County Finance Department. Such budget request will include a line item breakdown of the entire special district budget for the year of the request and shall specifically state the requested property tax rate requested to be levied.

If property taxes levied by Dare County for the special district annually exceed \$150,000 an independent external audit is required and the audit will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

If property taxes levied by Dare County for the special district annually exceed \$100,000 but are \$150,000 or less, an external review or compilation is required and the review or compilation will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

In all cases where an IRS Form 990 is filed, the same will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year or one month after the extended filing date with proof of filing an extension with the IRS.

In all cases the special district's Articles of Incorporation, By-laws, and IRS 501(c)(3) Determination Letter are to be filed in the Dare County Finance Department. Any revisions to the above will be filed with the Dare County Finance Department.

For any district not in compliance with the financial reporting requirements of their contract, the County Finance Director will notify the special district in writing of such at least three times. If the non-compliance has not been remedied within three months of its occurrence, the County will begin to charge the special district a property tax collection fee of 1.5% of the amount collected until the non-compliance is remedied. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions" (required for the volunteer fire department's participation in the Fireman's Relief Fund), the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.



# RESOLUTION

## For Approval of Insurance District Boundaries

NORTH CAROLINA

DARE COUNTY

Upon motion by Commissioner Shea,  
seconded by Commissioner Burrus & Commissioner Dutton, RESOLVED that the  
Board of Commissioners of the County of Dare, approve the boundary lines of the  
HATTERAS Fire Insurance District in accordance with the maps and description filed this  
date with the Board of County Commissioners and recorded in the minutes of the meeting.  
Said HATTERAS Fire Insurance District being described as follows:

SEE ATTACHED

NORTH CAROLINA

DARE COUNTY

This is to certify that the foregoing is a true and accurate copy of excerpt from the  
Minutes of the Board of County Commissioners of Dare County, adopted this the 3rd  
day of December, 2012.



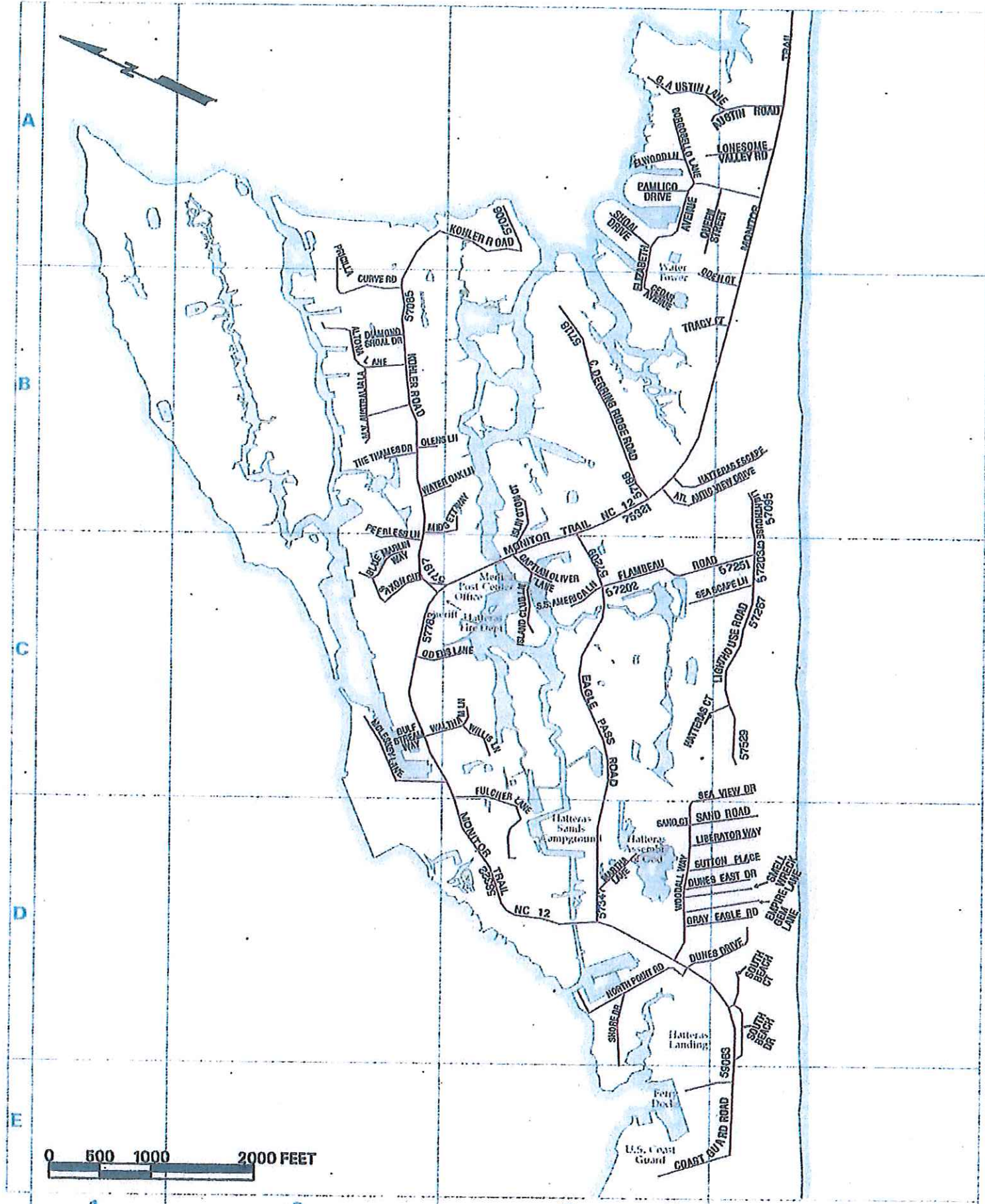
Clerk to the Board

(SEAL)

Attachment A:

Beginning at a point in the boundary line of the National Park Service property known as the Cape Hatteras National Seashore Recreational Area, which said point is intersected by the Northeast boundary line of the lands known as the Creeds Hill Coast Guard Station lands, said lands being now owned by Fred Peters and running thence in a Southerly and Westerly direction along the boundary lines of the lands owned by the United States of America and known as the Cape Hatteras National Seashore Recreational area, a distance of four (4) miles, more or less, to the boundary line of the lands formerly known as the Hatteras Gun Club property to the shores of Pamlico Sound; and running thence in a Northerly and Easterly direction the various meanderings of said Pamlico Sound, a distance of four (4) miles, more or less, to a point on said Sound which is intersected by an extension of the Eastern boundary line of the property formerly known as Creeds Hill Coast Guard Station now owned by Fred Peters; and running thence in a Southerly direction along an extension of the Creeds Hill Coast Guard Station line to its point of intersection with the boundary line of the property of the United States of America known as the Cape Hatteras National Seashore Recreational area.

The foregoing description includes all of that area known as Hatteras Village, excepting therefrom such lands as may be located within the outer boundaries of this description which may be owned by the United States of America.

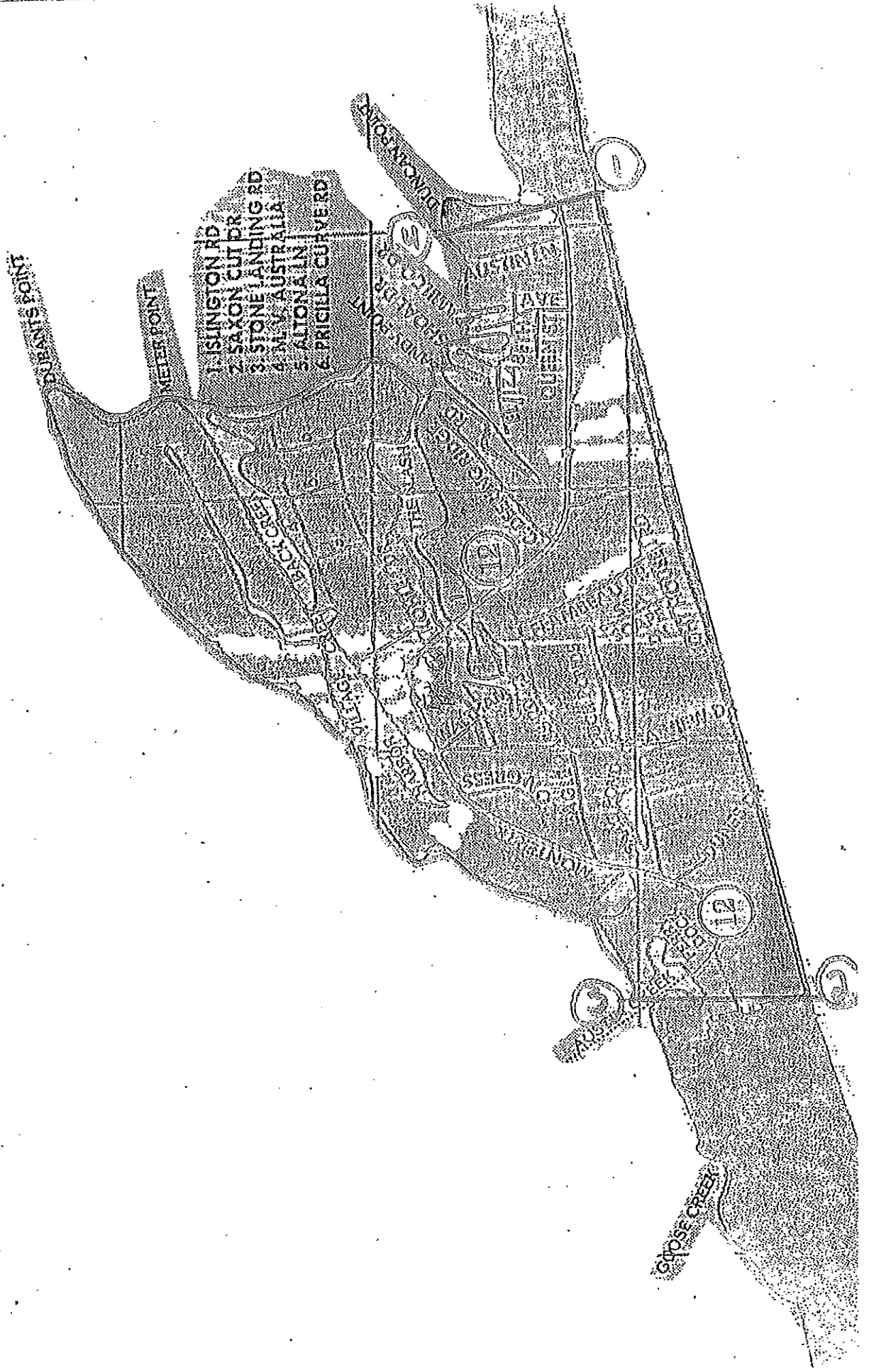


0 500 1000 2000 FEET

4/10/01

Hatteras

34



- 1. ISINGTON RD
- 2. SAXON CUT DR
- 3. STONE LANDING RD
- 4. M.V. AUSTRALIA
- 5. ALTONA LN
- 6. PRIGIELLA CURVED

DURANTS POINT

MEIER POINT

GLOUSE CREEK

THE LASH

GIBBS

12

NORTH CAROLINA  
DARE COUNTY

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this the 17th day of December, 2018, by and between COUNTY OF DARE, also referred to as County, and the MANN'S HARBOR FIRE DEPARTMENT, also referred to as Fire Department;

WITNESSETH:

WHEREAS, N.C.G.S. 69-25.5 provides that counties may provide for fire prevention in a fire district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, N.C.G.S. 159-13a provides that the budget ordinance of a Board of Commissioners may be in any form that the Board considers most efficient in enabling it to make the fiscal policy decisions embodied therein, and that financial transactions related to the fire district may be accounted for in an agency fund established to account for moneys held by the County as an agent; and

WHEREAS, the Fire Department is a nonprofit corporation organized for fire protection for the public; and

WHEREAS, it serves a special tax district created by a vote of the people to fund the Fire Departments operations; and

WHEREAS, the County levies and collects the taxes and is responsible for said funds for the use and benefit of the citizens in the fire protection district; and

WHEREAS, the County desires to standardized all its arrangements with Fire Departments in the County;

NOW, THEREFORE, in consideration of the premises, the parties hereto contract and agree as follows:

1. The County contracts and agrees that it will cause to be assessed or levied a special tax of all real and personal property in the Manns Harbor Fire District described in Attachment A unless otherwise limited by law and/or vote of the people; and will collect said tax as a part of the ad valorem taxes of the County of Dare.
2. That an agency fund shall be maintained by the County for the funds collected as a result of said special tax.
3. That current fire district taxes and two years of delinquent fire district taxes, as they are collected by the County, shall be remitted to the Fire Department within five (5) business days following the end of each month, when feasible. The Fire Department will provide the Dare County Finance Department instructions for the electronic delivery of funds collected for the Fire Department by the County.
4. The Fire Department shall provide the necessary equipment and personnel for furnishing adequate fire protection as determined by the North Carolina Department of Insurance, Fire and Rescue Division, for all property located within the Fire District, and it will maintain a



minimum 9-S rating through the Department of Insurance and furnish said fire protection free of charge to all persons and individuals located in said District in an efficient and workmanlike manner.

5. The Fire Department further agrees to comply with the adopted state rules, regulations, and fire code and work directly with the Dare County Fire Marshal as a combined effort to improve the insurance rating of this fire district. In addition, as a county resource the Fire Department agrees to support response and recovery activities under the Dare County Emergency Management Plan as outlined in Chapter 92 of the Dare County Code by working with the Dare County Fire Marshal and/or the Emergency Management Director to fulfill the objectives and priorities set by the Dare County Control Group. These efforts could include, but are not limited to serving as a local Incident Commander for the fire district or providing facilities to support disaster recovery center operations in the fire district.
6. That all funds paid to the Fire Department by the County shall be used exclusively to provide fire and rescue protection within said Fire Districts and to pay other legitimate fire and rescue protection expenses.
7. The Fire Department will maintain its status as a nonprofit corporation and IRS Section 501(c) (4) or 501(c) (3) status. The Fire Department will properly and timely file annual any required IRS form 990 and will submit a copy to the Dare County Finance Department
8. The County may inspect all books and accounts of the Fire Department at any time it shall desire. It is further agreed that the Fire Department will comply with any existing special district financial reporting requirements adopted by the Dare County Board of Commissioners (see Attachment B for current requirements).
9. The Fire Department agrees to comply with County budgeting procedures and other procedures provided for by State law and agrees to submit budget estimates to the Board of Commissioners on standard forms as instructed by the Dare County Finance Department. The Fire Department also agrees to use standard line items for accounting devised or consented to by the County Finance Department.
10. The Fire Department further agrees to file with the County Finance Department a true copy of the Articles of Incorporation, existing bylaws and any changes made thereto from time to time; further, the Fire Department agrees to adopt bylaws which meet all minimum legal requirements and which bylaws, in addition thereto, have reasonable provisions enabling citizens of the community to participate in the affairs of the corporation at no less than one annual meeting and vesting in a Board of Directors the authority to manage the affairs of the corporation without a vote of the membership to the extent permitted by N.C.G.S. 55A, the North Carolina Nonprofit Corporation Act.
11. Upon non-compliance with sections 6, 7, 8 or 10 of this agreement, as determined by the Dare County Finance Director, the Fire Department shall be promptly notified in writing by the Dare County Finance Director. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions", the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.



12. The Fire Department shall defend, indemnify and hold harmless the County, as well as those of their respective officers, agents and employees who perform any services or duties under this Agreement, from any claims, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.
13. Fire Department agrees to maintain insurance coverage, the premiums for which shall be included in the budget of the Fire Department, said coverage to be as follows:
  - a. Workers' Compensation: Coverage to apply to all volunteers for statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident; \$100,000.00 bodily injury or disease for each employee and \$500,000.00 bodily injury or disease policy limit.
  - b. Comprehensive General Liability: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, products and/or completed operations, broad form property damage, and a contractual liability endorsement.
  - c. Business Auto Policy: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles, and employee non-ownership.
  - d. Professional Errors and Omissions Liability: Coverage shall have minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
  - e. Umbrella Liability: Coverage shall have a minimum limit of \$1,000,000.00 with underlying coverage of compensation/employers liability.
14. Additional special requirements shall be as follows:
  - a. The County is to be included as an additional insured on each of the liability policies in the agreement.
  - b. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this contract. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage. The certificates of insurance meeting the required insurance provisions shall be forwarded to the County. Wording on the certificates which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.
15. This contract shall begin upon execution and shall expire on the 31th day of December, 2024, unless sooner terminated by either party upon written notice of 180 days.

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be signed in its name by its Chairman, attested by its Clerk and its corporate seal affixed hereto, all as the act and deed of the said Dare County Board of Commissioners, and the party of the second part has caused this instrument to be signed in its name by its President, attested by its secretary, and its corporate seal affixed hereto, all by order of its Board of Directors duly given, the said year first above written.

DARE COUNTY BOARD OF COMMISSIONERS

ATTEST:

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

\_\_\_\_\_  
Clerk

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

ATTEST:

\_\_\_\_\_  
Secretary

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who, being by me duly sworn, deposes and says that he is Chairman of the Board of Commissioners of Dare County, that the seal affixed to the foregoing instrument in writing is the official seal of said County, that the said writing was signed and sealed by him in behalf of said County Board of Commissioners by its authority duly and legally given, and he acknowledged the said writing to be the act and deed of the said Board of County Commissioners of Dare County.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who acknowledged that (s)he is President of the \_\_\_\_\_, a North Carolina corporation, and that by authority duly given and as the act of corporation, the foregoing instrument was signed in its name by him/her as its President, sealed with its corporate seal and attested by its corporate Secretary.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**Special Taxing Districts Financial Reporting Requirements  
Adopted by the Dare County Board of Commissioners on July 16, 2007**

Financial reporting requirements shall be reflected in the special district's contract with the County. All special district contracts are to be amended to reflect these provisions.

Special district contracts shall be established with those that do not currently have them: the Hatteras Community Center, the Stumpy Point Community Center, the Wanchese Community Center and the Rodanthe, Waves, Salvo Community Center.

Contracts shall be established for the Manns Harbor Community Center, the East Lake Community Center and the Roanoke Island Community Center, where the County owns the property and provides certain services but the special district does not levy a property tax.

All special districts are required to submit a budget request to the County Finance Department. Such budget request will include a line item breakdown of the entire special district budget for the year of the request and shall specifically state the requested property tax rate requested to be levied.

If property taxes levied by Dare County for the special district annually exceed \$150,000 an independent external audit is required and the audit will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

If property taxes levied by Dare County for the special district annually exceed \$100,000 but are \$150,000 or less, an external review or compilation is required and the review or compilation will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

In all cases where an IRS Form 990 is filed, the same will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year or one month after the extended filing date with proof of filing an extension with the IRS.

In all cases the special district's Articles of Incorporation, By-laws, and IRS 501(c)(3) Determination Letter are to be filed in the Dare County Finance Department. Any revisions to the above will be filed with the Dare County Finance Department.

For any district not in compliance with the financial reporting requirements of their contract, the County Finance Director will notify the special district in writing of such at least three times. If the non-compliance has not been remedied within three months of its occurrence, the County will begin to charge the special district a property tax collection fee of 1.5% of the amount collected until the non-compliance is remedied. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions" (required for the volunteer fire department's participation in the Fireman's Relief Fund), the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.

# RESOLUTION

## For Approval of Insurance District Boundaries

NORTH CAROLINA

DARE COUNTY


Upon motion by Commissioner Shea,  
seconded by Commissioner Burrus + Commissioner Dutton, RESOLVED that the  
Board of Commissioners of the County of Dare, approve the boundary lines of the MANNS  
HARBOR Fire Insurance District in accordance with the maps and description filed this  
date with the Board of County Commissioners and recorded in the minutes of the meeting.  
Said MANNS HARBOR Fire Insurance District being described as follows:

SEE ATTACHED

NORTH CAROLINA

DARE COUNTY

This is to certify that the foregoing is a true and accurate copy of excerpt from the  
Minutes of the Board of County Commissioners of Dare County, adopted this the 3rd  
day of December, 20 12.



Clerk to the Board

(SEAL)

MANNS HARBOR FIRE DISTRICT

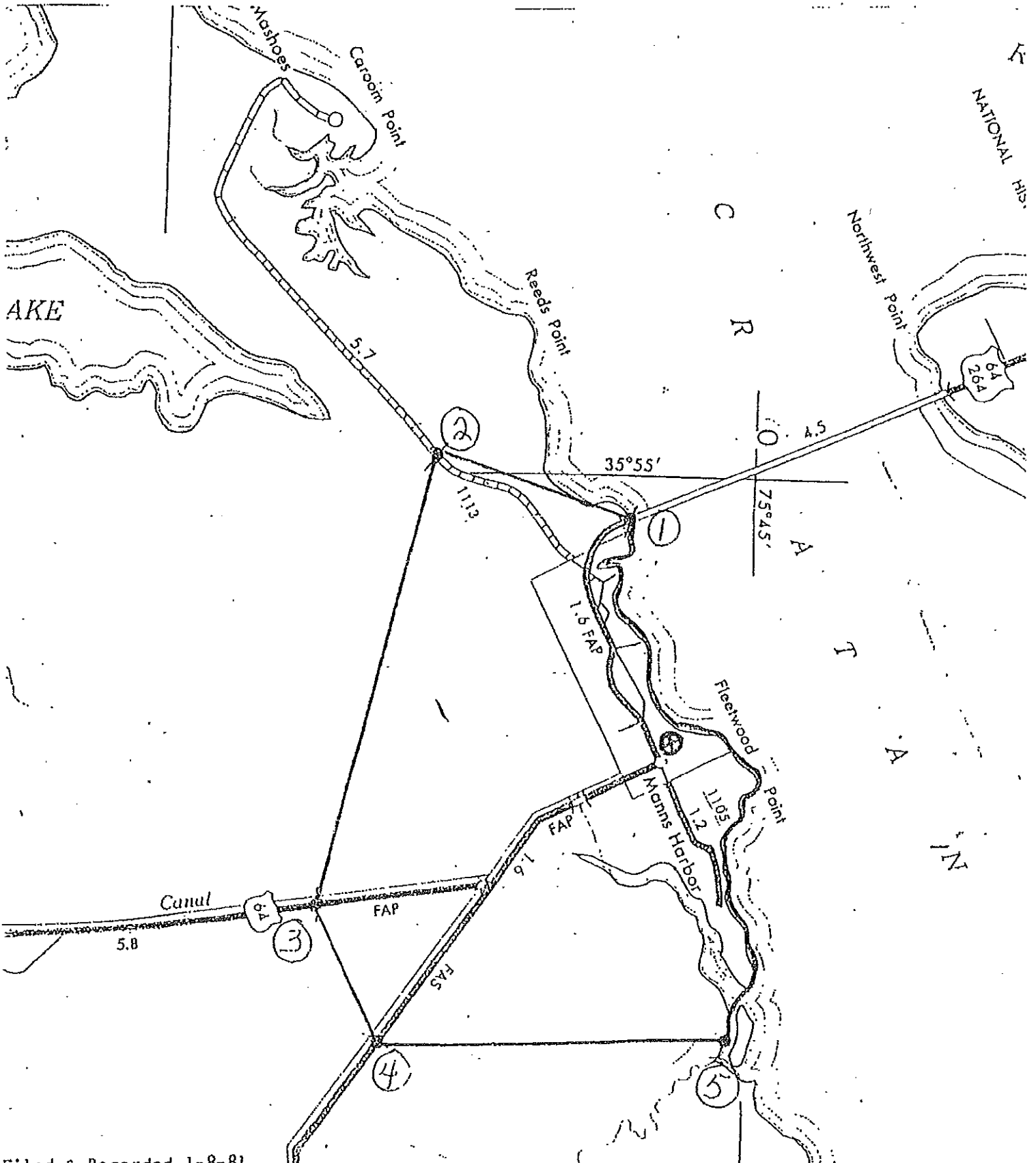
Dare County

Beginning at a point (1) on U.S. Highway 64-264 at the western shoreline of Croatan Sound; thence in a north-westerly direction to a point (2) on Road 1113, 1.4 miles northwest of its intersection with U.S. Highway 64-264; thence in a southwesterly direction to a point (3) on U.S. Highway 64, 1.4 miles west of its intersection with U.S. Highway 264; thence in a southeasterly direction to a point (4) on U.S. Highway 264, 1.4 miles southwest of its intersection with U.S. Highway 64; thence in a due east direction to a point (5) at the western shoreline of Croatan Sound; thence in a northerly direction along the western shoreline of Croatan Sound to point (1), the beginning.

Filed & Recorded 1-8-81

# MANN'S HARBOR Fire District Dare County

BOOK 013 PAGE 891A  
Fire Station ⊕  
Scale 1" = 1 mile  
9A-3 mile





NORTH CAROLINA  
DARE COUNTY

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this the 17th day of December, 2018, by and between COUNTY OF DARE, also referred to as County, and the SOUTHERN SHORES VOLUNTEER FIRE DEPARTMENT, also referred to as Fire Department;

WITNESSETH:

WHEREAS, N.C.G.S. 69-25.5 provides that counties may provide for fire prevention in a fire district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, N.C.G.S. 159-13a provides that the budget ordinance of a Board of Commissioners may be in any form that the Board considers most efficient in enabling it to make the fiscal policy decisions embodied therein, and that financial transactions related to the fire district may be accounted for in an agency fund established to account for moneys held by the County as an agent; and

WHEREAS, the Fire Department is a nonprofit corporation organized for fire protection for the public; and

WHEREAS, it serves a special tax district created by a vote of the people to fund the Fire Departments operations; and

WHEREAS, the County levies and collects the taxes and is responsible for said funds for the use and benefit of the citizens in the fire protection district; and

WHEREAS, the County desires to standardized all its arrangements with Fire Departments in the County;

NOW, THEREFORE, in consideration of the premises, the parties hereto contract and agree as follows:

1. The County contracts and agrees that it will cause to be assessed or levied a special tax of all real and personal property in the Southern Shores Fire District described in Attachment A unless otherwise limited by law and/or vote of the people; and will collect said tax as a part of the ad valorem taxes of the County of Dare.
2. That an agency fund shall be maintained by the County for the funds collected as a result of said special tax.
3. That current fire district taxes and two years of delinquent fire district taxes, as they are collected by the County, shall be remitted to the Fire Department within five (5) business days following the end of each month, when feasible. The Fire Department will provide the Dare County Finance Department instructions for the electronic delivery of funds collected for the Fire Department by the County.
4. The Fire Department shall provide the necessary equipment and personnel for furnishing adequate fire protection as determined by the North Carolina Department of Insurance, Fire and Rescue Division, for all property located within the Fire District, and it will maintain a

minimum 9-S rating through the Department of Insurance and furnish said fire protection free of charge to all persons and individuals located in said District in an efficient and workmanlike manner.

5. The Fire Department further agrees to comply with the adopted state rules, regulations, and fire code and work directly with the Dare County Fire Marshal as a combined effort to improve the insurance rating of this fire district. In addition, as a county resource the Fire Department agrees to support response and recovery activities under the Dare County Emergency Management Plan as outlined in Chapter 92 of the Dare County Code by working with the Dare County Fire Marshal and/or the Emergency Management Director to fulfill the objectives and priorities set by the Dare County Control Group. These efforts could include, but are not limited to serving as a local Incident Commander for the fire district or providing facilities to support disaster recovery center operations in the fire district.
6. That all funds paid to the Fire Department by the County shall be used exclusively to provide fire and rescue protection within said Fire Districts and to pay other legitimate fire and rescue protection expenses.
7. The Fire Department will maintain its status as a nonprofit corporation and IRS Section 501(c) (4) or 501(c) (3) status. The Fire Department will properly and timely file annual any required IRS form 990 and will submit a copy to the Dare County Finance Department
8. The County may inspect all books and accounts of the Fire Department at any time it shall desire. It is further agreed that the Fire Department will comply with any existing special district financial reporting requirements adopted by the Dare County Board of Commissioners (see Attachment B for current requirements).
9. The Fire Department agrees to comply with County budgeting procedures and other procedures provided for by State law and agrees to submit budget estimates to the Board of Commissioners on standard forms as instructed by the Dare County Finance Department. The Fire Department also agrees to use standard line items for accounting devised or consented to by the County Finance Department.
10. The Fire Department further agrees to file with the County Finance Department a true copy of the Articles of Incorporation, existing bylaws and any changes made thereto from time to time; further, the Fire Department agrees to adopt bylaws which meet all minimum legal requirements and which bylaws, in addition thereto, have reasonable provisions enabling citizens of the community to participate in the affairs of the corporation at no less than one annual meeting and vesting in a Board of Directors the authority to manage the affairs of the corporation without a vote of the membership to the extent permitted by N.C.G.S. 55A, the North Carolina Nonprofit Corporation Act.
11. Upon non-compliance with sections 6, 7, 8 or 10 of this agreement, as determined by the Dare County Finance Director, the Fire Department shall be promptly notified in writing by the Dare County Finance Director. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions", the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.

12. The Fire Department shall defend, indemnify and hold harmless the County, as well as those of their respective officers, agents and employees who perform any services or duties under this Agreement, from any claims, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.
13. Fire Department agrees to maintain insurance coverage, the premiums for which shall be included in the budget of the Fire Department, said coverage to be as follows:
  - a. Workers' Compensation: Coverage to apply to all volunteers for statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident; \$100,000.00 bodily injury or disease for each employee and \$500,000.00 bodily injury or disease policy limit.
  - b. Comprehensive General Liability: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, products and/or completed operations, broad form property damage, and a contractual liability endorsement.
  - c. Business Auto Policy: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles, and employee non-ownership.
  - d. Professional Errors and Omissions Liability: Coverage shall have minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
  - e. Umbrella Liability: Coverage shall have a minimum limit of \$1,000,000.00 with underlying coverage of compensation/employers liability.
14. Additional special requirements shall be as follows:
  - a. The County is to be included as an additional insured on each of the liability policies in the agreement.
  - b. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this contract. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage. The certificates of insurance meeting the required insurance provisions shall be forwarded to the County. Wording on the certificates which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.
15. This contract shall begin upon execution and shall expire on the 31th day of December, 2024, unless sooner terminated by either party upon written notice of 180 days.

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be signed in its name by its Chairman, attested by its Clerk and its corporate seal affixed hereto, all as the act and deed of the said Dare County Board of Commissioners, and the party of the second part has caused this instrument to be signed in its name by its President, attested by its secretary, and its corporate seal affixed hereto, all by order of its Board of Directors duly given, the said year first above written.

DARE COUNTY BOARD OF COMMISSIONERS

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

\_\_\_\_\_  
Clerk

ATTEST: By: \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who, being by me duly sworn, deposes and says that he is Chairman of the Board of Commissioners of Dare County, that the seal affixed to the foregoing instrument in writing is the official seal of said County, that the said writing was signed and sealed by him in behalf of said County Board of Commissioners by its authority duly and legally given, and he acknowledged the said writing to be the act and deed of the said Board of County Commissioners of Dare County.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who acknowledged that (s)he is President of the \_\_\_\_\_, a North Carolina corporation, and that by authority duly given and as the act of corporation, the foregoing instrument was signed in its name by him/her as its President, sealed with its corporate seal and attested by its corporate Secretary.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

**Special Taxing Districts Financial Reporting Requirements  
Adopted by the Dare County Board of Commissioners on July 16, 2007**

Financial reporting requirements shall be reflected in the special district's contract with the County. All special district contracts are to be amended to reflect these provisions.

Special district contracts shall be established with those that do not currently have them: the Hatteras Community Center, the Stumpy Point Community Center, the Wanchese Community Center and the Rodanthe, Waves, Salvo Community Center.

Contracts shall be established for the Manns Harbor Community Center, the East Lake Community Center and the Roanoke Island Community Center, where the County owns the property and provides certain services but the special district does not levy a property tax.

All special districts are required to submit a budget request to the County Finance Department. Such budget request will include a line item breakdown of the entire special district budget for the year of the request and shall specifically state the requested property tax rate requested to be levied.

If property taxes levied by Dare County for the special district annually exceed \$150,000 an independent external audit is required and the audit will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

If property taxes levied by Dare County for the special district annually exceed \$100,000 but are \$150,000 or less, an external review or compilation is required and the review or compilation will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

In all cases where an IRS Form 990 is filed, the same will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year or one month after the extended filing date with proof of filing an extension with the IRS.

In all cases the special district's Articles of Incorporation, By-laws, and IRS 501(c)(3) Determination Letter are to be filed in the Dare County Finance Department. Any revisions to the above will be filed with the Dare County Finance Department.

For any district not in compliance with the financial reporting requirements of their contract, the County Finance Director will notify the special district in writing of such at least three times. If the non-compliance has not been remedied within three months of its occurrence, the County will begin to charge the special district a property tax collection fee of 1.5% of the amount collected until the non-compliance is remedied. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions" (required for the volunteer fire department's participation in the Fireman's Relief Fund), the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.

# RESOLUTION

## For Approval of Insurance District Boundaries

NORTH CAROLINA

DARE COUNTY

Upon motion by Commissioner JACK SHEA,  
seconded by Commissioner MARGARETTIS LIMPHETT, RESOLVED that the  
Board of Commissioners of the County of Dare, approve the boundary lines of the  
Southern Shores Fire Insurance District in accordance with the maps and description filed  
this date with the Board of County Commissioners and recorded in the minutes of the  
meeting. Said Southern Shores Fire Insurance District being described as follows:

*See attached GIS map which updates the previously approved written description of the  
district.*

NORTH CAROLINA

DARE COUNTY

This is to certify that the foregoing is a true and accurate copy of excerpt from the  
Minutes of the Board of County Commissioners of Dare County, adopted this the 17<sup>th</sup>  
day of August, 2015.

(SEAL)



  
Clerk to the Board



Dare County

SOUTHERN SHORES FIRE DISTRICT

Served by: Southern Shores Volunteer Fire Department- Southern Shores Company

Beginning at a point (1) on US Highway 158 at the eastern end of the Currituck Sound Bridge; thence in a northeasterly direction along the center line of US Highway 158 to a point (2) at the shoreline of the Atlantic Ocean; thence in a northwesterly direction along the shoreline of the Atlantic Ocean to a point (3) between Charles Jenkins Drive and Thirteenth Avenue; thence in a westerly direction to a point (4) on the Currituck Sound; thence in a southeasterly direction along the shoreline of the Currituck Sound to point (1) the beginning.

This area shall include all of the Town of Southern Shores and unincorporated Martin's Point.

**SOUTHERN SHORES  
Fire District**

1 inch = 833 feet

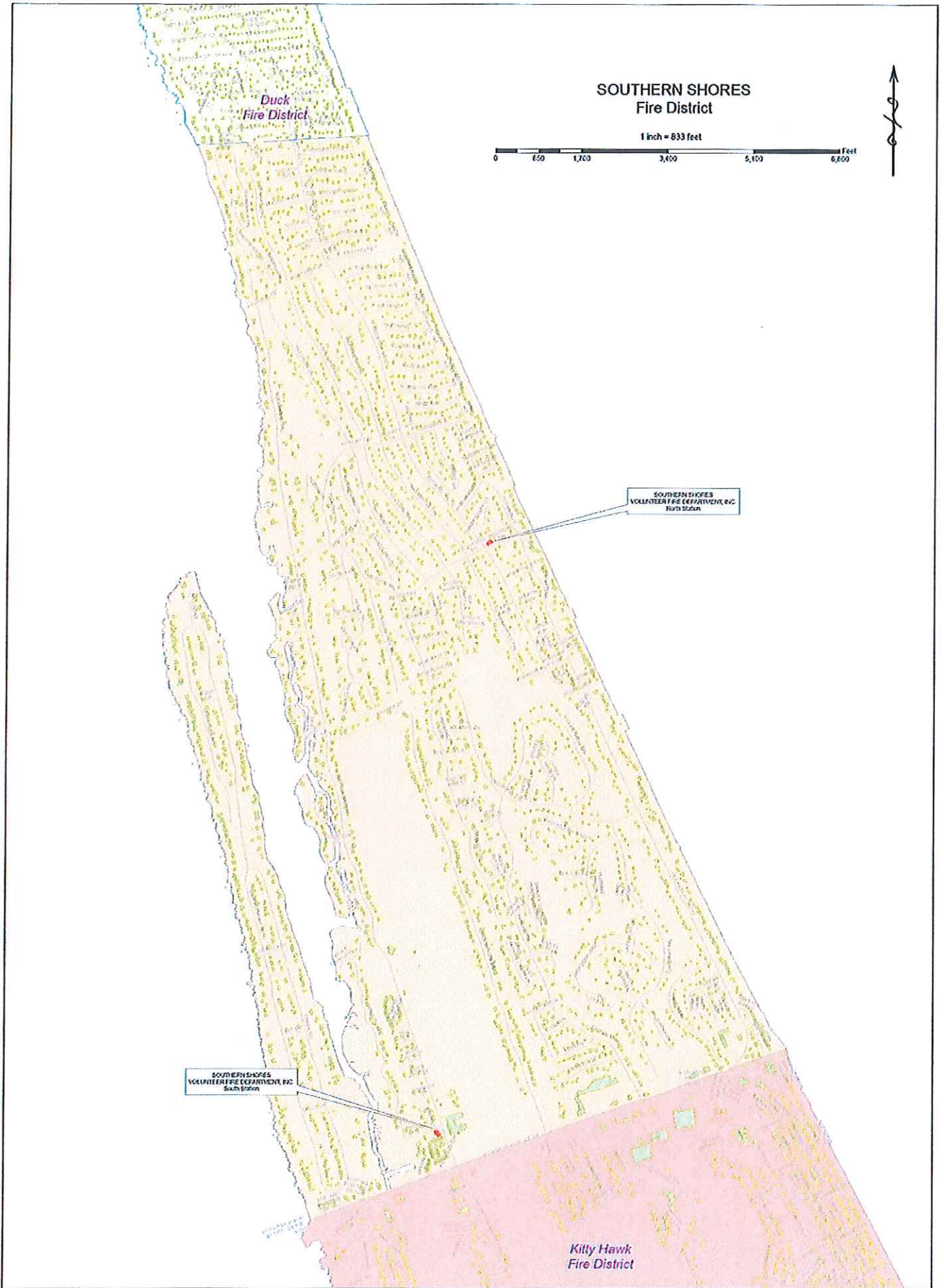


*Duck  
Fire District*

SOUTHERN SHORES  
VOLUNTEER FIRE DEPARTMENT, INC.  
Ranch Station

SOUTHERN SHORES  
VOLUNTEER FIRE DEPARTMENT, INC.  
South Station

*Kitty Hawk  
Fire District*



NORTH CAROLINA  
DARE COUNTY

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this the 17th day of December, 2018, by and between COUNTY OF DARE, also referred to as County, and the STUMPY POINT FIRE DEPARTMENT, also referred to as Fire Department;

WITNESSETH:

WHEREAS, N.C.G.S. 69-25.5 provides that counties may provide for fire prevention in a fire district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, N.C.G.S. 159-13a provides that the budget ordinance of a Board of Commissioners may be in any form that the Board considers most efficient in enabling it to make the fiscal policy decisions embodied therein, and that financial transactions related to the fire district may be accounted for in an agency fund established to account for moneys held by the County as an agent; and

WHEREAS, the Fire Department is a nonprofit corporation organized for fire protection for the public; and

WHEREAS, it serves a special tax district created by a vote of the people to fund the Fire Departments operations; and

WHEREAS, the County levies and collects the taxes and is responsible for said funds for the use and benefit of the citizens in the fire protection district; and

WHEREAS, the County desires to standardized all its arrangements with Fire Departments in the County;

NOW, THEREFORE, in consideration of the premises, the parties hereto contract and agree as follows:

1. The County contracts and agrees that it will cause to be assessed or levied a special tax of all real and personal property in the Stumpy Point Fire District described in Attachment A unless otherwise limited by law and/or vote of the people; and will collect said tax as a part of the ad valorem taxes of the County of Dare.
2. That an agency fund shall be maintained by the County for the funds collected as a result of said special tax.
3. That current fire district taxes and two years of delinquent fire district taxes, as they are collected by the County, shall be remitted to the Fire Department within five (5) business days following the end of each month, when feasible. The Fire Department will provide the Dare County Finance Department instructions for the electronic delivery of funds collected for the Fire Department by the County.
4. The Fire Department shall provide the necessary equipment and personnel for furnishing adequate fire protection as determined by the North Carolina Department of Insurance, Fire and Rescue Division, for all property located within the Fire District, and it will maintain a

minimum 9-S rating through the Department of Insurance and furnish said fire protection free of charge to all persons and individuals located in said District in an efficient and workmanlike manner.

5. The Fire Department further agrees to comply with the adopted state rules, regulations, and fire code and work directly with the Dare County Fire Marshal as a combined effort to improve the insurance rating of this fire district. In addition, as a county resource the Fire Department agrees to support response and recovery activities under the Dare County Emergency Management Plan as outlined in Chapter 92 of the Dare County Code by working with the Dare County Fire Marshal and/or the Emergency Management Director to fulfill the objectives and priorities set by the Dare County Control Group. These efforts could include, but are not limited to serving as a local Incident Commander for the fire district or providing facilities to support disaster recovery center operations in the fire district.
6. That all funds paid to the Fire Department by the County shall be used exclusively to provide fire and rescue protection within said Fire Districts and to pay other legitimate fire and rescue protection expenses.
7. The Fire Department will maintain its status as a nonprofit corporation and IRS Section 501(c) (4) or 501(c) (3) status. The Fire Department will properly and timely file annual any required IRS form 990 and will submit a copy to the Dare County Finance Department
8. The County may inspect all books and accounts of the Fire Department at any time it shall desire. It is further agreed that the Fire Department will comply with any existing special district financial reporting requirements adopted by the Dare County Board of Commissioners (see Attachment B for current requirements).
9. The Fire Department agrees to comply with County budgeting procedures and other procedures provided for by State law and agrees to submit budget estimates to the Board of Commissioners on standard forms as instructed by the Dare County Finance Department. The Fire Department also agrees to use standard line items for accounting devised or consented to by the County Finance Department.
10. The Fire Department further agrees to file with the County Finance Department a true copy of the Articles of Incorporation, existing bylaws and any changes made thereto from time to time; further, the Fire Department agrees to adopt bylaws which meet all minimum legal requirements and which bylaws, in addition thereto, have reasonable provisions enabling citizens of the community to participate in the affairs of the corporation at no less than one annual meeting and vesting in a Board of Directors the authority to manage the affairs of the corporation without a vote of the membership to the extent permitted by N.C.G.S. 55A, the North Carolina Nonprofit Corporation Act.
11. Upon non-compliance with sections 6, 7, 8 or 10 of this agreement, as determined by the Dare County Finance Director, the Fire Department shall be promptly notified in writing by the Dare County Finance Director. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions", the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.

12. The Fire Department shall defend, indemnify and hold harmless the County, as well as those of their respective officers, agents and employees who perform any services or duties under this Agreement, from any claims, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.
13. Fire Department agrees to maintain insurance coverage, the premiums for which shall be included in the budget of the Fire Department, said coverage to be as follows:
  - a. Workers' Compensation: Coverage to apply to all volunteers for statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident; \$100,000.00 bodily injury or disease for each employee and \$500,000.00 bodily injury or disease policy limit.
  - b. Comprehensive General Liability: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, products and/or completed operations, broad form property damage, and a contractual liability endorsement.
  - c. Business Auto Policy: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles, and employee non-ownership.
  - d. Professional Errors and Omissions Liability: Coverage shall have minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
  - e. Umbrella Liability: Coverage shall have a minimum limit of \$1,000,000.00 with underlying coverage of compensation/employers liability.
14. Additional special requirements shall be as follows:
  - a. The County is to be included as an additional insured on each of the liability policies in the agreement.
  - b. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this contract. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage. The certificates of insurance meeting the required insurance provisions shall be forwarded to the County. Wording on the certificates which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.
15. This contract shall begin upon execution and shall expire on the 31th day of December, 2024, unless sooner terminated by either party upon written notice of 180 days.

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be signed in its name by its Chairman, attested by its Clerk and its corporate seal affixed hereto, all as the act and deed of the said Dare County Board of Commissioners, and the party of the second part has caused this instrument to be signed in its name by its President, attested by its secretary, and its corporate seal affixed hereto, all by order of its Board of Directors duly given, the said year first above written.

DARE COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

\_\_\_\_\_  
Clerk

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

ATTEST:

\_\_\_\_\_  
Secretary

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who, being by me duly sworn, deposes and says that he is Chairman of the Board of Commissioners of Dare County, that the seal affixed to the foregoing instrument in writing is the official seal of said County, that the said writing was signed and sealed by him in behalf of said County Board of Commissioners by its authority duly and legally given, and he acknowledged the said writing to be the act and deed of the said Board of County Commissioners of Dare County.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who acknowledged that (s)he is President of the \_\_\_\_\_, a North Carolina corporation, and that by authority duly given and as the act of corporation, the foregoing instrument was signed in its name by him/her as its President, sealed with its corporate seal and attested by its corporate Secretary.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



**Special Taxing Districts Financial Reporting Requirements  
Adopted by the Dare County Board of Commissioners on July 16, 2007**

Financial reporting requirements shall be reflected in the special district's contract with the County. All special district contracts are to be amended to reflect these provisions.

Special district contracts shall be established with those that do not currently have them: the Hatteras Community Center, the Stumpy Point Community Center, the Wanchese Community Center and the Rodanthe, Waves, Salvo Community Center.

Contracts shall be established for the Manns Harbor Community Center, the East Lake Community Center and the Roanoke Island Community Center, where the County owns the property and provides certain services but the special district does not levy a property tax.

All special districts are required to submit a budget request to the County Finance Department. Such budget request will include a line item breakdown of the entire special district budget for the year of the request and shall specifically state the requested property tax rate requested to be levied.

If property taxes levied by Dare County for the special district annually exceed \$150,000 an independent external audit is required and the audit will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

If property taxes levied by Dare County for the special district annually exceed \$100,000 but are \$150,000 or less, an external review or compilation is required and the review or compilation will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

In all cases where an IRS Form 990 is filed, the same will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year or one month after the extended filing date with proof of filing an extension with the IRS.

In all cases the special district's Articles of Incorporation, By-laws, and IRS 501(c)(3) Determination Letter are to be filed in the Dare County Finance Department. Any revisions to the above will be filed with the Dare County Finance Department.

For any district not in compliance with the financial reporting requirements of their contract, the County Finance Director will notify the special district in writing of such at least three times. If the non-compliance has not been remedied within three months of its occurrence, the County will begin to charge the special district a property tax collection fee of 1.5% of the amount collected until the non-compliance is remedied. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions" (required for the volunteer fire department's participation in the Fireman's Relief Fund), the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.

# RESOLUTION

## For Approval of Insurance District Boundaries

NORTH CAROLINA

DARE COUNTY

Upon motion by Commissioner Shea,  
seconded by Commissioner Burns + Commissioner Dutton, RESOLVED that the  
Board of Commissioners of the County of Dare, approve the boundary lines of the  
STUMPY POINT Fire Insurance District in accordance with the maps and description filed  
this date with the Board of County Commissioners and recorded in the minutes of the  
meeting. Said STUMPY POINT Fire Insurance District being described as follows:

Beginning at point (1) on US Highway 264, 3.4 miles north of its intersection with SR 1100; thence  
in a southeasterly direction to point (2) on the shoreline of the Pamlico Sound, 2.0 miles north of  
Old Point; thence in a southerly direction along the shore of the Pamlico Sound and Stumpy Point  
Bay to point (3) on the shore of the Pamlico Sound, 1.0 miles south of Kazer Point; thence in a  
southwesterly direction to point (4) on US Highway 264, 3.4 miles south of its intersection with SR  
1100; thence in a northerly direction to point (1), the beginning.

NORTH CAROLINA

DARE COUNTY

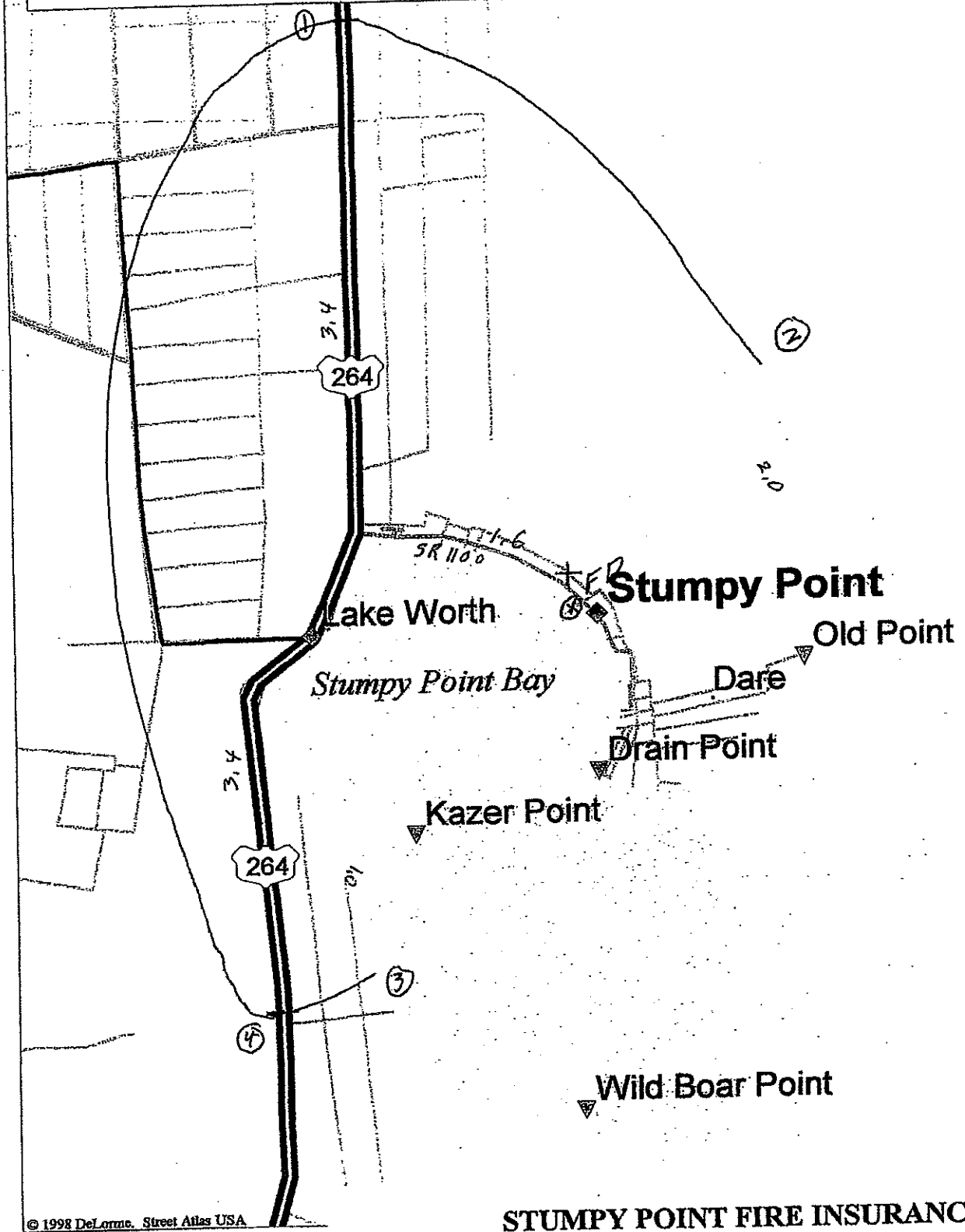
This is to certify that the foregoing is a true and accurate copy of excerpt from the  
Minutes of the Board of County Commissioners of Dare County, adopted this the 3rd  
day of December, 20 12.

(SEAL)



[Signature]  
Clerk to the Board

# Stumpy Point Fire Insurance District



© 1998 DeLorme, Street Atlas USA  
 Mag 12.00  
 Thu Oct 14 10:52 1999

**STUMPY POINT FIRE INSURANCE DISTRICT  
 SERVED BY: STUMPY POINT FIRE DEPARTMENT, INC.  
 DARE COUNTY**

**FIVE MILE DISTRICT  
 MAP 1" = 1 MILE**

*Handwritten signature/initials*

Approved by Dare County on: 2-4-08

NORTH CAROLINA  
DARE COUNTY

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this the 17th day of December, 2018, by and between COUNTY OF DARE, also referred to as County, and the HATTERAS ISLAND RESCUE SQUAD, INC., also referred to as Rescue Squad;

WITNESSETH:

WHEREAS, N.C.G.S. 153A-305 provides that counties may provide for rescue services in a service district by letting contracts for the services; and

WHEREAS, N.C.G.S. 159-13a provides that the budget ordinance of a Board of Commissioners may be in any form that the Board considers most efficient in enabling it to make the fiscal policy decisions embodied therein, and that financial transactions related to the rescue district may be accounted for in an agency fund established to account for moneys held by the County as an agent; and

WHEREAS, the Rescue Squad is a nonprofit corporation organized for rescue service for the public; and

WHEREAS, it serves a special tax district created by the Dare County Board of Commissioners to fund the Rescue Squad's operation; and

WHEREAS, the County levies and collects the taxes and is responsible for said funds for the use and benefit of the citizens in the rescue district; and

NOW, THEREFORE, in consideration of the premises and the consideration of TEN DOLLARS to each the other in hand paid, the parties hereto contract and agree as follows:

1. The County contracts and agrees that it will cause to be assessed or levied a special tax of up to five cents per one hundred dollar valuation of all real and personal property in the Avon, Buxton, Frisco, Hatteras service district unless otherwise limited by law and/or vote of the people; and will collect said tax as a part of the ad valorem taxes of the County of Dare.
2. That an agency fund shall be maintained by the County for the funds collected as a result of said special tax.
3. That current rescue squad district taxes and two years of delinquent rescue squad taxes, as they are collected by the County, shall be remitted to the Rescue Squad within five (5) business days following the end of each month, when feasible. The Rescue Squad will provide the Dare County Finance Department instructions for the electronic delivery of funds collected for the Rescue Squad by the County.
4. The Rescue Squad shall provide the necessary equipment and personnel for furnishing adequate rescue services for all persons located within the Avon, Buxton, Frisco, Hatteras service district, and it will furnish said rescue services free of charge to all persons and individuals located in said District in an efficient and workmanlike

manner. Said Avon, Buxton, Frisco, Hatteras service district shall be that certain parcel of land lying on Hatteras Island, Dare County, North Carolina and described as that area bounded by Ramp 34 of the National Park Service on the north and on the south by the Hatteras Inlet.

5. That all funds paid to the Rescue Squad by the County shall be used exclusively to provide rescue services within said rescue district and to pay other legitimate rescue service expenses.
6. In addition, as a county resource the Rescue Squad agrees to support response and recovery activities under the Dare County Emergency Management Plan as outlined in Chapter 92 of the Dare County Code by working with the Dare County Fire Marshal and/or the Emergency Management Director to fulfill the objectives and priorities set by the Dare County Control Group. These efforts could include, but are not limited to serving as a local Incident Commander or providing facilities to support disaster recovery center operations in the fire district.
7. The Rescue Squad will maintain its status as a nonprofit corporation 501(c) (4) or 501(c) (3). The Rescue Squad will properly and timely file any required annual IRS form 990 and will submit a copy to the Dare County Finance Department.
8. The County may inspect all books and accounts of the Rescue Squad at any time it shall desire. It is further agreed that the Rescue Squad will comply with any existing special district financial reporting requirements adopted by the Dare County Board of Commissioners (see Attachment A for current requirements).
9. The Rescue Squad agrees to comply with County budgeting procedures and other procedures provided for by State law and agrees to submit budget estimates to the Board of Commissioners on standard forms as instructed by the Dare County Finance Department. The Rescue Squad also agrees to use standard line items for accounting devised or consented to by the Dare County Finance Department.
10. The Rescue Squad further agrees to file with the County Finance Department a true copy of the Articles of Incorporation, existing bylaws and any changes made thereto from time to time; further, the Rescue Squad agrees to adopt bylaws which meet all minimum legal requirements and which bylaws, in addition thereto, have reasonable provisions enabling citizens of the community to participate in the affairs of the corporation at no less than one annual meeting and vesting in a Board of Directors the authority to manage the affairs of the corporation without a vote of the membership to the extent permitted by N.C.G.S. 55A, the North Carolina Nonprofit Corporation Act.
11. Upon non-compliance with sections 6, 7, 8 or 10 of this agreement, as determined by the Dare County Finance Director, the Rescue Squad shall be promptly notified in writing by the Dare County Finance Director. If the non-compliance has not been remedied within three months of its occurrence, the County will begin to charge the Rescue Squad a property tax collection fee of 1.5% of the amount collected until the non-compliance is remedied. If the non-compliance is not remedied within 12 months from the date of occurrence, the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.

12. The Rescue Squad shall defend, indemnify and hold harmless the County, as well as those of their respective officers, agents and employees who perform any services or duties under this Agreement, from any claims, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.
13. Fire Rescue Squad agrees to maintain insurance coverage, the premiums for which shall be included in the budget of the Fire Department, said coverage to be as follows:
  - a. Workers' Compensation: Coverage to apply to all volunteers for statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident; \$100,000.00 bodily injury or disease for each employee and \$500,000.00 bodily injury or disease policy limit.
  - b. Comprehensive General Liability: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, products and/or completed operations, broad form property damage, and a contractual liability endorsement.
  - c. Business Auto Policy: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles, and employee non-ownership.
  - d. Professional Errors and Omissions Liability: Coverage shall have minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
  - e. Umbrella Liability: Coverage shall have a minimum limit of \$1,000,000.00 with underlying coverage of compensation/employers liability.
13. Additional special requirements shall be as follows:
  - a. The County is to be included as an additional insured on each of the liability policies in the agreement.
  - b. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this contact. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage. The certificates of insurance meeting the required insurance provisions shall be forwarded to the County. Wording on the certificates which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.
14. This contract shall expire on the 31st day of December, 2024, unless sooner terminated by either party upon written notice of 180 days.



IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be signed in its name by its Chairman, attested by its Clerk and its corporate seal affixed hereto, all as the act and deed of the said Dare County Board of Commissioners, and the party of the second part has caused this instrument to be signed in its name by its President, attested by its secretary and its corporate seal affixed hereto, all by order of its Board of Directors duly given, the said year first above written.

DARE COUNTY BOARD OF COMMISSIONERS

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

ATTEST:  
\_\_\_\_\_  
Clerk

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

ATTEST:  
\_\_\_\_\_  
Secretary

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who, being by me duly sworn, deposes and says that he is Chairman of the Board of Commissioners of Dare County, that the seal affixed to the foregoing instrument in writing is the official seal of said County, that the said writing was signed and sealed by him in behalf of said County Board of Commissioners by its authority duly and legally given, and he acknowledged the said writing to be the act and deed of the said Board of County Commissioners of Dare County.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who, acknowledged that (s)he is President of the \_\_\_\_\_, a North Carolina corporation, and that by authority duly given and as the act of corporation, the foregoing instrument was signed in its name by him/her as its President, sealed with its corporate seal and attested by its corporate Secretary.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

**Special Taxing Districts Financial Reporting Requirements  
Adopted by the Dare County Board of Commissioners on July 16, 2007**

Financial reporting requirements shall be reflected in the special district's contract with the County. All special district contracts are to be amended to reflect these provisions.

Special district contracts shall be established with those that do not currently have them: the Hatteras Community Center, the Stumpy Point Community Center, the Wanchese Community Center and the Rodanthe, Waves, Salvo Community Center.

Contracts shall be established for the Manns Harbor Community Center, the East Lake Community Center and the Roanoke Island Community Center, where the County owns the property and provides certain services but the special district does not levy a property tax.

All special districts are required to submit a budget request to the County Finance Department. Such budget request will include a line item breakdown of the entire special district budget for the year of the request and shall specifically state the requested property tax rate requested to be levied.

If property taxes levied by Dare County for the special district annually exceed \$150,000 an independent external audit is required and the audit will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

If property taxes levied by Dare County for the special district annually exceed \$100,000 but are \$150,000 or less, an external review or compilation is required and the review or compilation will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

In all cases where an IRS Form 990 is filed, the same will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year or one month after the extended filing date with proof of filing an extension with the IRS.

In all cases the special district's Articles of Incorporation, By-laws, and IRS 501(c)(3) Determination Letter are to be filed in the Dare County Finance Department. Any revisions to the above will be filed with the Dare County Finance Department.

For any district not in compliance with the financial reporting requirements of their contract, the County Finance Director will notify the special district in writing of such at least three times. If the non-compliance has not been remedied within three months of its occurrence, the County will begin to charge the special district a property tax collection fee of 1.5% of the amount collected until the non-compliance is remedied. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions" (required for the volunteer fire department's participation in the Fireman's Relief Fund), the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.



*Tax Collector's Report*

**Description**

Nov 2018 Releases over \$100  
Nov 2018 Refunds over \$100  
Nov 2018 NCVTS Refunds over \$100  
Dec 2018 Discoveries over \$100  
Dec 2018 Releases over \$100  
Dec 2018 Refunds over \$100  
Dec 2018 NCVTS Refunds over \$100

**Board Action Requested**

Approved

**Item Presenter**

Becky Huff, Tax Collector

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

(Releases over (\$100.00) )

MONTH: November

DATE RANGE: 11/1/2018 - 11/30/2018

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel#	Bill Yr	Reason	Value Released	Tax Released
		2018	DISABLED VETERAN-PART EXEMPT	-45,000.00	-211.50
		2018	ELDERLY DEFERMENT	-141,200.00	-988.40
SPARKS, LENNERIE	962042001	2018	VALUE CORRECTION	-17,000.00	-142.80
CHRISTIANSEN, LOUIS J	022318000	2018	GRADE TOO HIGH / KEYING ERROR	-182,400.00	-1,258.56
ROGERS, TERRY C	023460714	2018	DUPLICATE LISTING	-32,495.00	-208.98
KRONSTEDT, SHAWN P.	963169000	2018	OWNER DECEASED - BOAT NOT IN DARE CTY	-14,550.00	-117.86
ROANOKE ISLAND VOLUNTEER	016419000	2018	REVISE TO EXEMPT	-196,600.00	-1,651.44
<b>Total Tax Released:</b>					<b>-4,579.54</b>

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

(Refunds over \$100.00 )

MONTH: November                      Date Range: 11/1/2018 - 11/30/2018                      SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Reason	Refund Amount
KLEBITZ, DAVID M	001262000	2018	Overpayment	-1,410.79
KING, JOHN S	002296000	2018	Overpayment	-150.00
LUCK, JUNE M	003745000	2018	Overpayment	-2,081.34
MCCALL, OTTIS T SR	006193066	2018	Overpayment	-1,250.20
WEIR, TIMOTHY WALLACE	009512000	2018	Overpayment	-3,566.95
WHITE, HARVEY E JR	012091000	2018	Overpayment	-957.11
HUSSELL, CHRISTOPHER P	014088000	2018	Overpayment	-223.26
SPEECE, R PAUL	015176001	2018	Overpayment	-3,001.68
ALTIZER, ROGER	015746041	2018	Overpayment	-2,465.99
SLEGEL, JONATHAN M	021713000	2014	Clerical error correction	-199.55
SLEGEL, JONATHAN M	021713000	2015	Clerical error correction	-199.55
SLEGEL, JONATHAN M	021713000	2016	Clerical error correction	-199.55
SLEGEL, JONATHAN M	021713000	2017	Clerical error correction	-211.83
SLEGEL, JONATHAN M	021713000	2018	Clerical error correction	-211.83
SECU*RE INC	025299000	2018	Overpayment	-893.31
BARBA, LINDA A	029635000	2018	Overpayment	-1,699.50
DOUGHERTY, DONNA K	030680000	2018	Overpayment	-463.22
<b>TOTAL REFUNDS:</b>				<b><u>-19,185.66</u></b>



# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

Report Date 12/13/2018 9:13:45 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Interest Change	Total Change
CROWDER, JAMES FRANKLIN	CROWDER, JAMES FRANKLIN		PO BOX 2441	KILL DEVIL HILLS, NC 27948	Proration	\$0.00	(\$74.49)
						\$0.00	(\$22.05)
						\$0.00	(\$16.33)
						<b>Refund</b>	<b>\$112.87</b>
MORRIS, CAROLYN FAYE	MORRIS, CAROLYN FAYE	MORRIS, JAMES THOMAS	PO BOX 676	NAGS HEAD, NC 27959	Proration	\$0.00	(\$76.73)
						\$0.00	(\$48.49)
						<b>Refund</b>	<b>\$125.22</b>
PACHAS, DEO C	PACHAS, DEO C		229 SOUNDVIEW DR	KILL DEVIL HILLS, NC 27948	Proration	\$0.00	(\$81.07)
						\$0.00	(\$23.99)
						\$0.00	(\$17.77)
						<b>Refund</b>	<b>\$122.83</b>
PEER, MARK RICHARD	PEER, MARK RICHARD		209 BURNS DR	KILL DEVIL HILLS, NC 27948	Adjustment >= \$100	\$0.00	(\$56.45)
						\$0.00	(\$45.75)
						<b>Refund</b>	<b>\$102.20</b>
PEER, MARK RICHARD	PEER, MARK RICHARD		209 BURNS DR	KILL DEVIL HILLS, NC 27948	Adjustment >= \$100	\$0.00	(\$80.28)
						\$0.00	(\$65.06)
						<b>Refund</b>	<b>\$145.34</b>
						<b>Refund Total</b>	<b>\$608.46</b>

Tax Jurisdiction	District Type	Net Change
C99	COUNTY	(\$369.02)
T07	CITY	(\$110.81)
T14	CITY	(\$48.49)
F50	FIRE	(\$46.04)
S99	SPECIAL	(\$34.10)
<b>Refund Total</b>		<b>(\$608.46)</b>



**Discovery Report for REAL ESTATE, PERSONAL PROPERTY and MOTOR VEHICLE**

*(Discoveries over \$100.00 )*

**MONTH:** December

**DATE RANGE:** 12/1/2018 - 12/31/2018

**SUBMITTED BY:** Becky Huff

<b>Taxpayer Name</b>	<b>Parcel</b>	<b>Bill Yr</b>	<b>Value Discovered</b>	<b>Tax Discovered</b>
MOORE, DALLAS JR	018673005	2018	\$ 40,000.00	\$ 313.32
MOORE, DALLAS JR	018673005	2017	\$ 40,000.00	\$ 313.32
MOORE, DALLAS JR	018673005	2016	\$ 40,000.00	\$ 295.72
MOORE, DALLAS JR	018673005	2015	\$ 40,000.00	\$ 295.72
<b>TOTAL TAX DISCOVERED:</b>				<b>\$ 1,218.08</b>

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

(Releases over (\$100.00) )

MONTH: December

DATE RANGE: 12/1/2018 - 12/31/2018

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel#	Bill Yr	Reason	Value Released	Tax Released
WRIGHT, CHRISTINE BIBBS	984694000	2018	BOAT OWNERSHIP ERROR	-14,550.00	-102.94
NORTH BEACH DEVELOPMENT, LLC	018673000	2017	REMOVE INCORRECT DISCOVERY	-59,500.00	-423.70
NORTH BEACH DEVELOPMENT, LLC	018673000	2018	REMOVE MH AND LAND ERROR	-60,400.00	-430.11
NORTH BEACH DEVELOPMENT, LLC	018673000	2017	REMOVE MH AND LAND ERROR	-119,000.00	-399.90
ESTHER JOY INC	984690000	2018	BRD OF E&R RELEASE LATE LIST	0.00	-527.34
U-BOYS LLC	976888000	2018	BRD OF E&R RELEASE LATE LIST	0.00	-403.40
FISHERMAN'S WHARF FILET INC.	976816000	2018	BRD OF E&R RELEASE LATE LIST	0.00	-178.34
TEXAS STAR LLC A CAROLINA LLC	976745000	2018	BRD OF E&R RELEASE LATE LIST	0.00	-2,176.55
TRAWLER DIANE MARIE INC	960959000	2018	BRD OF E&R RELEASE LATE LIST	0.00	-122.40
DELORES OF WANCHESE	960960000	2018	BRD OF E&R RELEASE LATE LIST	0.00	-135.07
COMPANION OF WANCHESE	960962000	2018	BRD OF E&R RELEASE LATE LIST	0.00	-174.86
WANCHESE FISH COMPANY INC	972988000	2018	BRD OF E&R RELEASE LATE LIST	0.00	-315.75
HIWALL INC	960961000	2018	BRD OF E&R RELEASE LATE LIST	0.00	-214.71
PENNY, BOBBY D	030835035	2018	BOAT DOUBLE LISTED	-12,015.00	-100.93
AMRHEIN, JOHN L JR	020479000	2018	KEYING ERROR	-132,400.00	-942.82
MANN, BETTY	025585001	2018	ERRORS WITH LAND CODE	-109,300.00	-918.12
<b>Total Tax Released:</b>					<b>-7,566.94</b>

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

(Refunds over \$100.00 )

**MONTH:** December

**Date Range:** 12/1/2018 - 12/31/2018

**SUBMITTED BY:** Becky Huff

Taxpayer Name	Parcel	Bill Yr	Reason	Refund Amount
BRYANT, W DOUGLAS	000199000	2018	Overpayment	-614.92
SMITH, JOHN MONROE TRUSTEE	000327000	2018	Overpayment	-203.08
HOLLOWELL, JEAN B	000450000	2018	Overpayment	-249.88
OLD, DALE N	001170000	2018	Overpayment	-194.43
PALMER, DENNIS LAYTON	001371000	2018	Overpayment	-271.72
JOHNSON, ROBERT T	001750000	2018	Overpayment	-156.76
MOORE, RAYMOND M	002596000	2018	Overpayment	-705.89
RUSSELL, SARAH P DELOATCH	003023000	2018	Overpayment	-1,872.83
CHEN'S CORP.	004326000	2018	Overpayment	-1,506.66
THOMPSON, ANDREW	004775000	2018	Overpayment	-1,769.87
PERRY, BRAUNDA L	004799000	2018	Overpayment	-500.00
KITTRELL, JOHN S	006306000	2016	Overpayment	-1,558.47
SPIVEY, ANDREW G	006959015	2018	Overpayment	-1,553.33
RONAN, TIMOTHY VINCENT	007970202	2018	Overpayment	-2,077.87
BIELMAN, STEPHEN R	008075022	2018	Overpayment	-100.00
STORY, DIANA C	010069021	2018	Overpayment	-300.00
STORY, DIANA C	010069021	2018	Overpayment	-300.00
SMITH, KENNETH A	010500000	2018	Overpayment	-318.18
SMITH, KENNETH A	010500000	2018	Overpayment	-318.18
MCCOSH, CAROLYN B TTEE	010971000	2018	Overpayment	-2,187.68
MENGES, JEFFREY K	013279017	2018	Overpayment	-5,704.14
MILLER, DALLAS	014461000	2018	Overpayment	-130.00
WESTMORELAND, JAMEY T	014564024	2018	Overpayment	-675.86
PEELE, MICHAEL ODEN	015542000	2018	Overpayment	-300.99
BARNETT, THOMAS BRETT	015551000	2018	Overpayment	-475.45
LAFFERTY, JOSEPH	016337009	2018	Overpayment	-1,010.45
FIGARD, FRANK C III	016743000	2018	Overpayment	-230.80
RALPH, JONATHAN A	017583001	2018	Overpayment	-1,962.70
RODRIGUEZ, SANDRA	018545000	2018	Overpayment	-136.50
CHAMBERS, CARLTON	019150000	2018	Overpayment	-400.00
STEWART, L DIANE	019350000	2018	Overpayment	-1,014.75
SNOW, BETTY H	019553000	2018	Overpayment	-2,291.53
FELEY, EDWARD C II	020396000	2018	Overpayment	-200.00
CHOVAZ, MATTHEW	022383033	2018	Overpayment	-2,810.37
AUSBAND, FRANCIS B	022519001	2018	Overpayment	-1,618.74
PARKS, BRYNNER	023010002	2018	Overpayment	-1,719.62
HOLTON, KATHRYN A	023271000	2018	Overpayment	-1,716.96

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

(Refunds over \$100.00 )

MONTH: December

Date Range: 12/1/2018 - 12/31/2018

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Reason	Refund Amount
GRAY, ERIC	023484000	2018	Overpayment	-459.18
BASNIGHT, MARC	024460000	2018	Overpayment	-4,440.89
BARNES, THOMAS W	025212010	2018	Overpayment	-1,903.13
BIRLEY, DANIEL J II	025694163	2018	Overpayment	-1,174.74
O'MALLEY, MICHAEL A	026508000	2018	Overpayment	-427.00
O'MALLEY, MICHAEL A	026508000	2018	Overpayment	-425.83
JOHNSON, WHEELER JR	027454001	2018	Overpayment	-3,052.62
SUNSATIONS REALTY, LLC	028326000	2018	Overpayment	-7,757.00
MCKEEVER, RHONDA PALLAS	028350000	2018	Overpayment	-3,419.21
JOHNSON, JOEL C	028577000	2018	Overpayment	-1,125.74
MERTOPOLITAN LIFE INSURANCE COMPANY	028819000	2018	Overpayment	-2,003.87
ALLSWORTH, BRIAN E	030226000	2018	Overpayment	-211.50
DOUGHERTY, DONNA K	030680000	2018	Overpayment	-463.22
STODDART, DOUGLAS J JR	961910000	2018	Overpayment	-236.63
ELLIOTT, CYNTHIA	7295	2018	Overpayment	-224.92

**TOTAL REFUNDS:**

**-66,484.09**



# North Carolina Vehicle Tax System

DECEMBER 2018 over \$100

## NCVTS Pending Refund report

Report Date 1/9/2019 1:14:29 PM

Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Interest Change	Total Change
BURGESS, DEBRA JOHNSON		889 EMELINE LN	KITTY HAWK, NC 27949	Proration	\$0.00	(\$104.38)
					\$0.00	(\$66.62)
					\$0.00	(\$8.88)
					<b>Refund</b>	<b>\$179.88</b>
COCKRELL, CHARLES STANLEY		3608 TEMPLER CT	PORTSMOUTH, VA 23703	Proration	\$0.00	(\$127.06)
					\$0.00	(\$102.97)
					<b>Refund</b>	<b>\$230.03</b>
COOLEY, WILLIAM BURGWYN		PO BOX 416	JACKSON, NC 27845	Proration	\$0.00	(\$122.85)
					\$0.00	(\$78.41)
					\$0.00	(\$10.45)
					<b>Refund</b>	<b>\$211.71</b>
JONES, WANDA AUSTIN	JONES, WILLIAM CHARLIE JR	405 W DURHAM ST	KILL DEVIL HILLS, NC 27948	Proration	\$0.00	(\$70.13)
					\$0.00	(\$56.83)
					<b>Refund</b>	<b>\$126.96</b>
MAJOR LEAGUE PLUMBING		112 SOUNDSHORE DR	KILL DEVIL HILLS, NC 27948	Proration	\$0.00	(\$113.65)
					\$0.00	(\$33.63)
					\$0.00	(\$24.91)
					<b>Refund</b>	<b>\$172.19</b>
OUTER BANKS REALTY SOLUTIONS	BAER, SUZANNE CIMINO	135 SAILFISH DR	MANTEO, NC 27954	Proration	\$0.00	(\$72.64)
					\$0.00	(\$57.18)
					<b>Refund</b>	<b>\$129.82</b>
PADILLA, LAWRENCE EDWARD	PADILLA, MELINDA GREGORY	1002 W AVALON DR	KILL DEVIL HILLS, NC 27948	Proration	\$0.00	(\$72.94)
					\$0.00	(\$59.12)



# North Carolina Vehicle Tax System

DECEMBER 2018 over \$100

## NCVTS Pending Refund report

Report Date 1/9/2019 1:14:29 PM

Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Interest Change	Total Change
					<b>Refund</b>	<b>\$132.06</b>
PRENTICE, DAVID JOHN	PRENTICE, ROWENA RICH	525 W ARCHDALE ST	KILL DEVIL HILLS, NC 27948	Proration	\$0.00	(\$110.42)
					\$0.00	(\$89.48)
					<b>Refund</b>	<b>\$199.90</b>
SAWYER, LINDA SLATE		119 CHICHAUK TRL	SOUTHERN SHORES, NC 27949	Proration	\$0.00	(\$154.71)
					\$0.00	(\$72.42)
					<b>Refund</b>	<b>\$227.13</b>
<b>Refund Total</b>						<b>\$1609.68</b>
				<b>Tax Jurisdiction</b>	<b>District Type</b>	<b>Net Change</b>
				C99	COUNTY	(\$948.78)
				T07	CITY	(\$308.40)
				T08	CITY	(\$145.03)
				T08BN	CITY	(\$19.33)
				T10	CITY	(\$57.18)
				T20	CITY	(\$72.42)
				F50	FIRE	(\$33.63)
				S99	SPECIAL	(\$24.91)
<b>Total</b>						<b>(\$1,609.68)</b>



**COMMISSIONERS' BUSINESS**

**MANAGER'S / ATTORNEY'S BUSINESS**