



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

Monday, March 04, 2019

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

AGENDA

- 9:00 AM** **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Presentation of County Service Pins
- ITEM 3** Employee of the Month
- ITEM 4** Public Comments
- ITEM 5** Report From the National Park Service
- ITEM 6** Dare County Land Use Plan - Staff Update
- ITEM 7** Proposed Amendments to Chapter 152 - Planning and Development
- ITEM 8** Consent Agenda
1. Approval of Minutes (02.19.19)
 2. Capital Project Ordinance for Shallowbag Bay (Manteo Channel) Dredging Project
 3. Request to Schedule Hearing -- 2018 Amendments to Dare County Code
 4. Government Education Access Channels 2019-2020 Proposed Budget
 5. Jail Inmate Telephone Contract Extension
 6. T-Mobile Water Tower Lease
- ITEM 9** Board Appointments
1. Parks and Recreation Advisory Council
 2. Planning Board
 3. Stumpy Point Community Center Board
 4. Waterways Commission
 5. Upcoming Board Appointments
- ITEM 10** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 5:00 P.M. ON MARCH 18, 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



Presentation of County Service Pins - March 2019

Description

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

1. Corinne Etheridge, Legal Assistant - 15 Year Pin
2. Regina Etheridge, Telecommunications Shift Supervisor - 15 Year Pin

Board Action Requested

None

Item Presenter

Robert Outten, County Manager

March 2019

Presentation of County Service Pins

1. Corinne Etheridge, Legal Assistant – 15 Year Pin
Presented by Becky Huff
2. Regina Etheridge, Telecommunications Shift Supervisor – 15 Year Pin
Presented by Trey Piland



Employee of the Month

Description

The Employee of the Month Certificate will be presented.

Board Action Requested

None

Item Presenter

To Be Determined.



Public Comments

Description

The Board of Commissioners 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



Report From the National Park Service

Description

The National Park Service Outer Banks Group will provide Commissioners with an update report on NPS visitation and activities.

Board Action Requested

None - Informational Presentation

Item Presenter

David Hallac, Superintendent, National Park Service Outer Banks Group



Dare County Land Use Plan -- Staff Update

Description

Last spring, we began the process of updating the Dare County Land Use Plan. Since that time, work on the LUP update has progressed. A questionnaire was completed in June 2018, a vision statement and goals for each management topic have been developed, policies and implementation strategies have been endorsed by the Planning Board, and the Planning staff has begun work on the narrative sections. The vision statement, goals, the policies statements, and associated implementation strategies endorsed by the Planning Board are attached. We will continue to work on the narratives and demographic sections of the update. I hope to have a rough draft of the LUP update prepared for public comment in the latter part of 2019.

Board Action Requested

Information Item Only

Item Presenter

Donna Creef

VISION STATEMENT—2009 VS reworded in different sentence structure but concepts remain the same.

Dare County is a desirable place to live, work, and visit. In order to maintain this desirability, Dare County will manage growth and development in a manner that preserves our historical, cultural, and natural resources. Development will be guided to retain the historical character of our unincorporated villages, to sustain our local economy and to maintain the traditional livelihoods of our citizens. The viability of our infrastructure and tax base will be protected through the use of realistic and practicable measures to mitigate the natural hazards that impact Dare County. Dare County will respond to the environmental and economic stress from the effects of these natural hazards and undertake actions to safeguard the resiliency of our community. The safety and reliability of our roads, bridges and waterways are vital components of our economy and way of life. Dare County will continue to work with the federal and state agencies that have ownership interests and regulatory responsibilities in Dare County to ensure their support and maintenance of our roads, bridges and waterways.

OBJECTIVES FOR EACH MANAGEMENT TOPIC

Public Access

Maintain, protect and enhance access to the beaches, sounds and other public trust areas of Dare County.

Encourage the protection of working waterfront areas from redevelopment that may result in the loss of or reduced access to those public trust areas and diminished opportunities for our local fishing industry.

Land Use Compatibility

Use the existing patterns of village communities to guide the location of new development and redevelopment in a manner that relates to the vast amounts of publicly owned lands and historical landmarks.

Address the housing needs of our permanent residents, our visitors, and our seasonal workforce with a mix of residential structures. Residential development is the preferred pattern of development used to support the varied needs of both permanent and seasonal populations.

Cultivate the influence of our coastal village heritage on the architecture, manner of structures, and scale of development for both residential and nonresidential development.

Recognize the varying and sometimes competing needs of our year-round residents and our seasonal visitors when evaluating land use policy and decisions for development of the remaining privately-owned lands of unincorporated Dare County.

Encourage commercial development that is village oriented to serve the needs of our neighborhoods and not intended to serve as regional attractions. Locally-owned businesses and historical marine-related industries should be encouraged and maintained.

Infrastructure Carrying Capacity

Continue to develop multi-modal means of transportation to connect our villages by expanding pedestrian and bicycle infrastructure improvements.

Balance the infrastructure needs of the permanent population with the demands of the seasonal population.

Continue to work with state and federal agencies to provide the safe and reliable transportation improvements in Dare County and northeastern North Carolina.

Emphasize the importance of the County's waterways and the vital role they play in our local economy by lobbying state and federal agencies for maintenance funding.

Natural Hazards

Encourage development to fit the natural conditions and landscape.

Mitigate the impacts of natural hazards through the adoption and administration of floodplain management ordinances; the participation in the National Flood Insurance Program and the Coastal Area Management Act program; and the implementation of emergency management policies and operations.

Encourage the resilience of our community and economy through the use of appropriate and practical natural hazards mitigation programs and techniques.

Water Quality

Ensure sustainability of our important natural resources especially ocean and estuarine water quality. Good water quality is vital to the viability of our commercial fisheries, tourism, and recreational fishing and boating.

Protect the water quality of the County's surface water bodies through the use of monitoring programs, stormwater runoff best management practices, and preservation of natural features such as coastal wetlands, which are directly related to good water quality.

Local Areas of Concern

Protect and promote the unique nature of Dare County and how our distinctive characteristics should be recognized and fostered in the development of local, state and federal policies, regulations, and programs.

Recognize that the overall sustainability of our community extends beyond the physical infrastructure and economy to include our human infrastructure. Issues such as quality education, adequate and affordability housing and insurance, and substance abuse all impact the cohesiveness of Dare County.

MANAGEMENT GOALS #1 – PUBLIC ACCESS

CAMA Goal: Maximize public access to the beaches and the public trust waters of the coastal region.

CAMA Planning Objectives: The plan shall include policies that address access needs and opportunities with strategies to develop public access and provisions for all segments of the community, including persons with disabilities. Oceanfront communities shall establish access policies for beach access areas targeted for nourishment.

Public Access Objectives Endorsed by PB in 2018

1. Maintain, protect and enhance access to the beaches, sounds and other public trust areas of Dare County.
2. Encourage the protection of working waterfront areas from redevelopment that may result in the loss of or reduced access to those public trust areas and diminished opportunities for our local fishing industry.

PA Policy 1 (no change to 2009 policy)

Dare County supports the preservation and protection of the public's right to access and use of the public trust areas and waters.

PA Policy 2 (no change to 2009 policy)

Dare County reserves the right to review, comment, advocate, or oppose any proposed Federal or State regulations or programs that affect the public trust waters or public trust areas.

PA Policy 3 (no change to 2009 policy)

Dare County supports North Carolina's shoreline access policies and grant programs and recognizes the importance of shoreline access to our local residents and our tourist economy. The County will continue to seek opportunities to expand access, including opportunities for the disabled, and to secure funding for beach nourishment in order to maintain wide sandy beaches.

Implementation Strategy:

1. Identify and pursue appropriate grant opportunities for access sites to public trust waters and public trust areas. Any new public access sites shall address the needs of handicap persons and address those needs to the maximum extent practicable in working with the natural conditions of the site.

PA Policy 4 (revised to reflect adoption of management plans by NPS)

The County recognizes the importance of four-wheel drive vehicles and pedestrian access to the beaches of Dare County that are under the management authority of the federal government. The historical practice of vehicular and pedestrian access to the beaches of Dare County should continue to be supported by the National Park Service in their efforts to comply with applicable federal laws and species management activities. Impacts on Dare County's local economy are important elements that shall be a factor in any decision-making process of the U.S. Department of Interior and its agencies with land ownership interests in Dare County. Any future effort to completely prohibit beach driving on these federally-managed areas is opposed as is any effort to limit or decrease the current level of ORV access to our beaches.

Implementation Strategy:

1. Continue to monitor ORV management plans and when necessary, actively engage with the National Park Service to ensure vehicular and pedestrian access to all beaches of Dare County.

PA Policy 5 (revised to reflect construction of new bridges)

Continue to advocate for the long-term protection of NC 12 on Pea Island and Hatteras Island to ensure access for residents and visitors to all areas. Dare County supports all bridge construction activities for access to Pea Island and Hatteras Island and other NCDOT management activities to ensure access along NC 12 on a daily basis and after storm events. Proactive approaches to the short-term maintenance requirements and long-term viability of entire length of NC 12 are supported.

Implementation Strategy:

1. Continue to participate in the Ablemarle Regional Planning Organization's review of the NC State Transportation Improvement Plan (STIP) which scores all proposed transportation infrastructure projects, including the NCDOT ferry system.
2. Facilitate grant opportunities, when appropriate, for infrastructure construction and maintenance of existing improvements.

PA Policy 6 (revised to reflect local commission versus State efforts)

Dare County supports efforts to protect working waterfronts and harbors to ensure their continued viability as working waterfronts and access to public trust waters. Dare County supports the operation of the Dare County Commission for Working Watermen and will seek grant funding, when opportunities occur, to acquire sites that currently serve as working waterfronts or sites that may be utilized as working waterfronts.

Implementation Strategy

1. Continue to facilitate the Dare County Commission for Working Watermen in membership, meeting facilities and other support activities as needed.

2. Support dredging activities to ensure access to all harbors, inlets, and working waterfronts.

PA Policy 7 (revised to remove language about federal access requirement)

Beach nourishment is the preferred shoreline management alternative along the ocean beaches of Dare County. In addition to beach nourishment, the use of terminal groins, offshore reefs, and other similar techniques as authorized by the State of North Carolina are compatible with the shoreline management goals of Dare County.

Implementation Strategies:

1. Implement beach nourishment activities to address shoreline erosion along the ocean areas of Dare County.
2. Support the use of terminal groins, offshore reefs, and other similar structures as authorized by the State of North Carolina.

PA Policy 8 (no change to 2009 policy)

Dare County supports the maintenance of wildlife preservation areas and refuges. Access by the public, including vehicular access to beaches, for wildlife harvesting and observation should not be prohibited.

Implementation Strategy

1. Work with federal agencies to allow continued access to federal property in Dare County for hunting (including hunting with dogs), fishing, and other similar activities.

MANAGEMENT TOPIC #2 – LAND USE COMPATIBILITY

CAMA Goal: Ensure that development and use of resources or preservation of land balances protection of natural resources and fragile areas with economic development, avoids risks to public health, safety and welfare.

CAMA Planning Objectives : The Plan shall include policies that characterize future land use development patterns and establish mitigation criteria and concepts to minimize conflicts.

Land Use Compatibility Objectives Endorsed by PB in 2018

1. Use the existing patterns of village communities to guide the location of new development and redevelopment in a manner that relates to the vast amounts of publicly owned lands and historical landmarks.
2. Address the housing needs of our permanent residents, our visitors, and our seasonal workforce with a mix of residential structures. Residential development is the preferred pattern of development used to support the varied needs of both permanent and seasonal populations.
3. Cultivate the influence of our coastal village heritage on the architecture, manner of structures, and scale of development for both residential and nonresidential development.
4. Recognize the varying and sometimes competing needs of our year-round residents and our seasonal visitors when evaluating land use policy and decisions for development of the remaining privately-owned lands of unincorporated Dare County.
5. Encourage commercial development that is village oriented to serve the needs of our neighborhoods and not intended to serve as regional attractions. Locally-owned businesses and historical marine-related industries should be encouraged and maintained.

Coastal Heritage and Overall Development Practices

LUC Policy 1 (revised with minor wording change)

Dare County recognizes the importance of our coastal village heritage and will continue to foster that heritage through the use of appropriate land use policies, regulatory guidelines, and other County ordinances.

LUC Policy 2 (revised with minor wording change)

Public sector and private sector development activities should acknowledge Dare County's coastal heritage by incorporating features reflective of this heritage in building designs, architectural features and other site improvements.

LUC Policy 3 (new)

The limited amount of privately-owned lands in Dare County results in a mutual relationship between the unincorporated villages and the Dare County municipalities to address the residential, commercial, and institutional needs of Dare County as a whole. Development in the municipalities supplements the consumer, service and institutional needs of the residents of unincorporated Dare County.

LUC Policy 4 (new)

Dare County will continue to work with federal, state and non-profit agencies with land ownership or regulatory interests in Dare County to ensure the traditional uses and practices of our coastal villages are incorporated into the management plans and regulatory programs instituted by these agencies.

Implementation Strategies LUC Policies 1-4:

1. Evaluate zoning amendments (both map and text amendments) in terms of how the proposal addresses impacts on our historic coastal villages. Items for evaluation shall include compatibility of the proposal with existing land uses, the scope of the proposal, and manner in which the proposal will be accomplished.
2. Monitor and, participate when appropriate, in the development of federal and state regulatory programs that may impact the historic use of land in Dare County, the historic industries of the Outer Banks, and the historic way of life of Dare County residents.
3. Consider commercial building design guidelines that incentivize private sector development to incorporate coastal village architectural styles into their building design, signage and other site improvements versus the use of franchise or corporate building designs.
4. Develop a handbook of coastal village architectural styles.

LUC Policy #5 (revised to add last sentence)

All development and redevelopment shall be constructed to mitigate the coastal hazards associated with Dare County's island topography through application of the NC Building Code and Dare County Flood Damage Prevention Ordinance. Travel trailers, campers, boats, or other units designed for recreational purposes are not appropriate for use as permanent, year-round housing.

Implementation Strategy for LUC Policy 5:

1. Enforce applicable federal, state and local regulations to mitigate wind and flood damages for new construction and redevelopment activities.

Residential Development

LUC Policy 6 (revised to substitute “development” in first sentence for “structures” from 2009 policy)

Residential development shall be the preferred land use in unincorporated Dare County for seasonal accommodations and permanent housing. All new residential structures, whether attached or detached, are encouraged to be on a scale that is consistent with existing neighborhood patterns of development.

LUC Policy 7 (revised to reflect County efforts to address housing issue)

Diversification of housing opportunities to address the housing needs of Dare County’s year-round population is supported. Multi-family dwellings and other types of residential structures, such as accessory use dwellings, are appropriate alternatives. Amendments of existing dimensional requirements to create flexibility for the development of year-round housing may be acceptable if such amendments are consistent with existing patterns of development and scale of neighborhoods.

Implementation Strategy for Policies 6 and 7

1. Administer existing zoning maps and associated zoning regulations that feature a majority of residentially zoned neighborhoods. Existing dimensional regulations for lot coverage limitations, building heights and minimum lot size for residential uses are appropriate.

Commercial Development

LUC Policy 8 (revised to delete “older” from first sentence in reference to local businesses)

Dare County supports the continued existence of locally-owned businesses in unincorporated Dare County. Zoning regulations that allow the reconstruction and rebuilding of existing non-conforming businesses are the appropriate tool to support this goal.

LUC Policy 9 (revised with minor wording changes)

Commercial development should be designed to meet the needs of Dare County’s unincorporated villages and not designed to serve as regional commercial centers. The prohibition of drive-thru window service at restaurants and gross floor area limitations are examples of appropriate tools for this goal.

LUC Policy 10 (revised with delete specific reference to food service industry.)

Commercial businesses, regardless of size, should individualize their sites and building designs to reflect Dare County’s coastal heritage. Franchise and corporate businesses are strongly encouraged to adapt their building designs and management plans to reflect Dare County’s coastal village heritage.

Implementation Strategies for Policies 8-10

1. Consider zoning amendments for non-conforming commercial structures to facilitate their replacement or repair in the event of damage from a natural disaster.
2. Continue to enforce of existing gross floor area regulations to manage the size of commercial development at a neighborhood level.
3. Continue to enforce drive-thru window service restrictions for restaurants and consideration of extending these restrictions to those commercial districts that currently do not feature such restrictions.
4. Consider commercial building design guidelines that incentivize private sector development to incorporate coastal village architectural styles into their building design, signage and other site improvements versus the use of franchise or corporate building designs.

LUC Policy 11 (new)

Impacts on the local workforce should be considered by private sector developers when large-scale commercial developments are proposed for unincorporated Dare County. Transportation for workers and the provision of employee housing are two issues that should be evaluated during reviews of such projects by Dare County.

Re-development

LUC Policy 12 (revised with minor wording changes)

Redevelopment of older structures shall be accomplished in a manner that is compatible with current NC building codes, federal flood insurance regulations and Dare County zoning regulations

Industrial Development

LUC Policy 13 (revised to clarify impacts of industrial uses on adjoining uses and reference traditional industries)

The siting of industrial development facilities should be evaluated relative to their impacts on environmentally sensitive natural areas and their compatibility with existing patterns of development. Boat building, commercial fishing, and construction are recognized as traditional occupations and employment sectors in Dare County that are consistent with our coastal heritage.

Implementation Strategy for Policy 12:

1. Rely on the standards of the Dare County Zoning Ordinance for the siting and development of industrial development of both maritime-related uses and non-maritime related uses.

LUC Policy 14 (no changes to 2009 policy)

Diversification of Dare County's economy to include compatible industries, such as medical support services and educational and research facilities, are encouraged. These types of facilities provide employment opportunities and quality of life support for our residents without detriment to our natural resources.

Manmade Hazard AreasLUC Policy 15 (revised to add second sentence to clarify impacts)

Due to potential land use conflicts and hazardous conditions associated with airports and landing strips, development of properties adjacent to such uses should be done in awareness of these potential conflicts and conditions. Private sector development proposals on lands adjacent to airports and landing strips should be evaluated based on their impacts on existing flight patterns and runway zones. Proposals to expand existing services or infrastructure improvements at the Dare County Regional Airport or other airport facilities in Dare County shall be reviewed on a case by case basis. Support or opposition may be offered depending on the terms of the proposal, its potential impacts on the community, and its potential economic and transportation benefits.

Implementation Strategies for LUC Policy 14

1. Enforce the Airport Overlay zoning regulations to address land uses, especially building height issues, on land adjacent to and surrounding the Dare County Regional Airport on Roanoke Island.
2. Adopt of additional airport overlay regulations, as needed, to address land uses on land adjacent to and surrounding the Billy Mitchell Airstrip in Frisco, NC.

LUC Policy 16 (no changes to 2009 policy)

Proposals to expand the area of the existing bombing ranges on the Dare County Mainland should be reviewed on a case-by-case basis with support or opposition offered depending on the terms of the proposal and its potential impacts on the local community.

Land DisturbanceLUC Policy 17 (revised to add sentence about mineral extractions)

For those sand mining activities not subject to regulation by the State of North Carolina, Dare County shall rely on the dune alteration regulations of the Dare County Zoning Ordinance to ensure all dune alteration activities are minimal and meet the sloping standards to ensure safety and erosion control.

Proposals for other mineral extraction operations shall be reviewed on a case by case basis with support or opposition offered depending on the impacts for Dare County.

Implementation Strategy for Policy 16:

1. Administer Section 22-58.1 Dune Alteration Standards and other applicable sections of the Dare County Zoning Ordinance.

LUC Policy 18 (revised to delete sentence about placement of fill on property to avoid conflicts with fill requirements for wastewater systems)

Tree clearing and land disturbing activities on residential lots or other private property should be done prescriptively or according to the guidelines of NC Cooperative Extension office or the UNC Coastal Studies Institute.

Implementation Strategy for Policy 17:

1. Promote best management practices by referrals to State agencies and work with Outer Banks Homebuilders Association to promote best management practices with local general contractors.

Archaeological/Historic Resources

LUC Policy #19 (revised policy to include last sentence)

The Dare County Board of Commissioners supports the protection of structures, lands, and artifacts that have been identified by the NC Department of Cultural Resources, Division of Archives and History, as archaeologically or historically significant. On a case-by-case basis individual protection/management strategies should be implemented to ensure archaeological and/or historical resources are not destroyed. Whenever possible, artifacts from historical sites on land or water, which are placed on public display should be displayed in Dare County.

Public Acquisitions

LUC Policy #20 (no change to 2009 policy)

The vast amount of Dare County land currently owned by public agencies and/or non-profit agencies should be recognized by agencies wishing to acquire additional parcels for public and/or non-profit ownership. Additional acquisitions should be evaluated in terms of public purpose benefits and impacts on tax revenues for Dare County.

Maritime Forests

LUC Policy 21 (no change to 2009 policy)

Dare County advocates a combination of managed development guided by the Dare County SED-1 zoning ordinance and the Limited Conservation classification on the future land use map and a

continued program of acquisition of privately-owned lands by the State for the Buxton Woods Coastal Preserve.

Implementation Strategy for Policy 20:

1. Administer the SED-1 zoning ordinance.

Commercial Forestry and Agricultural Uses

LUC Policy 22 (no change to 2009 policy)

For those commercial forestry activities that may occur in Dare County, such forestry activities shall be done in accordance with the standards and recommendations of the US Forest Service. Voluntary participation in the State of North Carolina's best management practices for forestry management is advocated.

LUC Policy 23 (no change to 2009 policy)

For those crop agricultural activities that may occur on the Mainland area of Dare County, Dare County advocates voluntary participation in the State of North Carolina's best management practices for farm management.

LUC Policy 24 (no change to 2009 policy)

Wholesale or industrial livestock operations are opposed.

MANAGEMENT TOPIC #3 -- INFRASTRUCTURE CARRYING CAPACITY

CAMA Goal: Ensure that public infrastructure systems are appropriately sized, located and managed so the quality and productivity of the AECs and other fragile areas are protected or restored.

CAMA Objective: The plan shall include policies that establish service criteria and ensure improvements minimize impacts to AECs and other fragile areas.

Infrastructure Carrying Capacity Objectives Endorsed by Planning Board

1. Continue to develop multi-modal means of transportation to connect our villages by expanding pedestrian and bicycle infrastructure improvements.
2. Balance the infrastructure needs of the permanent population with the demands of the seasonal population.
3. Continue to work with state and federal agencies to provide safe and reliable transportation improvements in Dare County and northeastern North Carolina.
4. Emphasize the importance of the County's waterways and the vital role they play in our local economy by lobbying state and federal agencies for maintenance funding.

WastewaterICC Policy 1 (revised to clarify that lot sizes should not be reduced because of wastewater system and address housing issue)

The current minimum lot size standards as established in the Dare County Zoning Ordinance shall not be reduced regardless of the method of wastewater treatment. Amendments of minimum lot size for the development of year-round housing may be acceptable if such amendments are consistent with existing patterns of development and scale of neighborhoods.

Implementation Strategy for Policy 1:

1. Application of minimum lot size standards of Dare County Zoning Ordinance and the Dare County Subdivision Ordinance for the development of new subdivisions in unincorporated Dare County.

ICC Policy 2 (no change to 2009 policy)

Maintenance of privately-owned package treatment plants should be supervised by the NC Utilities Commission or other public agencies.

ICC Policy 3 (no change to 2009 policy)

Centralized wastewater treatment and collection systems, for both on-site and off-site service, are considered appropriate methods for wastewater treatment in addition to the use of

individualized on-site wastewater systems and traditional septic tank/drainfield systems. Although there are no publicly-owned central wastewater treatment systems in unincorporated Dare County except for the Stumpy Point system, such systems may be beneficial alternatives in terms of water quality protection.

Implementation Strategy for Policy 3:

1. Require the establishment of escrow accounts for maintenance and repairs for any new privately-owned centralized wastewater facilities approved for development in unincorporated Dare County.

ICC Policy 4 (new)

Dare County recognizes that the approval of wastewater systems in unincorporated Dare County is regulated by the State of North Carolina and that all systems approved by the State may be authorized for use in Dare County.

Water

ICC Policy 5 (no change to 2009 policy)

Public services shall be provided to meet the needs of our permanent and seasonal population and provide a residual capacity for unanticipated contingencies.

Implementation Strategy for Policy 5:

1. Copies of proposed site plans and subdivisions shall be sent to appropriate Dare County agencies and State agencies for review and comment.

Transportation

ICC Policy 6 (no change to 2009 policy, new implementation strategy)

Dare County encourages intergovernmental cooperation with the municipalities and its surrounding counties to study the transportation needs of Dare County and our region.

Implementation Strategy for Policy 6:

1. Participate in the Albemarle Commission's Rural Planning Organization and the RPO's annual identification and scoring of transportation infrastructure projects in the North Carolina State Transportation Improvement Plans.

ICC Policy 7 (no change 2009 policy, new implementation strategy)

Dare County supports the development and construction of sidewalks, bike paths, greenways, and other walking/jogging trails to provide a safe setting for these types of outdoor recreation and as alternative transportation routes.

Implementation strategy for Policy 7

1. Submit grant funding requests, when appropriate, for the construction of bike and pedestrian infrastructure improvements." The use of special tax districts is also an appropriate method of funding for multi-modal improvements is approved by the community.

ICC Policy 8 (no change to 2009 policy)

Dare County encourages the recordation of roads and streets as “publicly-dedicated” improvements. Dare County shall not be responsible for maintaining or repairing privately owned streets. The proposed layout of new subdivision streets shall be coordinated with the existing road system of the surrounding area and where possible, existing principal streets shall be extended.

Implementation Strategy for Policy 8:

1. Administer Street standards of Subdivision Ordinance for new subdivisions approved in unincorporated Dare County.

ICC Policy 9 (new policy)

Dare County supports the NC Department of Transportation’s ferry system including the use of passenger ferries to supplement the use of vehicular ferries. The ferry system is an integral part of the North Carolina transportation infrastructure program. Support services to the passenger ferry, such as tram vehicles and pathways, are important to the success of the passenger ferry system.

ICC Policy 10 (new policy)

Dare County recognizes the importance of the numerous waterways that are located in our area. The use of these waterways is an essential element of the historical industry of commercial fishing and our tourist economy. These waterways serve as transportation corridors for many residents of Dare County who make their living as commercial fishermen or in the sport fishing industry. Dare County shall advocate for the recognition of these waterways as transportation corridors by the NC Department of Transportation for funding of improvement and maintenance activities.

Implementation Strategies for Policy 10

1. Support the Dare County Waterways Commission and the Oregon Inlet Task Force as needed to advocate for the protection, longevity, and maintenance of Dare County’s waterways.
2. Work with federal and state agencies to identify sites for the disposal of dredge spoil materials.

Solid Waste

ICC Policy 11 (revised to include language about private sector recycling)

Dare County will continue to participate in a regional solid waste authority. Other alternatives that are identified as more practicable or economical may be considered on a case-by-case basis. Use of Dare County sites and private sector vendors for recycling are encouraged. Annual programs for disposal of hazardous materials by Dare County are supported.

Implementation Strategy for Policy 11:

1. Continue to operate Dare County recycling centers and conduct annual hazardous waste and large item pick-up collections.

Energy Facilities

ICC Policy 12 (revised to add first sentence to strengthen 2009 policy)

Dare County is opposed to the offshore exploration and testing for natural gas and oil. This includes any exploratory drilling, seismic testing or other testing activities. Dare County is opposed to the development of any petro-chemical energy facility or related improvements within its jurisdictional lands and/or waters. This includes all structures, operations, and activities associated with petro-chemical energy facility development such as but not limited to on-shore support bases for offshore exploration activities, staging areas, transmission and/or production pipelines, pipeline storage yards, and other similar structural activities and improvements related to petro-chemical energy facility development, exploration, or production.

ICC Policy 13 (revised for clarification)

Proposals for research and development of alternative energy sources, such as wind and solar powered devices, shall be reviewed on a case by case basis.

Implementation Strategy for Policy 13

1. Amend Dare County Zoning Ordinance or other land use codes as may be necessary in response to alternative energy sources.

Education

ICC Policy 14 (new policy)

Dare County will partner with North Carolina colleges and universities to expand secondary and technical educational opportunities. Programs that support local industries, such as real estate, hospitality, construction and commercial fishing, are encouraged to support of our workforce. College preparedness classes and continuing education should be offered at local campuses of College of the Albemarle and East Carolina University Coastal Studies Institute.

MANAGEMENT TOPIC # 4 – NATURAL HAZARD AREAS

CAMA Goal: Conserve and maintain barrier dunes, beaches, floodplains and other coastal features for their natural storm protection functions and their natural resources giving recognition to public health, safety, and welfare issues.

CAMA Objective: The Plan shall include policies that establish mitigation and adaption concepts and criteria for development and redevelopment, including public facilities, and that minimize threats to life, property, and natural resources resulting from erosion, high winds, storm surge, flooding, or other natural hazards. Develop policies that minimize threats to life, property, and natural resources resulting from development located in or adjacent to hazard areas, such as those subject to erosion, high winds, storm surge, flooding or sea level rise.

Natural Hazards Objectives Endorsed by Planning Board 2018

1. Encourage development to fit the natural conditions and landscape.
2. Mitigate the impacts of natural hazards through the adoption and administration of floodplain management ordinances; the participation in the National Flood Insurance Program and the Coastal Area Management Act program; and the implementation of emergency management policies and operations.
3. Encourage the resilience of our community and economy through the use of appropriate and practical natural hazards mitigation programs and techniques.

Ocean Shoreline

NH Policy 1 (no change to 2009 policy)

Oceanfront shoreline development should continue to be managed to protect and preserve the natural and recreational resources along the oceanfront. The appropriate tools for this are the existing CAMA permit program and the Areas of Environmental Concerns (AECs) designated under the CAMA program. Dare County reserves the right to review, comment, advocate, or oppose any proposed regulations or programs that may affect the regulation of ocean hazards areas of environmental concern.

Implementation Strategies for Policy 1:

1. Rely on existing CAMA AEC regulations to address development activities along the ocean beaches, estuarine shoreline, and other public trust areas in unincorporated Dare County. Dare County will continue to participate in the CAMA permitting process with the provision of a local permit officer for unincorporated Dare County.
2. Rely on existing regulations of the Dare County Zoning Ordinance for development activities along the ocean front.

Estuarine Systems

NH Policy 2 (no change to 2009 policy)

Estuarine shoreline development should continue to be managed to protect and preserve the natural resources of the estuarine waters and the estuarine shoreline. The appropriate tools for this are the existing CAMA permit program and the Areas of Environmental Concerns (AECs) designated under the CAMA program. Dare County reserves the right to review, comment, advocate or oppose any proposed regulations or programs that may affect the regulation of estuarine waters and/or the estuarine shoreline.

Implementation Strategies for Policy 2:

1. Rely on existing CAMA AEC regulations to address development activities along the ocean beaches, estuarine shoreline, and other public trust areas in unincorporated Dare County. Dare County will continue to participate in the CAMA permitting process with the provision of a local permit officer for unincorporated Dare County.
2. Rely on the regulations of the Dare County Zoning Ordinance for development activities along estuarine shoreline areas.

NH Policy 3 (revised policy to add sentence about living shorelines)

Dare County supports the installation and maintenance of estuarine bulkheads. Offshore breakwaters, slopes, rip-rap, and voluntary setbacks are appropriate alternatives for property owners for addressing estuarine shoreline management in lieu of estuarine bulkheads where these other techniques may be equally effective in abating a shoreline erosion problem. The use of living shorelines to re-establish estuarine shorelines that have eroded are supported.

Implementation Strategies for Policy 3:

1. Rely on existing CAMA AEC regulations to address development activities along the estuarine shoreline and other public trust areas in unincorporated Dare County. Dare County will continue to participate in the CAMA permitting process with the provision of a local permit officer for unincorporated Dare County.
2. Rely on the regulations of the Dare County Zoning Ordinance for development activities along estuarine shoreline areas.

NH Policy 4 (no change to 2009 policy)

Development of estuarine system islands that are only accessible by boat shall be carefully managed. Low intensity uses such as open space, recreation, and detached single family residential development shall be the preferred uses of these islands.

Flood Hazards

NH Policy 5 (revised to reflect minor wording changes)

Dare County shall participate in National Flood Insurance Program and the Community Rating System. Dare County encourages property owners to protect their property with flood insurance. Dare County

reserves the right to review, comment, advocate, or oppose any proposed regulations or programs that may affect the National Flood insurance Program or other federal or state flood hazard legislation.

Implementation Strategies for Policy 5:

1. Participate in Community Rating System for reductions of flood insurance rates for property owners in unincorporated Dare County.
2. Adopt local elevation standards in conjunction to ensure appropriate elevation of structures in unincorporated Dare County.

NH Policy 6 (revised to reflect minor wording changes)

Dare County supports the use of appropriate construction methods, local zoning regulations and North Carolina's coastal management programs to mitigate erosion, high winds, storm surge and other coastal hazards that impact Dare County.

Implementation Strategy for Policy 6:

1. Administer Dare County Flood Ordinance, Zoning Ordinance and CAMA regulations to mitigate coastal hazards.

NH Policy 7 (new)

Dare County shall monitor efforts of the insurance industry to implement insurance rate increases or to decrease the availability of insurance for structures located in Dare County. Participation in public hearings and resolutions opposing such proposals are appropriate tools to be used by Dare County as needed.

Storm Hazard Mitigation

NH Policy 8 (no change to 2009 policy)

Dare County is committed to maintaining a full-time emergency management department and emergency operation center and places a high priority on storm preparedness and response. The Dare County Board of Commissioners shall be ultimately responsible for supervising the implementation of various policies and procedures regarding reconstruction and recovery after a natural disaster.

NH Policy 9 (no change to 2009 policy)

Recovery priority shall be directed to restoring or repairing infrastructure improvements such as transportation routes, utilities, and medical and emergency management facilities. Once the infrastructure has been restored, recovery priorities shall then be directed at essential commercial and primary residential structures.

NH Policy 10 (no change to 2009 policy)

In the event of extensive storm damage to publicly-owned utilities or other improvements requiring replacement or reconstruction, alternative locations that will mitigate the potential for similar repetitive losses will be examined and implemented whenever feasible and practicable.

NH Policy 11 (no change to 2009 policy)

In the event of a damaging hurricane, storm, or other disastrous event, the Dare County Board of Commissioners may establish a priority ranking system or other administrative measures for the issuance of building permits and/or review of development proposals. Such measures may be established to provide for the orderly processing of permits for reconstruction activities and other construction activities not associated with storm damage recovery with an emphasis on reconstruction activities.

Implementation Strategy for Policies 8 to 11

1. Work with Dare County Emergency Management personnel on storm hazard mitigation and reconstruction issues as needed.

NH Policy 12 (revised to add sentence about working with Coastal Management)

The relocation of sand that may be deposited on private property during storm events and ocean overwash is necessary to accommodate storm damage recovery efforts. Dare County shall work with the Division of Coastal Management following such events to assist property owners with sand relocation efforts as appropriate.

Implementation Strategy:

1. As may be needed following flooding or overwash events in which the issue of sand relocation may be pertinent.

Climate Conditions**NH Policy 13** (revised to update policy about impacts of climate conditions, previous policy was vague)

Global warming, sea level rise and other climate changes have the potential to impact Dare County. These impacts include coastline erosion, coastal and inland flooding, high wind, an increase in non-source pollution; along with secondary impacts on property values and insurance rates. Adaption initiatives and mitigation measures by federal and state agencies may be proposed to address these impacts. Such proposals will be reviewed by Dare County on case by case basis with support or opposition offered depending on the impacts to Dare County.

Implementation Strategies for Policy 13

1. Administer the NC Building codes, federal and local floodplain regulations, Dare County zoning regulations, and Dare County emergency management policies to protect existing and proposed land uses.
2. Funding and maintenance of beach nourishment projects.
3. Participate in Community Rating System for reduction of flood insurance rates for property owners in unincorporated Dare County.

MANAGEMENT TOPIC #5 – WATER QUALITY

CAMA Goal: Maintain, protect, and where possible, enhance water quality in all coastal wetlands, rivers, streams, and estuaries.

CAMA Objective: The plan shall include policies that establish strategies and practices to prevent or control nonpoint source pollution and maintain or improve water quality.

WATER QUALITY OBJECTIVES Endorsed by Planning Board in 2018

1. Ensure sustainability of our important natural resources especially ocean and estuarine water quality. Good water quality is vital to the viability of our commercial fisheries, tourism, and recreational fishing and boating.
2. Protect the water quality of the County’s surface water bodies through the use of monitoring programs, stormwater runoff best management practices, and preservation of natural features such as coastal wetlands, which are directly related to good water quality.

Water Quality

WQ Policy 1 (revised with minor wording change)

Dare County recognizes the importance of water quality to our community. Water quality in other regions of North Carolina influences and impacts the water quality of Dare County. This is particularly true where inland communities use point-source discharge of treated wastewater to surface waters that drain into the coastal waters. Efforts to preserve, protect and improve water quality in all areas of North Carolina and Dare County are encouraged.

WQ Policy 2 (revised with minor wording change)

Development projects shall be designed and constructed to minimize detrimental impacts on surface water quality, groundwater quality, and air quality. Property owners are encouraged to use best management practices to manage natural topography, wetland areas and vegetation..

Implementation Strategy for Policy 2:

1. Enforce dune alteration standard of Section 22-58.1 of the Dare County Zoning Ordinance

WQ Policy 3 (revised with minor wording change)

Protection of groundwater resources and public water supply resources is essential for a safe drinking water supply. Development in existing public water supply AECs shall be in accordance with CAMA regulations and any local zoning regulations that may apply, such as increased minimum lot size standards and limited vegetation removal regulations of the Buxton Woods SED-1 zoning regulations. These zoning regulations are designed to reduce the threat of potential negative impacts and pollutants from affecting the surficial aquifer underneath the Buxton Woods maritime forest.

Implementation Strategy for Policy 3:

1. Enforce CAMA use standards for Buxton Woods wellfield AEC and Buxton SED-1 zoning regulations.

Stormwater

WQ Policy 4 (new)

Dare County shall rely on North Carolina stormwater management regulations for development activities that trigger State permits and the Dare County Subdivision Ordinance for stormwater management in new subdivisions subject to Planning Board review and approval. Best management practices, such as low-impact stormwater improvements, are encouraged for development that falls below the State-mandated thresholds. Dare County reserves the right to comment, oppose or support any new State regulations that may impact Dare County.

Implementation Strategies for Policy 4

1. Implement Dare County Floodwater Pumping Plan, as needed, to address emergency flooding conditions following storm events and heavy rainfall events.
2. Maintain and repair existing stormwater improvements on County on property. Monitor stormwater improvements on private property to ensure maintenance activities approved as permit conditions is performed.

WQ Policy 5 (new)

Dare County advocates increased funding for maintenance and repair of drainage improvements in North Carolina Department of Transportation rights-of-way. A perpetual funding source should be identified by the State for this purpose and administered by the NC Department of Transportation on a county-by-county basis similar to the secondary road maintenance program. Other funding sources to assist with construction and maintenance of stormwater improvements shall be investigated by Dare County.

Implementation Strategies for Policy 5

1. Pursue grant funding, when available, to assist with repair and maintenance of drainage ponds and ditches in Dare County.
2. Research the use of stormwater utility districts to fund infrastructure improvements and maintenance activities of ditches and other drainage improvements.

WQ Policy 7 (no change to 2009 policy)

Dare County recognizes the public health issues associated with mosquitoes and standing areas of water and the public safety issue for motorists presented by stormwater ponding on roadways.

Implementation Strategy for Policy 6:

1. Continue full-time staffing of mosquito control program (2010-2015)

Wetlands

WQ Policy 8 (revised to combine to two policies from 2009 LUP, no change in impact of policy)

Dare County recognizes the importance of wetlands for their role in floodplain management, fisheries habitats and water quality. Dare County supports current state and federal wetland programs as administered by the NC Division of Coastal Management and the US Army Corps of Engineers in 2019. This support is based on the current scope of the Corps nationwide permitting program and the CAMA wetlands program. Dare County reserves the right to review, comment, advocate, or oppose any proposed regulations or programs that may affect the regulation of wetland areas of environmental concern or 404 wetlands as administered by the federal government.

Implementation Strategy for Policy 8:

1. Support implementation and enforcement of CAMA use standards for wetlands by Division of Coastal Management staff and US Army Corps of Engineers staff for 404 wetlands.

WQ Policy 9 (no change from 2009 policy)

The use of wetland mitigation to compensate for the loss of wetlands is a suitable alternative for projects identified as “public purpose projects” or projects undertaken by Dare County. The use of wetland mitigation for private development projects may be deemed suitable if such projects are consistent with other policies of the Dare County Land Use Plan and recognized as serving a public need by the Dare County Board of Commissioners.

WQ Policy 10 (revised to add sentence about living shorelines)

Dare County supports the installation and maintenance of estuarine bulkheads. Offshore breakwaters, slopes, rip-rap, and voluntary setbacks are appropriate alternatives for property owners for addressing estuarine shoreline management in lieu of estuarine bulkheads where these other techniques may be equally effective in abating a shoreline erosion problem. The use of living shorelines to re-establish estuarine shorelines that have eroded are supported.

Implementation Strategies for Policy 10:

1. Rely on existing CAMA AEC regulations to address development activities along the estuarine shoreline and other public trust areas in unincorporated Dare County. Dare County will continue to participate in the CAMA permitting process with the provision of a local permit officer for unincorporated Dare County.
2. Rely on the regulations of the Dare County Zoning Ordinance for development activities along estuarine shoreline areas.

Fisheries Resources

WQ Policy 11 (2009 policy separated to better highlight issues)

Dare County recognizes the importance of our surrounding waters that serve as habitats for the area's abundant fisheries resources. The continued productivity of these fisheries shall be fostered through appropriate restoration and protection measures. The designation of primary nursery areas by the State of North Carolina is a suitable tool for the protection of fisheries resources.

WQ Policy 12 (2009 policy separated to better highlight issues)

Regulatory programs should balance the needs of both commercial fishermen and recreational fishermen. Efforts to restore depleted or threatened species should be reviewed on a regular basis by the regulatory agencies. When successful restoration is achieved as documented through landing records, catch quotas and access to the species should be adjusted accordingly.

WQ Policy 13 (2009 policy separated to better highlight issues)

Dare County recognizes commercial fishing as an important industry of our area. The use of traditional shellfish and fish harvesting methods including trawling and beach haul netting are supported. Vehicular access to Dare County beaches by commercial fisherman is essential to their continued livelihood. Dare County supports efforts to promote locally harvested seafood. Aquaculture as a source of fisheries production is supported provided such efforts do not negatively impact fisheries

WQ Policy 14 (new)

Efforts to restrict commercial fishing, a historical industry of Dare County, by recreational fishing advocacy groups and/or federal or state agencies shall be reviewed on a case by case basis with support or opposition offered depending on impacts to Dare County. Regulatory initiatives and/or legislation limiting access to fisheries or prohibiting the commercial catch and sale of certain species should be subject to extensive public input, including public hearings in Dare County.

Implementation Strategy for Policy 14

1. Support the Dare County Commission of Working Watermen.

Marinas and Floating Structures

WQ Policy 15 (no change from 2009 policy)

Marinas, developed according to applicable State and federal guidelines are identified as appropriate uses in Dare County due to the large amount of water resources within our jurisdiction. Facilities built for dry-stack storage of boats should be consistent with height limits and gross floor area limitations of applicable Dare County zoning codes.

Implementation Strategy for Policy 15:

1. Encourage marina operators to participate in the voluntary Clean Marina certification program administered by the State of North Carolina Division of Coastal Management

WQ Policy 16 (revised to add “year-round” and “unincorporated” to first sentence)

Dare County is strongly opposed to the mooring of floating homes and other floating structures designed for year-round habitation and occupancy anywhere in unincorporated Dare County and its surrounding waters. This policy shall not be interpreted to preclude the permitting of floating accessory structures for recreational water use associated with kiteboarding or other water use activities.

Implementation Strategy for Policy 16:

1. Consider regulations to prohibit floating homes and structures in unincorporated Dare County.

MANAGEMENT TOPIC #6 LOCAL AREAS OF CONCERN

1. Protect and promote the unique nature of Dare County and how our distinctive characteristics should be recognized and fostered in the development of local, state and federal policies, regulations, and programs.
2. Recognize that the overall sustainability of our community extends beyond the physical infrastructure and economy to include our human infrastructure. Issues such as quality education, adequate and affordability housing and insurance, and substance abuse all impact the cohesiveness of Dare County.

Federal/State Support**LAC Policy 1 (no change to 2009 policy)**

Additional Federal or State regulatory programs or expansion of existing programs will be reviewed on a case by case basis. Dare County reserves the right to support, oppose, review, or comment on additional regulations that may impact Dare County and its economy. Local public hearings by federal or state agencies should be extensively advertised and conducted in Dare County before any new regulations are adopted or existing programs are expanded.

LAC Policy 2 (no change to 2009 policy)

Dare County encourages federal and state regulatory agencies to consider impacts from activities occurring on their lands on the surrounding privately-owned land and communities. Although Dare County acknowledges that federal and state properties are exempt from local zoning and other land use ordinances, federal and state agencies should coordinate their efforts with local officials whenever practicable.

Tourism and Quality of Life**LAC Policy 3 (revised to add last sentence)**

Dare County recognizes the importance of tourism to our local economy and supports efforts to maintain our status as a desirable place to live, visit and vacation. Tourist-generated revenues should be used to maintain and improve our facilities and infrastructure and to offset community impacts of tourism as authorized by NC statutes.

LAC Policy 4 (new)

The quality of life of Dare County is affected by the resiliency of our community to withstand and recovery from natural hazards, economic downshifts, and societal influences. Insufficient housing, high costs of insurance, inflated costs of living, and substance abuse are all issues that impact the viability of our community. The Dare County Board of Commissioners shall strive to strengthen our community with appropriate programs for public health, safety and welfare to ensure our residents continue to enjoy a prosperous and sustainable quality of life.

Public Participation

LAC Policy 5 (no change to 2009 policy)

Dare County supports the active involvement of all interested persons in its land use planning and policy development activities.

Dare County Waterways

LAC Policy 6 (revised to reference all waterways and not just Oregon Inlet)

Dare County recognizes the importance of Oregon Inlet, Hatteras inlet, and all waterways in Dare County. Dredging and associated maintenance activities of navigable channels, canals, boat basins, marinas and all waterways is vital to the sustainability of our waterways since they play an integral part in the County's transportation network and economy.

Implementation Strategy for Policy 7

1. Continue to work with the Army Corps of Engineers and State agencies to secure permit authorization and funding for dredging projects. This shall be accomplished through the work of the Dare County Board of Commissioners, the Dare County Waterways Commission and the Oregon Inlet Task Force.

Insurance

LAC Policy 7 (new)

Dare County shall monitor efforts of the insurance industry to implement insurance rate increases or to decrease the availability of insurance for structures located in Dare County. Participation in public hearings and resolutions opposing such proposals are appropriate tools and should be used by Dare County when needed.



Proposed Revisions to Chapter 152- Planning and Development

Description

Chapter 152 of the Dare County Code establishes the composition and powers of the Dare County Planning Board. The ordinance does not specifically state that the Chairperson is appointed by the Board of Commissioners just that the Chairperson and the members serve at the pleasure of the Board of Commissioners. Although the Chairperson has always been appointed by the Board of Commissioners, the ordinance does not state this requirement. It seems prudent that Section 152.10 be amended to specifically note that the Chairperson shall be appointed by the Board of Commissioners. A copy of the proposed revisions is attached. If the Board agrees, then a public hearing can be scheduled for March 18, 2019 at 5:30 p.m.

Board Action Requested

Scheduling of Public Hearing on March 18 at 5:30 p.m.

Item Presenter

Donna Creef

Chapter 152.10 Planning Board (new language is underlined, deleted language is strikethrough)

(B) Composition of Members

The Planning Board shall be composed of 7 members, who shall be residents of the County and who shall be appointed by the Board of Commissioners. The Planning Board shall consist of 1 member from each of the 4 districts defined in division (C) below, and 3 members at-large ~~1 of whom shall be the Chairperson~~. Except for the Chairperson and members at large, members must reside in the district for which they are appointed. ~~Two of the initial members shall be appointed for a term of 1 year, 3 for 2 years and the others for 3 years. Their successors shall be appointed for terms of 3 years.~~ All members shall serve for a term of 3 years and members may be appointed for consecutive terms. Vacancies occurring for reasons other than expiration of terms shall be filled as they occur for the period of the unexpired term. Faithful attendance at the meetings of the Board is considered a prerequisite for the maintenance of membership on the Board. The Chairperson and members serve at the pleasure of the pf the Board of Commissioners. The Board of Commissioners shall designate 1 member of the Planning Board to serve as the Chairperson.



Consent Agenda

Description

1. Approval of Minutes (02.19.19)
2. Capital Project Ordinance for Shallowbag Bay (Manteo Channel) Dredging Project
3. Request to Schedule Hearing - 2018 Amendments to Dare County Code
4. Government Education Access Channels 2019-2020 Proposed Budget
5. Jail Inmate Telephone Contract Extension
6. T-Mobile Water Tower Lease

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

5:00 p.m., Tuesday, February 19, 2019

Commissioners present: Chairman Robert Woodard,
Rob Ross, Steve House, Danny Couch, Ervin Bateman

Commissioners absent: Vice Chairman Wally Overman and Commissioner Jim Tobin

Others present: County Manager/Attorney, Robert Outten
Assistant Finance Director, Sally DeFosse
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.

At 5:00 p.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. David Feyrer to share a prayer, and then he led the Pledge of Allegiance to the flag. Chairman Woodard announced that Vice Chairman Overman and Commissioner Tobin both had excused absences preventing them from attending the meeting. The Chairman asked everyone to join in a special moment of silence for Sam and Emily Walker and their family on the loss of their son.

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 –

- Noted that the Community Day celebrating the opening of the new bridge over Oregon Inlet was a great event with a large turnout of people on a cold and windy day. He thanked County staff for providing chairs and a public address sound system.
- Reported on the recent meeting of the 5-on-5 Committee involving members of the Board of Education. He explained that during the meeting the County reiterated its commitment to education and the formula that provides funding. He also welcomed Commissioner Ross to the group, who now serves in the seat formerly held by Jack Shea who retired as a Dare County Commissioner.
- Gave a briefing on a meeting held with citizens concerned about the Roanoke Island Dog Park where they were provided with information about County plans to build a new animal shelter and how it might impact the Dog Park.

- As a member of the Roanoke Island Historical Association, Chairman Woodard said auditions are underway and the group is looking forward to another successful year for the Lost Colony theatrical production.
- Commented on County plans to extend the local campus of the College of the Albemarle. He outlined efforts that are underway to promote the opportunities students have to get an Associates Degree at COA at a much lesser cost than other institutions.
- Reported on the annual meeting of the Outer Banks Community Foundation and thanked the group for the great work they do and the scholarships and grants they provide.

ITEM 2 – PUBLIC COMMENTS

At 5:13 p.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which can be viewed in their entirety in a video on the County website –

The following comments were made in Manteo –

1. Lorelei DiBernardo, on behalf of the Dare County League of Women Voters, presented the 2019 edition of the Citizens Guide. She outlined where the guide can be obtained and thanked the sponsors whose assistance helps provide this valuable resource.
2. Jennifer Alexander provided information about an upcoming meeting at the Outer Banks Brewing Station where the Surfrider Foundation will address the ongoing fight against offshore drilling.

The following comments were made in Buxton –

3. Jayson Collier provided information about the formation of the “Keep It Bonner” page on social media and cited problems associated with the County’s polling of citizen input on the naming of the new bridge. He urged the Board to keep the Bonner name.
4. Linda Browning criticized the County’s polling of citizen polling and reported that the huge majority of people on Hatteras Island want to keep the Bonner name for the new bridge, which is not only our pathway home, but part of our history and tradition.
5. Ann Vroman said the people of Hatteras Island are being treated like stepchildren. She said all polling that has been done supports keeping the Bonner Bridge name and it is a travesty that Commissioners are ignoring the wishes of Hatteras Island people.
6. Rick Shaftan said the naming of the new bridge showcases the disconnect between Hatteras Island and the rest of Dare County. He said creating policy by online polls is not good and called on the Board to listen to the will of the people and change its position.
7. Rose Alice Mayo said the people of Hatteras Island love their community and need to be heard. She reminded everyone that elections are coming and the people have the right to vote Commissioners out of office.

8. Brett Barley expressed concern that the voices of the people are not being heard. He said the people of Hatteras Island have been ignored and called on the Board to take this as an opportunity to correct a bad situation, and keep the Bonner Bridge name.
9. Pam Smith explained that the replacement bridge should keep the Bonner Bridge name, which would save money and mean a lot to visitors and residents. She said just like Washington, D.C., the Board of Commissioners doesn't care how we feel.
10. Heather McDaniel expressed gratitude for the new bridge and said our children will use it for a long time to come. She added that throughout construction it was known as the Bonner Bridge project and called on the Board to keep the Bonner name.

The County Manager closed Public Comments at 5:40 p.m.

Chairman Woodard asked staff to keep the video link open to the Fessenden Center Annex so he could respond to concerns raised by people during Public Comments. The Chairman explained that the Board of Commissioners has carefully listened to the people. He noted that since becoming Chairman, the Board has held Town Hall style events including venues on Hatteras Island and he cited statistics about how seldom the video link to Hatteras Island is used by people to voice their concerns to the Board. He concluded by recapping steps the County took to obtain citizen input on the naming of the new bridge before sending the findings to NCDOT, where it is now up to them to take action one way or the other.

ITEM 3 – AMEND RESOLUTION CREATING THE ALBEMARLE COMMISSION (Att. #1)

The Manager explained that the Albemarle Commission would like to bring their official charter in line with what has been their practice and custom as a matter of consistency. He asked Commissioner Ross, who serves on the Albemarle Commission, to outline provisions of a resolution addressing the procedural inconsistencies. A summary of the changes was outlined by Commissioner Ross after which the following resolution was made –

MOTION

Commissioner Ross motioned to adopt the resolution amending the Charter as presented. Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 4(1) – PUBLIC HEARING

PROPOSED WATER LINE EXTENSION ALONG LESLIE LANE IN AVON (Att. #2)

At 5:55 p.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 all citizen remarks, which can be viewed in their entirety in a video on the County website –

The following comments were made in Manteo –

1. Laurel Gropper – spoke in favor of the water line extension and expressed health and safety concerns. She said people are aware of the potential assessment and asked the Board to move forward.

The following comments were made in Buxton –

2. Tom Long said clean water is needed and said he and his wife support the water line extension. He cited public health concerns noting that numerous septic tanks are nearby his property. He also raised public safety issues related to fire hydrant access.
3. Lou Hoover said although the County is making the property owners pay for the water line extension, he was anxious to know when things would be able to move forward and called on the Board to let people know what will happen as soon as possible.

The County Manager closed the Public Hearing at 6:01 p.m.

The County Manager and Utilities Director Ken Flatt outlined the anticipated assessment costs and related fees for the 22 benefitted parcels. Mr. Outten noted that property owners will be responsible for the costs to connect the extended line to their house. Commissioner Couch said this project would improve the desperate situation that exists on Leslie Lane. Initially a motion was made by Commissioner House and seconded by Commissioner Bateman to approve the proposed water line extension. During discussion of the motion Commissioners considered whether subscribers should be allowed to finance any or all of the assessment fees and costs, which was followed by the following amended motion - - -

MOTION

Commissioner House motioned to approve the proposed water line extension and authorize the financing of assessment and related fees over a 10 year period for initial subscribers who subscribe within one year of completion, and direct staff to move forward with the assessment process.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 4(2) – PUBLIC HEARING

KENRICK ALBAUGH AVON ZONING MAP AND C-2 TEXT AMENDMENT

At 6:13 p.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. No one responded to the invitation to address the Board of Commissioners on this issue. The County Manager closed the Public Hearing at 6:14 p.m.

MOTION

Commissioner Couch motioned to approve revising the Avon zoning map to apply C-2 commercial zoning to 40041 Brinkley Lane and 40054 Watson Lane and to add storage warehouses to the list of conditional uses in the C-2 district with a finding of consistency adopted as part of this motion.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 5 – CONSENT AGENDA

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

MOTION

Commissioner Bateman motioned to approve the Consent Agenda:

- 1) Approval of Minutes (02.04.19) **(Att. #3)**
- 2) Budget Amendment – NCDOT Reimbursement for Kitty Hawk Bridge Water Line Relocation
- 3) Appoint Firefighters Relief Fund Board Member – Buxton Volunteer Fire Department
- 4) Budget Amendment – Hatteras Inlet Year 2 Maintenance
- 5) Tax Collector’s Report

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

ITEM 6 – 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 Bateman

- Called for a resolution opposing a proposed increase in homeowner insurance rates.

MOTION **(Att. #4)**

Commissioner Bateman motioned to authorize a resolution opposing the proposed insurance rate increase.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Commissioner Couch

- Commented on the Community Day for the new bridge, which he said was a great day. He thanked NCDOT and PCL for their hard work to make the special day possible.

Commissioner Ross

- Thanked the Board for supporting the newly amended Albemarle Commission charter that cleans up administrative and clerical issues.
- Gave details of an upcoming forum being held by the Dare County League of Women Voters at the Kill Devil Hills Town Hall where Michael Flynn will be speaking about preserving our community’s health and wellbeing by opposing offshore drilling.
- Promoted an event on March 5th where Teepa Snow, an expert in dementia best practices, will be addressing this important topic at the Duck Woods Country Club.

Commissioner House

- Commended First Flight High School Senior Heidi Sabatini on achieving a track and field State Championship.
- Described the funeral service he attended for Congressman Walter Jones and called him a statesman of integrity who will be missed and remembered.
- Presented the Pet of the Week video and gave information on how to adopt an animal.

MANAGER’S/ATTORNEY’S BUSINESS

1. The County Manager presented an agreement with NCDOT for the Drainage Study that is underway for Roanoke Island. He outlined the work that has already been done and briefed Commissioners on NCDOT’s timetable for completion.

MOTION

Commissioner Ross motioned to approve the Drainage Study Agreement and authorize the Manager to sign it along with all appropriate Budget Amendments. Commissioner House seconded the motion.

VOTE: AYES unanimous

2. Mr. Outten asked the Board to approve a Budget Amendment for environmental permitting for special purpose dredging with funds from the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund, which requires a matching grant.

MOTION

Commissioner House motioned to approve the Budget Amendment. Commissioner Couch seconded the motion.

VOTE: AYES unanimous

3. The Manager described work needed for the Hatteras Inlet dredging project and asked for authorization to move funds up to the \$113,600 balance as the County’s share.

MOTION

Commissioner Couch motioned to authorize the Manager to move funds up to the \$113,600 balance as the County’s share for needed dredging and survey work at Hatteras Inlet.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

4. Mr. Outten presented a request from the Town of Kill Devil Hills to lower a water line as part of the town’s construction project within the municipality. He explained that the County’s responsibility for the water line stops at the street and if the Town wanted to move forward with their request, they would need to assume responsibility as reflected in a Memorandum of Understanding (MOU), which he presented for Board approval.

MOTION

Commissioner House motioned to approve the MOU as presented by the Manager. Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

5. The County Manager commended Nat Burton at the Dare County Public Works Manteo yard for the extraordinary way he went above and beyond the call of duty to help a citizen who had locked their keys in their car.

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

MOTION

Commissioner House motioned to adjourn the meeting.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 6:35 p.m., the Board of Commissioners adjourned until 9:00 a.m., March 4, 2019.

Respectfully submitted,

[SEAL]

By: _____
Gary Lee Gross, Clerk to the Board

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

Note: copies of all attachments (Att.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk to Board.



Adopt the capital project ordinance for Shallowbag Bay (Manteo Channel) dredging project

Description

Adopt the capital project ordinance, authorize the County Manager to execute the related Services Agreement with APTIM for the state appropriated funded Shallowbag Bay (Mantel Channel) dredging project.

Board Action Requested

Adopt the capital project ordinance, authorize the County Manager to execute the related Services Agreement with APTIM.

Item Presenter

Ann Daisey

County of Dare, North Carolina
Capital Project Ordinance

for
Manteo Channel Dredging Project FY2019

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

Section 1 The project is the Manteo Channel Dredging Project SL 2018-97. The project is funded by financial assistance from North Carolina Department of Environmental Quality, Grant Contract #7781.

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

Section 3 The following amount is appropriated for the project:

Dredging-Manteo Channel	615570-559900-00765	\$1,919,000
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Section 4 The following revenue is anticipated to be available to complete the project:

NCDEQ Grant-Manteo Channel	613025-427013-00765	\$1,919,000
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Section 5 The Finance Officer is directed to report, on a monthly basis, as a part of the normal monthly financial reporting process currently in place, the financial status of the project.

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

Adopted this 4th day of March, 2019

Chairman, Board of Commissioners

[SEAL]

Clerk to the Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **0293

North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this day **February 12, 2019**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **DARE COUNTY** (the "Grantee").

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
 2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. State's General Terms and Conditions (Attachment A)
 - b. Department's Request for Proposal ("RFP") (Attachment B)
 - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
 - d. Notice of Certain Reporting and Audit Requirements (Attachment D)
 - e. Conflict of Interest (Attachment E)
- Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.
3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
 4. **Contract Period.** This Agreement shall be effective from **February 12, 2019 to June 30, 2020**, inclusive of those dates.
 5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
 - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

¹ The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

GRANT CONTRACT NO. 7781
Manteo Channel Dredging Project SL 2018-97

- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
- e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
- f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- g. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

6. **Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330.

7. **Department's Duties.** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

8. **Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **ONE MILLION NINE HUNDRED NINETEEN THOUSAND DOLLARS (\$1,919,000.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Appropriation	General Assembly	N/A

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$1,919,000.00	1604	536990	4Y11

Grantee Matching Information:

GRANT CONTRACT NO. 7781
Manteo Channel Dredging Project SL 2018-97

a. There are no matching requirements from the Grantee.

b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

c. The Grantee's matching requirement is \$, which shall consist of:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

d. The Grantee is committing to an additional \$ to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$1,919,000.00**

9. Invoice and Payment. The award funds shall be disbursed to the Grantee in accordance with the following provisions:

a. The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.

10. Grantee's Fiscal Year. The Grantee represents that its fiscal year is from July 1 to June 30.

11. Availability of Funds. The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

12. Reversion of Unexpended Funds. The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.

13. Supplantation of Expenditure of Public Funds. The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

14. Contract Administrators. Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Ann Daisy, Contract Administrator County of Dare PO Box 1000 954 Marshall C Collins Dr. Manteo, NC 27954 Telephone: 252-475-5628 Email: ann.daisey@darenc.com	Coley Corderio, Ph.D., GISP Coastal Infrastructure Projects Manager Division of Water Resources 1611 Mail Service Center Raleigh, NC 27699-1611 Telephone: 919-707-9013 Email:coley.cordeiro@ncdenr.gov

15. **Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
16. **Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
 - b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
 - c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
17. **Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
18. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:
- Title VI of the Civil Rights Act of 1964, as amended;
 - Civil Rights Restoration Act of 1987, as amended;
 - Section 504 of the Rehabilitation Act of 1973, as amended;
 - Age Discrimination Act of 1975, as amended;
 - Titles II and III of the Americans with Disabilities Act of 1990, as amended;
 - Title IX of the Education Amendments of 1972, as amended;
 - Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
 - Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

GRANT CONTRACT NO. 7781
Manteo Channel Dredging Project SL 2018-97

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

19. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
20. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
21. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
22. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, the Grantee and the Department execute this Agreement one (1) original, the day and year first above written.

COUNTY OF DARE

By 
Grantee's Signature

Robert Outlaw
Printed Name and Title

Dare Co.
Organization

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By 
Signature of Department Head or Authorized Agent

Tommy Kirby, Purchasing Director
Printed Name and Title

Financial Services Division, Purchasing and Contracts Section
Division/Section

ORIGINAL

**General Terms and Conditions
Governmental Entities**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards,

agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract insures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The

Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is be responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources,

Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

PART IX. CAPITAL

SECTION 9.1.(a) If Senate Bill 99, 2017 Regular Session, becomes law, then Section 36.7 of that act is amended by adding the following new subsections to read:

"SECTION 36.7.(d) The General Assembly authorizes the Department of Military and Veterans Affairs to fund the construction of two new State veterans homes located in the Triangle and Triad Regions with funds available to it from the North Carolina Veterans Home Trust Fund established under G.S. 143B-1293 in an amount not to exceed twenty-seven million two hundred twenty-three thousand five hundred sixty dollars (\$27,223,560). The funds shall be used to provide the required State match for federal funding of the veterans home construction projects, and the matching funds and any federal dollars received for that purpose are hereby appropriated.

"SECTION 36.7.(e) Notwithstanding any provision of this act to the contrary, of the funds carried forward for the Manteo Old House Channel, Section 204 CAP in Section 36.3(b) of this act, the Department shall allocate the sum of three hundred thousand dollars (\$300,000) to the North Carolina Wildlife Habitat Foundation for the Oyster Highway project on the New River in Onslow County. The Foundation shall report on its use of the funds allocated by this section no later than September 1, 2019, to the Joint Legislative Oversight Committee on Agriculture and Natural and Economic Resources and the Fiscal Research Division.

"SECTION 36.7.(f) Notwithstanding any provision of this act to the contrary, of the funds carried forward for the Manteo Old House Channel, Section 204 CAP in Section 36.3(b) of this act, the Department shall use the sum of one million nine hundred nineteen thousand dollars (\$1,919,000) for maintenance dredging of Range 1 to 4 of the Manteo Channel.

"SECTION 36.7.(g) The Department of Military and Veterans Affairs (hereinafter "Department") is authorized to apply for federal funds for the expansion of Sandhills State Veterans Cemetery and Western Carolina State Veterans Cemetery to make site improvements at the cemeteries. The Department is authorized to use the fund balance from Budget Code 23050 and any other funds available to the Department, up to eight hundred seventy-four thousand fifty-three dollars (\$874,053) for the required ten percent (10%) match for this grant, and the funds are hereby appropriated for that purpose."

SECTION 9.1.(b) If Senate Bill 99, 2017 Regular Session, becomes law, then Section 36.3(e) of that act reads as rewritten:

"SECTION 36.3.(e) Notwithstanding any other provision of law to the contrary, there shall be no match required for the maintenance dredging of Range 1 to 4 of the Manteo Channel project or the Lindsey Bridge Dam Repair and Stream Restoration project."

SECTION 9.2. If Senate Bill 99, 2017 Regular Session, becomes law, then Section 5.6(b) of that act reads as rewritten:

"SECTION 5.6.(b) Appropriations. – The sixty million dollars (\$60,000,000) transferred to the State Emergency Response/Disaster Relief Reserve in the General Fund as required by Section 2.2 of this act and subsection (a) of this section are appropriated as follows:

...
(5) Housing. – ~~Twenty-five~~ ~~Twenty-four~~ million ~~fourteen~~ ~~nine~~ hundred ~~ninety-four~~ thousand seven hundred seventy-six dollars (~~\$25,014,776~~) (\$24,994,776) to the Department of Public Safety, Division of Emergency Management, for the following housing-related matters:

...
(6) Storm debris removal. – Twenty thousand dollars (\$20,000) to the Department of Environmental Quality, Division of Water Resources, to be used to provide a grant-in-aid to Transylvania County for the purpose of storm debris cleanup in streams and rivers in the County."

SECTION 9.3. If Senate Bill 99, 2017 Regular Session, becomes law, then Section 36.2(a), as enacted by that act, reads as rewritten:



Water Resources Development Grant Program
Shallow Draft Navigation Channel Dredging Application
FY 2018 - 2019
 North Carolina Department of Environmental Quality
 Division of Water Resources
 Contact Coley Cordeiro at Coley.Cordeiro@ncdenr or (919) 707-9013

1. Project Title	<i>Manteo Channel Dredging Project - Session Law 2018-97</i>
2a. Primary Contact or Project Manager	
Name <i>Ann Daisey</i>	
Title <i>Grants Administrator</i>	
Organization Name <i>County of Dare</i>	
Organization Tax ID Number <i>566000293</i>	
E-mail address <i>ann.daisey@darenc.com</i>	
Mailing Address <i>PO Box 1000</i>	
City <i>Manteo</i>	State <i>NC</i>
	Zip <i>27954</i>
Telephone <i>252-475-5628</i>	Fax Number <i>252-473-3042</i>
2b. Execution Address (where contract will be mailed for signature) - Write "same as above" if it is the Primary Contact information in 2a.	
Name <i>same as above</i>	
Title	
Organization Name	
E-mail Address	
Mailing Address	
City	State
	Zip
Telephone	Fax Number
2c. Payment Address (where invoice payments will be mailed) - Write "same as above" if it is the Primary Contact information in 2a.	
Name <i>same as above</i>	
Title	
Organization Name	
E-mail Address	
Mailing Address	
City	State
	Zip
Telephone	Fax Number



**Water Resources Development Grant Program
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3. Project Description - Provide a short summary of the project

Dredging of the federally mandated Manteo Channel to allow for navigation of all user groups and most specifically to allow for the passage of the State's cultural and historical property, the Elizabeth II, which is in need of major repairs. The Elizabeth II is hauled out of its dockage at Roanoke Island Festival Park located in Shallowbag Bay and utilizes this channel.

4. Project Scope - Brief description of the project scope (what is being proposed) and justification (why is it being proposed)

The federally designated Manteo Channel-Old House Channel needs dredged due to shoaling over the years. The last time part of this channel was dredged was 2006 near daymarker 29B which is outside the current area needed for dredging. Although it is a federal channel, projects north of Wanchese are funded by the State. Dredging will be completed in Range 1 through Range 4 of the channel to allow for passage of the State's cultural and historical property, the Elizabeth II, in addition to improving navigation into Shallowbag for all user groups. The County of Dare will utilize consulting services from APTIM - Coastal Planning & Engineering who will seek to use the US Army Corps of Engineers to complete the work. Through Session Law 2018-97, the State has designated one million nine hundred nineteen thousand dollars (\$1,919,000) to be utilized for this project. The State recognizes the importance of the cultural and historical property, the Elizabeth II. The Elizabeth II is in major need of bottom repairs and if not completed in a timely manner it will deteriorate sitting in its harbor. At the current depths, the Elizabeth II cannot make the trip to the boatyard for its needed maintenance. In addition, the Elizabeth II is a vital part of the economic growth for the region and the State and provides educational benefits to the public about the first English colony in America. Not only is navigation not possible for the Elizabeth II, larger vessels are unable to dock or navigate into Shallowbag Bay decreasing economic growth for downtown Manteo and tourism dollars for the region and state.

5. Existing Conditions - Brief description of existing site conditions and land use within project area

Currently the Manteo Channel - Old House Channel depths in Range 4 are 6-7' coming out of Shallowbag Bay and 4-5' just before the turn into Old House Channel due to shoaling. Project would take place in a portion of Shallowbag Bay and the Roanoke Sound (between Roanoke Island and the Outer Banks). The channel leads directly to Shallowbag Bay where portage is available for all user groups and the State owned and operated Roanoke Island Festival Park and the dockage of the Elizabeth II is located. Downtown Manteo offers a waterfront community with restaurants, shops, galleries, parks and boardwalks.

6. Anticipated Contract Start Date	<i>1/1/2018</i>	Anticipated Contract End Date	<i>June 30 2020</i>
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7. Project Location: Important to submit as completely as possible, especially the Lat/Long coordinates

Project Location <i>Manteo Channel</i>	
County Name <i>Dare</i>	
Inlet/Channel/Waterbody Name <i>Manteo Channel/Old House Channel/Shallowbag Bay-Roanoke Sound</i>	
Position coordinates of project location	Latitude <i>35.913155</i>
	Longitude <i>-75.654763</i>
Anticipated Total Dredged Material in Cubic Yards	<i>9,000 cubic yards for a depth of 8'</i>



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8. General Statute 143-215.72 states that in reviewing applications the Secretary shall consider Economic, Social, and Environmental Benefits provided by the project; Regional Benefits of the project to an area greater than the area under jurisdiction of the local sponsoring entity; The financial resources of the local sponsoring entity; The environmental impact of the project; Any direct benefit to State-owned lands and properties. Please provide your answers below for each category:

Economic, Social, and Environmental Benefits

Improved navigational safety of the Manteo Channel/Roanoke Sound for all user groups, allows access to safe harbor, provides economic benefits and economic growth to Roanoke Island and downtown Manteo.

Regional Benefits

Regional benefits include continued safe boating access for all users to include but not limited to commercial traffic, recreational traffic and tourism traffic. Brings economic growth to the region and allows for future growth.

Financial Resources

Through Session Law 2018-97, the State has allocated \$1,919,000 for maintenance dredging of Range 1 to 4 of the Manteo Channel.

Environmental Impacts

Necessary state and federal environmental permits will be in place to reduce environmental impacts involved with dredging projects. Spoil material will be placed or utilized in accordance to all state and federal requirements.

Direct Benefit to State-Owned Lands and Properties

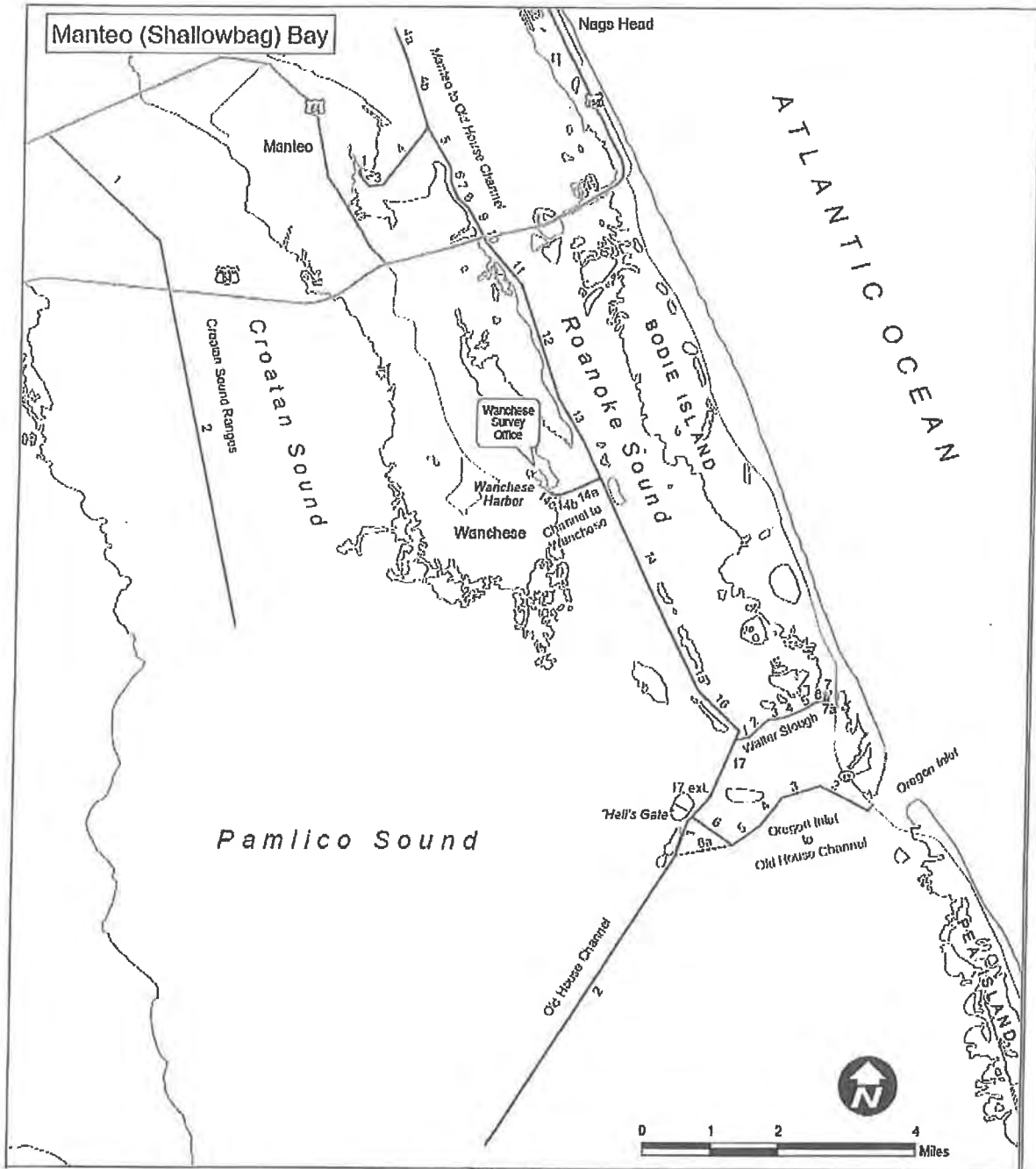
Dredging of the Manteo Channel directly benefits boater access to the State owned historic site, Roanoke Island Festival Park, passage of the State's property, the Elizabeth II, formerly State-owned Roanoke Island Maritime Museum in downtown Manteo, the North Carolina Aquarium on Roanoke Island; not including all the non-profit local attractions as well as many National Park and Fish & Wildlife attractions and natural areas.



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Project Name: <u>Manteo Channel Dredging - Session Lmw 2018-97</u>		Date: <u>11/26/18</u>					
	State Contribution (DWR)	Local / Municipal Match	Other Non-Federal Match	Federal Contribution	Local + Other Non-Federal Match Total	Category Total	
Administration							
Cash					\$0.00	\$0.00	
In-kind					\$0.00	\$0.00	
Design							
Cash					\$0.00	\$0.00	
In-kind					\$0.00	\$0.00	
Permitting							
Cash					\$0.00	\$0.00	
In-kind					\$0.00	\$0.00	
Survey							
Cash					\$0.00	\$0.00	
In-kind					\$0.00	\$0.00	
Construction Oversight							
Cash					\$0.00	\$0.00	
In-kind					\$0.00	\$0.00	
Construction							
Cash					\$0.00	\$0.00	
In-kind					\$0.00	\$0.00	
Construction Materials							
Cash					\$0.00	\$0.00	
In-kind					\$0.00	\$0.00	
Land							
Cash					\$0.00	\$0.00	
In-kind					\$0.00	\$0.00	
Cash Sub-total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
In-kind Sub-total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$1,919,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

DWR Total =	\$1,919,000.00	Local + Non-Fed Total =	\$0.00	Non-Federal % =	
DWR Match % =	100.00%	Local + Non-Fed Match % =		Federal % =	





**RESOLUTION
SUPPORTING A REQUEST FOR ASSISTANCE FOR EMERGENCY DREDGING
OF THE MANTEO CHANNEL**

WHEREAS, the Manteo Channel in Roanoke Sound leading to Shallowbag Bay was authorized by an Act of the United States Congress as part of the River and Harbor Bill on June 25, 1910, and has remained a federally authorized channel for more than 100 years; and

WHEREAS, in 1976, in support of the development of a Seafood Industrial Park in Wanchese Harbor, the State of North Carolina agreed to accept fiscal responsibility for maintenance dredging of the northern portion of the Manteo Channel from the US Army Corps of Engineers; and

WHEREAS, the State of North Carolina dredged a portion of that channel in 1983 in furtherance of America's 400th Anniversary Celebration of the Roanoke Voyages, 1584-1587, to include: the launching of the *Elizabeth II*, a representative 16th century vessel; a royal visit from HRH the Princess Anne; the inauguration of Operation Raleigh under the auspices of HRH Prince Charles; a flotilla of boats under the honorary command of veteran newsman Walter Cronkite; the opening of Roanoke Island Festival Park, a state historic site administered by the North Carolina Department of Natural and Cultural Resources; construction of a bridge, municipal marina and public boardwalks connecting Festival Park with the town; the opening of the George Washington Creef Boathouse, now the Roanoke Island Maritime Museum; and some \$20 million invested in public/private partnerships as part of the revitalization of the Town of Manteo in preparation for the celebration; and

WHEREAS, public facilities such as Roanoke Island Festival Park have provided an economic stimulus to the Town of Manteo, as well as bringing history, education, and the arts to hundreds of thousands of visitors to Manteo; and

WHEREAS, since her maiden voyage from Manteo to Beaufort and Newbern in 1985, the *Elizabeth II*, as North Carolina's floating ambassador, has sailed to Hatteras, Elizabeth City, Winton, Edenton, Wilmington, Southport, Morehead City, Little Washington, Engelhard, Ocracoke, Columbia, and Bath, North Carolina, and to Norfolk and Jamestown, Virginia, where tens of thousands of school children have gone aboard the vessel to learn about the history of the Roanoke Voyages, 1584-1587, and the establishment of the first English colony in America; and

WHEREAS, significant public and private investments in Manteo have been a draw to transient boaters travelling the Intracoastal Waterway, thereby contributing more than a half million dollars annually in municipal docking fees, as well as revenues for shops, restaurants, galleries, private marinas, ships' stores, and boat repair facilities, along with admission fees to educational and cultural sites on Roanoke Island such as the North Carolina Aquarium, the Elizabethan Gardens, Fort Raleigh National Historic Site, Pea Island Life-Saving Museum, Island Farm, Roanoke Island Maritime Museum, Roanoke Island Festival Park, Alligator River National Wildlife Visitor Center, and *The Lost Colony* Outdoor Drama; and

WHEREAS, this boat traffic integral to the economic viability of Roanoke Island, as well as the *Elizabeth II*'s ability to visit coastal towns and to travel the short distance for her annual haul-out for maintenance at the state's ferry repair facility, have been negatively impacted by shoaling in the Manteo Channel; and

WHEREAS, since it was last dredged in 2005, a portion of the 12-foot-deep channel in Range 3 and 4 has shoaled to a depth of only 4 feet, creating a navigational hazard not only for the *Elizabeth II*, which draws 8 feet, but also to the boating public at large; and

WHEREAS, on November 19th, 2016, when the ship was returning to Manteo, she ran aground with the volunteer crew stranded overnight, and this dangerous situation is negatively impacting not only annual haul-out for routine maintenance, but also major repairs scheduled over a three-year period, leading her original builders contracted for the repairs to warn that even more expense could be incurred if the ship cannot move; and

WHEREAS, captains of large private yachts are being advised to avoid this section of the Intracoastal Waterway altogether and once word spreads, it is difficult to entice transient boat traffic back to the area; and

WHEREAS, recognizing this dire situation after hearing pleas from representatives from the Town of Manteo, Roanoke Island Festival Park, and Friends of *Elizabeth II*, the Dare County Waterways Commission at its May 14, 2018, meeting, unanimously passed a resolution of support for emergency dredging of this portion of the Manteo Channel, stating that this historic channel should remain viable, that a wooden vessel such as the *Elizabeth II* cannot sit at dock without incurring significant damage, and that negative feedback from boaters could impact the region for years to come; and

WHEREAS, identifying a suitable site for disposal of dredge material and acquiring a plethora of state and local permits could take years, to devastating effect.

NOW THEREFORE BE IT RESOLVED that the Dare County Board of Commissioners supports the request from the Town of Manteo, Roanoke Island Festival Park, and Friends of *Elizabeth II* for urgent assistance for emergency approval to dredge the Manteo Channel to its authorized depth of 12 feet in the US Army Corps of Engineers' Range 3 and 4, from North Carolina delegation in the United States House of Representatives and the United States Senate; and assistance in permitting and in funding from Governor Roy Cooper and the North Carolina General Assembly.

This the 21st day of May, 2018.



COUNTY OF DARE, NORTH CAROLINA

Robert Woodard, Chairman

ATTEST

Gary Gross, Clerk to the Board

DWR Water Resources Development Grant Program

No Conflict of Interest Certification

The County of Dare hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed as part of the Manteo Channel Dredging project that would create any actual or potential conflicts of interest (or apparent conflicts of interest) for any of its employees, contractors, subcontractors, designees or other entities or individuals involved in the Manteo Channel Dredging project (including conflicts of interest for immediate family members: spouses, parents, or children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.

In this certification, the term "potential conflict" means reasonably foreseeable conflicts of interest. The County of Dare further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the NC Department of Environmental Quality's satisfaction, any such conflict of interest (or apparent conflict of interest).

Print Name: Robert Dutteu

Signature: 

Title: Dare Co Mgr

Date: 11/16/18



Kenneth Willson
Vice President
Aptim Coastal Planning & Engineering
of North Carolina, Inc.
4038 Masonboro Loop Road
Wilmington, North Carolina
Tel: +1 910-791-9494
Kenneth.Willson@aptim.com

October 17, 2018

Robert L. Outten
Dare County
954 Marshall C Collins Dr., Room 286
Manteo, NC 27954

Subject: Proposal: Shallowbag Bay Dredging – Initial Coordination and Inter-Agency Meeting

Dear Mr. Outten:

Based on our discussions over the past 2 weeks, it is my understanding that Dare County wishes to initiate permitting efforts to obtain the necessary permits and authorizations needed to dredge Ranges 1 through 4 of the federally authorized navigation channel that runs between the Elizabeth II boat dock at Roanoke Island Festival Park and the Manteo Channel. Based on our initial coordination with County staff and officials familiar with the project, it is our understanding that several options for dredge spoil disposal may exist. The level of environmental documentation and geotechnical analysis required to obtain necessary permits and authorizations is highly dependent on the disposal method proposed for the project. Aptim Coastal Planning & Engineering of North Carolina, Inc. (APTIM) proposes to conduct initial coordination efforts regarding dredge disposal as well as coordination and attendance of an interagency meeting. APTIM has a special preferred relationship with Aptim Environmental & Infrastructure, Inc., and through that relationship APTIM will utilize their personnel, resources and assets to perform the proposed Services.

The Scope of Professional Services (the Services) is attached to this proposal as Exhibit A. The Services will be performed for a lump sum fee of \$6,996.00. The following items have been identified as deliverables as part of this proposal:

- Project Narrative
- Interagency Meeting Minutes
- Cost Proposal for Engineering Design, Environmental Permitting, Development of Bid Documents and Construction Administration

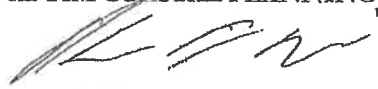
The Project Narrative will be developed within 30 days following receipt of the Notice to Proceed. The Meeting Minutes will be provided within 1 week following the Interagency Meeting. The cost proposal will be provided within 2 weeks following the Interagency Meeting.

APTIM's performance of the proposed Services is conditioned upon mutually acceptable contract terms and conditions. In that regard, attached to this proposal is our Services Agreement for your consideration as the terms and conditions that will govern our performance of the proposed Services.

If this proposal is acceptable to you, please have the attached Services Agreement signed, and return it to me. APTIM will then sign the Services Agreement and return a fully signed copy to you for your records.

Sincerely,

APTIM COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.



Kenneth Willson
Vice President

APTIM COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.
SERVICES AGREEMENT
FIXED PRICE BASIS

All in accordance with the following terms and conditions.

1. **SCOPE OF SERVICES:** APTIM COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC. ("APTIM") agrees to perform for the undersigned CLIENT, engineering and consulting ("Services") described in the attached Proposal and/or as follows:

Conduct initial assessment of dredge disposal options and assist with initial coordination with regulatory and resource agencies.

2. **FEES, INVOICES AND PAYMENTS:** The Services will be performed on a fixed price basis not to exceed Six Thousand, Nine Hundred Ninety Six Dollars and 0/100 (\$6,996.00) Invoices will be submitted by APTIM no more frequently than every two weeks, with payment due upon CLIENT'S receipt of invoice. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payments (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, tariffs and duties levied against APTIM or its employees by any government or taxing authority. A service charge equal to one-half percent (1/2 %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than thirty (30) calendar days beyond the date of the invoice. Should there be any dispute as payments to be made on a percent complete basis to any portion of an invoice, the undisputed portion shall be promptly paid.
3. **CLIENTS COOPERATION:** To assist APTIM in performing the Services, CLIENT shall (i) provide APTIM with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with APTIM when requested, (iii) permit APTIM reasonable access to relevant project sites, (iv) ensure reasonable cooperation of CLIENT's employees in APTIM's activities, and (v) notify and report to all regulatory agencies as required by such agencies.
4. **CONFIDENTIALITY:** In the course of performing Services, to the extent that CLIENT discloses to APTIM, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, APTIM will exercise reasonable efforts to avoid the disclosure of such information to others. Nonetheless, CLIENT shall treat as confidential all information and data furnished to it by APTIM in connection with this Agreement including, but not limited to, APTIM's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and

CLIENT shall not disclose such information to any third party.

Nothing herein is meant to prevent nor shall be interpreted as preventing either party from disclosing and/or using any information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party, (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereto; (iv) where a written release is obtained by the receiving party from the transmitting party; (v) three (3) years from the date of receipt of such information; or (vi) when required by process of law; or by North Carolina Public Records Law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other party and afford it an opportunity to resist such process.

5. **DELAYS AND CHANGES IN CONDITIONS:** IF APTIM is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT's employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by APTIM; or (vi) any other cause beyond the reasonable control of APTIM, then 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) APTIM shall receive an equitable compensation adjustment. Any such equitable adjustment shall be based on APTIM's then current Time and Material Rates, as may be provided in a Rate sheet attached hereto.
6. **INSURANCE:** APTIM is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished to CLIENT on request. If the CLIENT requires further insurance coverage, APTIM will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefor.

7. **INDEMNITIES:** APTIM shall defend, indemnify and hold harmless CLIENT and its officers and employees from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of APTIM, its borrowed servants and their employer and its subcontractors, and their respective employees and agents acting in the course and scope of their employment. CLIENT shall defend, indemnify and save harmless APTIM (including its borrowed servants and their employers and its officers, and employees) from and against, any loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of CLIENT, its officers and employees
8. **LIMITATIONS OF LIABILITY:**
- a. **GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY APTIM SHALL BE TO REQUIRE APTIM TO RE-PERFORM ANY DEFECTIVE SERVICES. APTIM'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, , OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED EXCEPT FOR THE MUTUAL INDEMNIFICATIONS SET FORTH IN SECTION 7 ABOVE. IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE AMOUNT OF COMPENSATION FOR SUCH SERVICES,**
- b. **CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, APTIM SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREBUNDER.**
9. **GOVERNING LAWS:** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.
10. **TERMINATION:** Either party may terminate this Agreement with or without cause upon forty five (45) days' written notice to the other party. Upon such termination, CLIENT shall pay APTIM for all Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay APTIM all reasonable costs and expenses incurred by APTIM in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.
11. **ASSIGNMENT:** Neither APTIM nor CLIENT shall assign any right or delegate any duty under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, APTIM may, upon notice to CLIENT, assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement.
12. **MISCELLANEOUS:**
- a. **ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS:** The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the Services by APTIM to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by APTIM, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the three pages of this Agreement shall govern. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing APTIM to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other document issued by the CLIENT is hereby expressly objected to by APTIM and shall not operate to modify the Agreement.
- b. **DISPUTES, ATTORNEY FEES -** Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state whose law governs under Section 9 hereunder. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, eighty percent (80%) of its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who obtains a litigation result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial) to settle such litigation.
- c. **WAIVER OF TERMS AND CONDITIONS -** The failure of APTIM or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by APTIM or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

APTIM Coastal Planning & Engineering of North
Carolina, Inc.
All Rights Reserved

- 2 -

APTIM _____ CLIENT _____

d. NOTICES – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (c.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.

c. SEVERABILITY AND SURVIVAL - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. The terms and conditions set forth herein shall survive the termination of this Agreement.

CLIENT and APTIM agree to the foregoing (INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS herein) and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Executed on _____, 2018

APTIM COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.

Dare County

By (Sign): _____

By (Sign): _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

ATTACHMENTS:

**EXHIBIT A:
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY, NORTH CAROLINA
SHALLOWBAG BAY DREDGING
INITIAL COORDINATION AND INTERAGENCY MEETING**

Aptim Coastal Planning & Engineering of North Carolina, Inc. (APTIM) will provide professional services to the County of Dare (OWNER) associated with initial coordination of the permitting of a navigation channel in Shallowbag Bay. The County is seeking the required permits and authorizations to conduct maintenance dredging of Ranges 1 through 4 as shown on the attached hydrographic survey chart developed by the US Army Corps of Engineers Wilmington District. A detailed description of each of these services follows.

TASK 1- INITIAL COORDINATION AND INTERAGENCY / SCOPING MEETING

APTIM will review existing USACE authorizations allowing for the maintenance dredging of Ranges 1 through 4 of the channel in Shallowbag Bay. APTIM will also coordinate with local sources to identify possible disposal sites for dredge spoils. This will include identifying specific dredge disposal locations and their capacity. APTIM will also coordinate with County staff to codify the detailed purpose and needs for the maintenance dredging, which will be necessary to establish environmental documentation.

Once the review of the USACE authorizations, the identification of potential disposal sites have been completed, and the purpose and need has been defined, APTIM will arrange an interagency scoping meeting with representatives from state and federal environmental resources agencies, state regulatory agencies, the USACE, and local governmental representatives. The purpose of the meeting will be to determine the most appropriate permitting approach and National Environmental Policy Act (NEPA) documentation requirements, which will ultimately authorize Dare County to conduct the maintenance dredging. APTIM will develop a project narrative that will be provided to the invited representatives from the various resource and regulatory agencies prior to the interagency meeting. Meeting minutes of the meeting will be drafted and disseminated to all meeting participants within 1 week following the meeting date.

APTIM anticipates that the review of authorization, identification of potential disposal sites, coordination with County staff on purpose and need, and development of the project narrative, will be completed within 30 days of receiving notice to proceed from the County.

Based on information developed by APTIM and included in the project narrative, as well as feedback obtained from resource and regulatory agencies during the interagency scoping meeting, APTIM will develop a proposal to design the project, support the County with environmental permitting, prepare construction bid documents, and provide construction administration services to the County for the proposed maintenance dredging project. This proposal will be provided to the County within 2 weeks following the interagency scoping meeting.

**EXHIBIT A:
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY, NORTH CAROLINA
SHALLOWBAG BAY DREDGING
INITIAL COORDINATION AND INTERAGENCY MEETING**

The information contained in this proposal is confidential commercial information and shall not be used or disclosed, except for evaluation purposes, provided that if a contract is awarded to APTIM as a result of or in connection with the submission of this proposal, the requester shall have the right to use or disclose the data to the extent provided in the contract. This restriction does not limit the requester's right to use or disclose any technical data obtained from another source without restriction.

PART IX. CAPITAL

SECTION 9.1.(a) If Senate Bill 99, 2017 Regular Session, becomes law, then Section 36.7 of that act is amended by adding the following new subsections to read:

"SECTION 36.7.(d) The General Assembly authorizes the Department of Military and Veterans Affairs to fund the construction of two new State veterans homes located in the Triangle and Triad Regions with funds available to it from the North Carolina Veterans Home Trust Fund established under G.S. 143B-1293 in an amount not to exceed twenty-seven million two hundred twenty-three thousand five hundred sixty dollars (\$27,223,560). The funds shall be used to provide the required State match for federal funding of the veterans home construction projects, and the matching funds and any federal dollars received for that purpose are hereby appropriated.

"SECTION 36.7.(e) Notwithstanding any provision of this act to the contrary, of the funds carried forward for the Manteo Old House Channel, Section 204 CAP in Section 36.3(b) of this act, the Department shall allocate the sum of three hundred thousand dollars (\$300,000) to the North Carolina Wildlife Habitat Foundation for the Oyster Highway project on the New River in Onslow County. The Foundation shall report on its use of the funds allocated by this section no later than September 1, 2019, to the Joint Legislative Oversight Committee on Agriculture and Natural and Economic Resources and the Fiscal Research Division.

"SECTION 36.7.(f) Notwithstanding any provision of this act to the contrary, of the funds carried forward for the Manteo Old House Channel, Section 204 CAP in Section 36.3(b) of this act, the Department shall use the sum of one million nine hundred nineteen thousand dollars (\$1,919,000) for maintenance dredging of Range 1 to 4 of the Manteo Channel.

"SECTION 36.7.(g) The Department of Military and Veterans Affairs (hereinafter "Department") is authorized to apply for federal funds for the expansion of Sandhills State Veterans Cemetery and Western Carolina State Veterans Cemetery to make site improvements at the cemeteries. The Department is authorized to use the fund balance from Budget Code 23050 and any other funds available to the Department, up to eight hundred seventy-four thousand fifty-three dollars (\$874,053) for the required ten percent (10%) match for this grant, and the funds are hereby appropriated for that purpose."

SECTION 9.1.(b) If Senate Bill 99, 2017 Regular Session, becomes law, then Section 36.3(e) of that act reads as rewritten:

"SECTION 36.3.(e) Notwithstanding any other provision of law to the contrary, there shall be no match required for the maintenance dredging of Range 1 to 4 of the Manteo Channel project or the Lindsey Bridge Dam Repair and Stream Restoration project."

SECTION 9.2. If Senate Bill 99, 2017 Regular Session, becomes law, then Section 5.6(b) of that act reads as rewritten:

"SECTION 5.6.(b) Appropriations. – The sixty million dollars (\$60,000,000) transferred to the State Emergency Response/Disaster Relief Reserve in the General Fund as required by Section 2.2 of this act and subsection (a) of this section are appropriated as follows:

...
(5) Housing. – Twenty-five—Twenty-four million fourteen—nine hundred ninety-four thousand seven hundred seventy-six dollars (~~\$25,014,776~~) (\$24,994,776) to the Department of Public Safety, Division of Emergency Management, for the following housing-related matters:

...
(6) Storm debris removal. – Twenty thousand dollars (\$20,000) to the Department of Environmental Quality, Division of Water Resources, to be used to provide a grant-in-aid to Transylvania County for the purpose of storm debris cleanup in streams and rivers in the County."

SECTION 9.3. If Senate Bill 99, 2017 Regular Session, becomes law, then Section 36.2(a), as enacted by that act, reads as rewritten:



May 15, 2018

The Honorable Roy Cooper
Governor of North Carolina
20301 Mail Service Center
Raleigh, NC 27699-0301

Dear Governor Cooper:

As Mayor of the Town of Manteo, I am writing to respectfully request your assistance in a matter vital to the continued economic growth of the town as well as to the viability of an important part of the State of North Carolina's history, the representative 16th century ship, the *Elizabeth II*.

Without emergency dredging of a short section of the federally mandated—but state-supported—Manteo Channel, two interests vital to the town will be irreversibly impacted: recreational boaters travelling the Intracoastal Waterway, and the historic wooden vessel which must move, or she will quickly deteriorate. Larger yachts are already being advised of the hazardous conditions, and the boat builders doing repair work on the *Elizabeth II* have warned she will be compromised if she can't sail.

Under Governor James Hunt's leadership, North Carolina launched the state's only traveling historic site, the *Elizabeth II*, on November 22, 1983. Since America and England's trans-Atlantic celebration of the Roanoke Voyages, 1584-1587, the ship has left its home berth in Manteo annually to sail to Beaufort, Newbern, Hatteras, Elizabeth City, Winton, Edenton, Wilmington, Southport, Morehead City, Little Washington, Engelhard, Ocracoke, Columbia, and Bath, North Carolina, and to Norfolk and Jamestown, Virginia, where tens of thousands of school children have gone aboard the vessel to learn about establishment of the first English colony in America on Roanoke Island. She is one of the crown jewels of the North Carolina Department of Natural and Cultural Resources, which oversees her home port at Roanoke Island Festival Park.

Riding on the creation of this state historic site, a little town that was dying now has a thriving economy and a waterfront to be envied, with more than a mile of public parks and boardwalks hugging the shore. Numerous restaurants, shops, and galleries depend not only on visitors to this state historic site celebrating history, education, and the arts, but also on the boat traffic that brings visitors to the town's many marinas, ships' stores, and repair facilities.

Since it was last dredged in 2005, a portion of the 12-foot-deep channel has shoaled to a depth of only 4 feet, creating a navigational hazard not only for the *Elizabeth II*, which draws 8 feet, but also to the boating public at large. On November 19th, 2016, when the ship was returning to Manteo, she ran aground with the volunteer crew stranded overnight.

407 BUDLEIGH STREET • P.O. Box 246 • MANTEO, NORTH CAROLINA 27954 • 252-473-2133
FAX: 252-473-2135 WEBSITE: TOWNOFMANTEO.COM EMAIL: INFO@TOWNOFMANTEO.COM

In addition to her educational voyages, the *Elizabeth II* is hauled out annually for maintenance, a short trip to the state's ferry repair facility in nearby Manns Harbor. The non-profit Friends of *Elizabeth II*, Inc., which funded the ship's construction and presented her as a gift to the State of North Carolina, has committed additional monies for major repairs over a three-year period which commenced this past year. Haddon Boat Company, which built the ship and is under contract for those repairs, is concerned that even more expense will be incurred if the ship cannot move. To put it more bluntly, Ernie Foster of the famed Albatross Fleet of Hatteras and a member of the Dare County Waterways Commission, said at their meeting last night, "If she doesn't move, she'll rot where she sits." Members expressed concern that indeed that could happen without an expedited plan for dredging.

Roanoke Island's marinas are also feeling the impact of the shoaled channel. For example, the Town of Manteo's marina located across Dough's Creek from the *Elizabeth II* has experienced a significant decline in transient boat traffic and associated revenues. During the summer season, the 2005 average of some 100 boats per month and 20 larger yachts has decreased to 70 boats in 2017, with only one large yacht able to enter the harbor. Revenues have declined from \$612,000.00 to \$527,850.00 during that same period. This reduction carries over to retail sales, hotel and short-term rentals, admission to Festival Park and other Roanoke Island attractions, and of course, sales and use and occupancy taxes.

Dare County ranks fourth in tourism dollars for the State of North Carolina. The economic losses from shoaling of the Manteo Channel are significant, and lasting. Once the inland waters of the Outer Banks become known as hazardous to boat traffic, it's difficult to overcome that reputation. Out of an abundance of caution, captains of large yachts are being advised to avoid this section of the Intracoastal Waterway altogether.

Recognizing that a multitude of state and federal agencies must approve any dredging operation, and given that time is of the essence in finding a disposal site for dredge materials and acquiring the necessary permits, the Town of Manteo urgently needs both an expedited review as well as state funding for maintenance dredging of Range 3 to 4 of the Manteo Channel.

Thank you in advance for any assistance you can provide to the Town of Manteo as well as to the *Elizabeth II*, North Carolina's floating ambassador to our sister towns all along the coast.

Sincerely,



Robert V. Owens, Mayor
The Town of Manteo

cc: The Honorable Susi Hamilton, NC Secretary of Natural and Cultural Resources
Ms. Kim Sawyer, Executive Director, Roanoke Island Festival Park
The Honorable Robert Woodard, Chair, Dare County Board of Commissioners
Mr. Robert Outten, Dare County Manager
Mr. Dave May, Chair, Dare County Waterways Commission
Mr. Jim Medlock, Shallow Draft Navigation Manager, US Army Corps of Engineers
Mr. Tod Clissold, Chair, Friends of *Elizabeth II*, Inc.

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.


DWR Water Resources Development Grant Program

No Conflict of Interest Certification

The County of Dare hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed as part of the Manteo Channel Dredging project that would create any actual or potential conflicts of interest (or apparent conflicts of interest) for any of its employees, contractors, subcontractors, designees or other entities or individuals involved in the Manteo Channel Dredging project (including conflicts of interest for immediate family members: spouses, parents, or children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.

In this certification, the term "potential conflict" means reasonably foreseeable conflicts of interest. The County of Dare further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the NC Department of Environmental Quality's satisfaction, any such conflict of interest (or apparent conflict of interest).

Print Name: Robert Dutten

Signature: 

Title: DARE Co Mgr

Date: 11/16/18

**APTIM COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.
SERVICES AGREEMENT
FIXED PRICE BASIS**

All in accordance with the following terms and conditions.

- 1. SCOPE OF SERVICES:** APTIM COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC. ("APTIM") agrees to perform for the undersigned CLIENT, engineering and consulting ("Services") described in the attached Proposal and/or as follows:

Conduct initial assessment of dredge disposal options and assist with initial coordination with regulatory and resource agencies.

- 2. FEES, INVOICES AND PAYMENTS:** The Services will be performed on a fixed price basis not to exceed Six Thousand, Nine Hundred Ninety Six Dollars and 0/100 (\$6,996.00) Invoices will be submitted by APTIM no more frequently than every two weeks, with payment due upon CLIENT'S receipt of invoice. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payments (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, tariffs and duties levied against APTIM or its employees by any government or taxing authority. A service charge equal to one-half percent (1/2 %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than thirty (30) calendar days beyond the date of the invoice. Should there be any dispute as payments to be made on a percent complete basis to any portion of an invoice, the undisputed portion shall be promptly paid.
- 3. CLIENTS COOPERATION:** To assist APTIM in performing the Services, CLIENT shall (i) provide APTIM with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with APTIM when requested, (iii) permit APTIM reasonable access to relevant project sites, (iv) ensure reasonable cooperation of CLIENT's employees in APTIM's activities, and (v) notify and report to all regulatory agencies as required by such agencies.
- 4. CONFIDENTIALITY:** In the course of performing Services, to the extent that CLIENT discloses to APTIM, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, APTIM will exercise reasonable efforts to avoid the disclosure of such information to others. Nonetheless, CLIENT shall treat as confidential all information and data furnished to it by APTIM in connection with this Agreement including, but not limited to, APTIM's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and

CLIENT shall not disclose such information to any third party.

Nothing herein is meant to prevent nor shall be interpreted as preventing either party from disclosing and/or using any information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party, (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereto; (iv) where a written release is obtained by the receiving party from the transmitting party; (v) three (3) years from the date of receipt of such information; or (vi) when required by process of law; or by North Carolina Public Records Law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other party and afford it an opportunity to resist such process.

- 5. DELAYS AND CHANGES IN CONDITIONS:** If APTIM is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT'S employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by APTIM; or (vi) any other cause beyond the reasonable control of APTIM, then 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) APTIM shall receive an equitable compensation adjustment. Any such equitable adjustment shall be based on APTIM's then current Time and Material Rates, as may be provided in a Rate sheet attached hereto.
- 6. INSURANCE:** APTIM is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished to CLIENT on request. If the CLIENT requires further insurance coverage, APTIM will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefor.

7. **INDEMNITIES:** APTIM shall defend, indemnify and hold harmless CLIENT and its officers and employees from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of APTIM, its borrowed servants and their employer and its subcontractors, and their respective employees and agents acting in the course and scope of their employment. CLIENT shall defend, indemnify and save harmless APTIM (including its borrowed servants and their employers and its officers, and employees) from and against, any loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of CLIENT, its officers and employees

8. LIMITATIONS OF LIABILITY:

- a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY APTIM SHALL BE TO REQUIRE APTIM TO RE-PERFORM ANY DEFECTIVE SERVICES. APTIM'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, , OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED EXCEPT FOR THE MUTUAL INDEMNIFICATIONS SET FORTH IN SECTION 7 ABOVE. IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE AMOUNT OF COMPENSATION FOR SUCH SERVICES,
- b. CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, APTIM SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

9. **GOVERNING LAWS:** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

10. **TERMINATION:** Either party may terminate this Agreement with or without cause upon forty five (45) days' written notice to the other party. Upon such termination, CLIENT shall pay APTIM for all Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay

APTIM all reasonable costs and expenses incurred by APTIM in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

11. **ASSIGNMENT:** Neither APTIM nor CLIENT shall assign any right or delegate any duty under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, APTIM may, upon notice to CLIENT, assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement.

12. MISCELLANEOUS:

a. **ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS:** The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the Services by APTIM to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by APTIM, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the three pages of this Agreement shall govern. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing APTIM to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other document issued by the CLIENT is hereby expressly objected to by APTIM and shall not operate to modify the Agreement.

b. **DISPUTES, ATTORNEY FEES** – Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state whose law governs under Section 9 hereunder. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, eighty percent (80%) of its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who obtains a litigation result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial) to settle such litigation.

c. **WAIVER OF TERMS AND CONDITIONS** - The failure of APTIM or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by APTIM or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

- d. **NOTICES** – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.
- e. **SEVERABILITY AND SURVIVAL** - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. The terms and conditions set forth herein shall survive the termination of this Agreement.

CLIENT and APTIM agree to the foregoing (**INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS herein**) and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Executed on _____, 2018

APTIM COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.

By (Sign): _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Dare County

By (Sign): _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

ATTACHMENTS

**EXHIBIT A:
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY, NORTH CAROLINA
SHALLOWBAG BAY DREDGING
INITIAL COORDINATION AND INTERAGENCY MEETING**

Aptim Coastal Planning & Engineering of North Carolina, Inc. (APTIM) will provide professional services to the County of Dare (OWNER) associated with initial coordination of the permitting of a navigation channel in Shallowbag Bay. The County is seeking the required permits and authorizations to conduct maintenance dredging of Ranges 1 through 4 as shown on the attached hydrographic survey chart developed by the US Army Corps of Engineers Wilmington District. A detailed description of each of these services follows.

TASK 1- INITIAL COORDINATION AND INTERAGENCY / SCOPING MEETING

APTIM will review existing USACE authorizations allowing for the maintenance dredging of Ranges 1 through 4 of the channel in Shallowbag Bay. APTIM will also coordinate with local sources to identify possible disposal sites for dredge spoils. This will include identifying specific dredge disposal locations and their capacity. APTIM will also coordinate with County staff to codify the detailed purpose and needs for the maintenance dredging, which will be necessary to establish environmental documentation.

Once the review of the USACE authorizations, the identification of potential disposal sites have been completed, and the purpose and need has been defined, APTIM will arrange an interagency scoping meeting with representatives from state and federal environmental resources agencies, state regulatory agencies, the USACE, and local governmental representatives. The purpose of the meeting will be to determine the most appropriate permitting approach and National Environmental Policy Act (NEPA) documentation requirements, which will ultimately authorize Dare County to conduct the maintenance dredging. APTIM will develop a project narrative that will be provided to the invited representatives from the various resource and regulatory agencies prior to the interagency meeting. Meeting minutes of the meeting will be drafted and disseminated to all meeting participants within 1 week following the meeting date.

APTIM anticipates that the review of authorization, identification of potential disposal sites, coordination with County staff on purpose and need, and development of the project narrative, will be completed within 30 days of receiving notice to proceed from the County.

Based on information developed by APTIM and included in the project narrative, as well as feedback obtained from resource and regulatory agencies during the interagency scoping meeting, APTIM will develop a proposal to design the project, support the County with environmental permitting, prepare construction bid documents, and provide construction administration services to the County for the proposed maintenance dredging project. This proposal will be provided to the County within 2 weeks following the interagency scoping meeting.

**EXHIBIT A:
SCOPE OF PROFESSIONAL SERVICES
DARE COUNTY, NORTH CAROLINA
SHALLOWBAG BAY DREDGING
INITIAL COORDINATION AND INTERAGENCY MEETING**

The information contained in this proposal is confidential commercial information and shall not be used or disclosed, except for evaluation purposes, provided that if a contract is awarded to APTIM as a result of or in connection with the submission of this proposal, the requester shall have the right to use or disclose the data to the extent provided in the contract. This restriction does not limit the requester's right to use or disclose any technical data obtained from another source without restriction.



Kenneth Willson
Vice President
Aptim Coastal Planning & Engineering
of North Carolina, Inc.
4038 Masonboro Loop Road
Wilmington, North Carolina
Tel: +1 910-791-9494
Kenneth.Willson@aptim.com

October 17, 2018

Robert L. Outten
Dare County
954 Marshall C Collins Dr., Room 286
Manteo, NC 27954

Subject: Proposal: Shallowbag Bay Dredging – Initial Coordination and Inter-Agency Meeting

Dear Mr. Outten:

Based on our discussions over the past 2 weeks, it is my understanding that Dare County wishes to initiate permitting efforts to obtain the necessary permits and authorizations needed to dredge Ranges 1 through 4 of the federally authorized navigation channel that runs between the Elizabeth II boat dock at Roanoke Island Festival Park and the Manteo Channel. Based on our initial coordination with County staff and officials familiar with the project, it is our understanding that several options for dredge spoil disposal may exist. The level of environmental documentation and geotechnical analysis required to obtain necessary permits and authorizations is highly dependent on the disposal method proposed for the project. Aptim Coastal Planning & Engineering of North Carolina, Inc. (APTIM) proposes to conduct initial coordination efforts regarding dredge disposal as well as coordination and attendance of an interagency meeting. APTIM has a special preferred relationship with Aptim Environmental & Infrastructure, Inc., and through that relationship APTIM will utilize their personnel, resources and assets to perform the proposed Services.

The Scope of Professional Services (the Services) is attached to this proposal as Exhibit A. The Services will be performed for a lump sum fee of \$6,996.00. The following items have been identified as deliverables as part of this proposal:

- Project Narrative
- Interagency Meeting Minutes
- Cost Proposal for Engineering Design, Environmental Permitting, Development of Bid Documents and Construction Administration

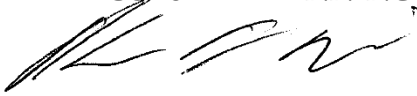
The Project Narrative will be developed within 30 days following receipt of the Notice to Proceed. The Meeting Minutes will be provided within 1 week following the Interagency Meeting. The cost proposal will be provided within 2 weeks following the Interagency Meeting.

APTIM's performance of the proposed Services is conditioned upon mutually acceptable contract terms and conditions. In that regard, attached to this proposal is our Services Agreement for your consideration as the terms and conditions that will govern our performance of the proposed Services.

If this proposal is acceptable to you, please have the attached Services Agreement signed, and return it to me. APTIM will then sign the Services Agreement and return a fully signed copy to you for your records.

Sincerely,

APTIM COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.

A handwritten signature in black ink, appearing to read 'K. Willson', written over a faint, illegible printed name.

Kenneth Willson
Vice President



Request for Hearing -- 2018 Supplement to Code of Ordinances

Description

American Legal Publishing Company has completed an update of the Dare County Code of Ordinances with all of the amendments that have been adopted since January 2018. Although all of the amendments have previously been adopted, it is recommended that a public hearing on the complete 2018 S-11 supplement be held. The first possible date for this hearing is March 18, 2019.

Board Action Requested

Motion to schedule a public hearing on March 18, 2019 on S-11 supplement to Code of Ordinances.

Item Presenter

Donna Creef, Planning Director



Government Education Access Channels 2019-2020 Proposed Budget

Description

See Attached Summary

Board Action Requested

Approve the Budget along with the revision to the Interlocal Agreement & Standard Operating Procedures

Item Presenter

Dorothy Hester

Attached for presentation to the Dare County Board of Commissioners is the 2019-2020 Budget for the operation of the Government Education Access Channels and an update of the Interlocal Agreement and Standing Operating Procedures for the Government Education Access Channels. The Government Education Access Channels Committee (GEACC) recently voted to send the 2019-2020 budget to each participating entity for approval.

Budget Summary

The proposed budget, which would take effect July 1, 2019, must be approved by every participating member entity of the Channels, which includes Dare County and the towns of Duck, Southern Shores, Kitty Hawk, Kill Devil Hills, Nags Head, Manteo, Dare County Schools, College of The Albemarle, and Coastal Studies Institute - ECU.

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

Interlocal Agreement and Standing Operating Procedures Update

GEACC has reviewed and approved the change to the Interlocal Shared Use Agreement and Standing Operating Procedures to change the listed name of "UNC - Coastal Studies Institute" to "Coastal Studies Institute - ECU" to reflect the institution's current inter-institutional partnership and designated administrative oversight.

Government Education Access Channels Committee
2019-2020 Proposed Budget and Interlocal Agreement Update

The following items are presented to the Dare County Board of Commissioners for their review and approval.

Specific Action Requested:

1. Approve the proposed 2019-2020 GEACC Budget.
2. Approve the the updated Inter Local Shared Use Agreement and Standard Operating Procedures to reflect name change of Coastal Studies Institute - ECU.

Budget Summary

The Government Education Access Channels (GEAC) Committee has reviewed and approved the proposed 2019-2020 budget for the operation of the Government and Education Channels. The proposed budget, which would take effect July 1, 2019, must be approved by every participating member entity of the Channels, which includes the towns of Duck, Southern Shores, Kitty Hawk, Kill Devil Hills, Nags Head, Manteo, and Dare County, Dare County Schools, College of The Albemarle, and Coastal Studies Institute - ECU.

The budget as proposed requires no additional funding from the participating entities other than the current annual \$1000 membership fee. Our budget is funded from the North Carolina Video Programming Distribution proceeds, which are dispersed quarterly by the State to certified members of the GEACC. These funds must be used for the operation of the two channels and no other purpose. Additionally, the legislation that originally established the video distribution funding required that the proceeds not supplant current funding. Accordingly, the annual \$1000 membership fee that was in place when the program began must remain, or the Channels would lose all video distribution funding from the state.

The GEAC committee recommends the budget, which includes, in part, the following: funding for two full-time staff positions and a Local Programming Development Initiative to assist members in the development of programming for the Government and Education Channels. The funding

also includes the continued funding of two regular news magazine shows that highlight each of the participating members of the GEAC on the Education Channel and the Government Channel.

Interlocal Agreement and Standing Operating Procedures Update

The Government Education Access Channels (GEAC) Committee has reviewed and approved the change to the Interlocal Shared Use Agreement and Standing Operating Procedures to change the listed name of “UNC - Coastal Studies Institute” to “Coastal Studies Institute - ECU” to reflect its current interinstitutional partnership and designated administrative oversight.

**Government Education Access Channels Committee
2019-2020
Proposed Budget**

Executive Summary

Funding comes from the state of North Carolina use tax on cable and satellite fees. Our revenue from this source in 2019-2020 is projected to be a conservative \$260,000.00. In addition, each of the 10 entities pay a \$1000 membership fee annually to participate in the channel's operations. This \$1000 fee is unchanged and is the only impact on each entity's budget. This money that is received from the entities in support of the Government and Education Access Channels must remain in the budget in order for each entity to continue to receive PEG Supplements from the state of North Carolina. This budget is requesting a total of \$148,961.40 be allocated from the fund balance. The fund balance is projected to be \$316,715.51 on June 30, 2019. The proposed total budget for the Government and Education Access Channels Committee for 2019-2020 is \$419,961.40.

INCOME	
Member Fees (annual fee paid by participating entities) ¹	10,000.00
NC PEG Supplemental Video Disbursement (from the state NCDOR) ²	260,000.00
Interest Income (interest from fund balance) ³	1,000.00
TOTAL INCOME	271,000.00
APPROPRIATED FUND BALANCE⁴	148,961.40
TOTAL REVENUE	419,961.40
EXPENDITURES	
Salaries (2 Full time employees) ⁵	(113,000.00)
PT Salary (Internships)	(2,000.00)
Merit Pay ⁶	(2,260.00)
FICA	(8,644.50)
Retirement	(9,119.10)
Health Insurance ⁷	(29,381.00)
Life Insurance	(214.70)
Retiree Health	(192.10)
Contractual Services (Production of Destination Dare/Ed Awareness) ⁸	(50,000.00)
Channel Operations ⁹	(15,000.00)
Equipment - Repair, Replacement, Purchase ¹⁰	(10,000.00)
Supplies ¹¹	(5,000.00)
Marketing ¹²	(15,000.00)
Capital Outlay ¹³	(40,000.00)
Training	(2,500.00)
Travel	(2,500.00)
Professional memberships (SEATOA, NATOA, NC3C) ¹⁴	(500.00)
Miscellaneous	(500.00)
Contingency (Reserve for unexpected expenses) ¹⁵	(5,000.00)
Emergency Contingency (Storm related overtime during activations) ¹⁶	(2,500.00)
Car Maintenance ¹⁷	(500.00)
Car Fuel ¹⁸	(1,000.00)
Insurance and Bonds ¹⁹	(2,900.00)
Professional Services ²⁰	(1,500.00)
Uniforms ²¹	(750.00)
TOTAL OPERATING EXPENDITURES	(319,961.40)
Local Program Development Initiative	

This is money set aside in the budget to foster development of program content by the member entities. Money is awarded on an application and grant basis to participating entities by the Government and Education Access Channel Committee. The money can be used to produce programs, improve the quality of existing programs, or purchase equipment to provide for increased production and/or quality of programs.	
LPDI 1 - Coastal Studies Institute	(10,000.00)
LPDI 2 - College of The Albemarle	(10,000.00)
LPDI 3 - Dare County Government	(10,000.00)
LPDI 4 - Dare County Schools	(10,000.00)
LPDI 5 - Duck	(10,000.00)
LPDI 6 - Kill Devil Hills	(10,000.00)
LPDI 7 - Kitty Hawk	(10,000.00)
LPDI 8 - Manteo	(10,000.00)
LPDI 9 - Nags Head	(10,000.00)
LPDI 10 - Southern Shores	(10,000.00)
TOTAL LPDI	(100,000.00)
TOTAL LPDI AND OPERATING EXPENDITURES	(419,961.40)

**Government and Education Access Channel
Proposed Budget Notes for 2019-2020**

Goals and Objectives to be achieved with this budget.

1. Continue to fund the operation of the channel at a level that provides a professional, reliable and quality service to the citizens of Dare County.
2. Continue to bring the fund balance down to an appropriate level and strategically use the fund balance to fund channel initiatives.
3. An increased spending of the Fund Balance will be necessary to cover purchase of vehicle, anticipated new employee expenses, equipment upgrade purchases, and to bolster marketing initiatives.

¹ Member Fees - Each entity member pays an annual membership fee to participate in the Government and Education Channel Access. This money must remain in place in order for each entity to receive the PEG Supplement from the state. There is no change to this amount from last year, so impact on each entity's budget is unchanged..

² NC PEG Supplemental Video Disbursement - this is revenue that is collected by the state in the form of a use tax on cable and satellite providers. The money is pooled and disbursed to qualifying PEG operations within the state. PEG stands for Public, Education, and Government Access. Dare County has 10 qualifying PEG entities, each is a member of the Government and Education Access Channel Committee. Each quarter, this money is disbursed to the entities by the state, and then the Government and Education Access Channels invoices the entities for this money. These state funds are the main source of funding for the Government and Education Access Channels. As there has been a 2% decrease in revenue between fiscal year 2018 and 2019, we have budgeted for a 3.7% decrease in anticipated revenue.

³ Interest Income - This is interest the Government and Education Access Channels Committee receives on the fund balance.

⁴ Appropriated Fund Balance - The unappropriated fund balance is projected to be \$316,715.51 on June 30, 2019. The appropriated fund balance is the amount pulled from the unappropriated fund balance to meet the obligations of the budget.

⁵ Salaries - This budget currently funds two full-time positions that are considered to be Dare County employees.

⁶ Merit Pay - 2% of 113,000.00

⁷ Health Insurance - Includes an annual employee only cost of \$10,640, and annual family cost of \$18,741 for vacant position. Vacant positions are budgeted at the Family cost.

⁸ Contractual Services - This is for the production of Destination Dare and Dare Education Awareness, our two main programming initiatives that highlight interesting aspects of government and education in Dare County. Each entity contributes one segment to each episode. Destination Dare is produced every other month, and Dare Education Awareness is produced on the alternate months.

⁹ Channel Operations - Expenses that support the day to day operation of the channels. This includes:

- \$3,000.00 - OBX Media: to cover website hosting and maintenance
- \$3,850.00 - Tightrope: Hardware Assurance to cover the master control server
- \$2,200.00 - Reflect: Streaming Video/VOD for online video streaming service
- \$600.00 - Adobe: Creative Cloud subscription for professional non-linear editing tools
- \$3,200.00 - Gracenote: subscription for E-guide service on Charter Spectrum
- \$300.00 - Soundstripe: subscription for music & sound effects. Cancel current subscription with Manhattan Music.
- \$1,500.00 - Website upgrade for optimized video grouping / "suggestions"
- \$350.00 - And other expenses that may be required for ongoing station operations

¹⁰ Purchase of new camera system (\$5k), new Mac Pro editing desktop (\$4.5k). These purchases are planned to be the initiation of planned equipment cycle program that would see older, but still usable equipment passed down to our public schools for use.

¹¹ Supplies - This supports the purchase of supplies such as batteries, gaffers tape, lighting gels, accessories, and small equipment items that do not qualify as Capital Outlay.

¹² Marketing - Expenses to support marketing efforts including paid advertising, promotional giveaway items, portable promotional signage for community events, and a vehicle wrap for new vehicle.

- Upt to \$9,000.00 - Design and installation for a full vehicle wrap.
- \$3,000.00 - Promotional items (such as stickers, usb thumb drives, koozies) and portable signage for promotional events.
- \$3,000.00 - Paid digital advertising on Google, Facebook, and Instagram

¹³ Capital Outlay - Purchase of new, 4 wheel drive, Chevy Tahoe for \$39,333.46. For use in video production operations, to replace our borrowed use of county vehicles which have become unreliable.

¹⁴ Professional Memberships - This supports memberships for the two staff positions for the Southeastern Association of Telecommunications Officers and Advisors (SEATOA), National Association of Telecommunications Officers and Advisors (NATOA), and The North Carolina City and County Communicators (NC3C). These are national, regional and state professional associations for PEG Channel Operators.

¹⁵ Contingency - This is for expenses that come up that were either unplanned or unforeseen. Not for use of everyday expenses.

¹⁶ Emergency Contingency - This pays for storm related overtime for the hourly employee during Emergency Management Activations.

¹⁷ Car Maintenance - Car maintenance costs. This is a new line item and will be a future expense associated with the use and ownership of a new vehicle.

¹⁸ Car Fuel - Estimated fuel costs for vehicle based on previous budget year use of Dare County's vehicle. This is a new line item and will be a future expense associated with the use and ownership of a new vehicle.

¹⁹ Insurance and Bonds - Costs that Dare County will be charging Current TV for costs related to insuring equipment and new vehicle. This will be a new recurring expense.

²⁰ Professional Services - Item to pay for costs associated with talent services such as professional voice over work, acting and hosting fees, and potential production support.

²¹ Uniforms - Planned expenses for embroidered uniform items including several polo shirts and rain jackets. Will require a uniform policy to be established in coordination with Dare County Public Relations department.

INTERLOCAL SHARED USE AGREEMENT AMONG
THE TOWNS OF NAGS HEAD, MANTEO, KILL DEVIL HILLS,
SOUTHERN SHORES, KITTY HAWK, DUCK; THE
COUNTY OF DARE; THE DARE COUNTY BOARD OF EDUCATION; COLLEGE OF THE
ALBEMARLE; AND COASTAL STUDIES INSTITUTE - ECU
REGARDING THE GOVERNMENT AND EDUCATION
ACCESS CHANNELS

THIS INTERLOCAL AGREEMENT is made and entered into by The Towns of Nags Head, Manteo, Kill Devil Hills, Southern Shores, Kitty Hawk, Duck, North Carolina Municipal Corporations, (the "Municipalities"); The County of Dare (the "County") by and through their Boards of Commissioners; the Dare County Board of Education ("BOE"); College of The Albemarle ("COA"); and Coastal Studies Institute - ECU ("CSI") effective the 15th day of April, 2019, pursuant to Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes:

W I T N E S S E T H:

THAT WHEREAS, the Towns of Nags Head, Manteo, and Kill Devil Hills heretofore by a document entitled "Agreement for Shared Use of Government Access Channel Provided by Falcon Cable TV" (the "Agreement") which became effective April 5, 1995, upon its approval by the Towns of Nags Head, Manteo, and Kill Devil Hills, created a Government Access Channel Committee to operate and oversee the government access channel to be operated on the cable TV system;

Thereafter in or about April 1997, the County became a Participating Entity upon its request of January 1997 which was approved by the Towns of Nags Head, Manteo, and Kill Devil Hills;

Thereafter in or about March 2002, the Town of Southern Shores became a Participating Entity upon its request of February 2002 which was approved by the Towns of Nags Head, Manteo, Kill Devil Hills and the County; and

Thereafter in or about October 2002, the Town of Kitty Hawk became a Participating Entity upon its request of August 2002 which was approved by the Towns of Nags Head, Manteo, Kill Devil Hills, Southern Shores and the County; and

Thereafter in or about September 2004, the Town of Duck became a Participating Entity upon its request of July 2004 which was approved by the Towns of Nags Head, Manteo, Kill Devil Hills, Southern Shores, Kitty Hawk and the County; and

Thereafter in or about December 2008, the Dare County Board of Education became a Participating Entity by approval of the Towns of Nags Head, Manteo, Kill Devil Hills, Southern Shores, Kitty Hawk, Duck and Dare County; and

Thereafter in or about June 2011, College of The Albemarle and Coastal Studies Institute - ECU became Participating Entities by approval of the Dare County Board of Education and the Towns of Nags Head, Manteo, Kill Devil Hills, Southern Shores, Kitty Hawk, Duck and Dare County; and

AND, WHEREAS Municipalities and County have operated and utilized the Government Access Channel (“Government Channel”) pursuant to the Agreement and BOE and non-members COA and CSI have operated and utilized the Education Access Channel (“Education Channel”), upon addition of COA and CSI as members, all have recognized the need to more particularly set out the rights, duties, obligations and responsibilities of the Participating Entities, to update the procedures used to allocate usage of the Government and Education Channels, and to define the operations of the Government-Education Access Channels Committee (the “Committee”);

NOW THEREFORE, Municipalities, County, BOE, COA & CSI in consideration of the mutual rights, duties, obligations and responsibilities hereinafter set out; each agrees with the others as follows:

Section 1. Definitions.

- (a) Governmental Access Channel (Government Channel). A channel dedicated by the cable system to present programs of interest to the community on a non-commercial basis.
- (b) Education Channel (Education Channel). A channel dedicated by the cable system to be used by educational institutions to present programs of educational interest to the community on a non-commercial basis.
- (c) Lottery. Any device, scheme, plan, promotion, contest, or other program and/or presentation which involves directly or indirectly the elements of prize, chance, and consideration or any such device, scheme, plan promotion, contest, or any other program and/or presentation which is, has been, or may be declared a lottery under applicable local, state, or federal law.
- (d) Obscene or Indecent Material. Any material in a program and/or presentation which would subject the producer or supplier thereof to prosecution under local, state, or federal law for the production or presentation of obscene or indecent material.
- (e) Governmental Unit. Any body politic and corporate under North Carolina law and any agency of the State of North Carolina or Federal Government that is not eligible to become a Participating Entity.
- (f) Participating Entity. Nags Head, Manteo, Kill Devil Hills, Southern Shores, Kitty Hawk, Duck, Dare County, the BOE, COA, and CSI.

- (g) Local Government Entity. Nags Head, Manteo, Kill Devil Hills, Southern Shores, Kitty Hawk, Duck, and Dare County.
- (h) Educational Entity. The BOE, COA, and CSI.
- (i) Cable TV Operator. Falcon Cable, its successor Charter Communications and any successors thereto,

Section 2. Rights of Participating Entities.

- (a) Each Participating Local Government Entity shall be entitled to equal participation in the operation and use of the Government Channel.
- (b) Each Participating Educational Entity shall be entitled to equal participation in the operation and use of the Education Channel.
- (c) Each Participating Entity shall appoint one member as provided below (the “Member”) to act as its representative on the governing board, which shall be named The Government-Education Access Channels Committee (the “Committee”), and each designated representative to the Committee shall be entitled to one vote on all matters to be decided by the Committee
- (d) In the event of disagreement by Participating Local Government Entities on the operation of the Government Channel, or by Participating Educational Entities on the operation of the Education Channel, the Committee shall resolve any such disputes or disagreements. All decisions of the Committee shall be final.
- (e) All such decisions of the Committee shall be determined by majority vote; provided however that the Committee shall not have the power or authority to impose or create any financial obligation of any kind for any Participating Entity without the express written consent of the Participating Entity, which consent shall be deemed given upon the Participating Entities’ approval of the annual budget of the Committee.
- (f) The Cable Operator may participate in the meetings of the Committee upon its request approved by the Chairperson of the Committee, or at the invitation of the Committee, for the purpose of advising and assisting as needed. The Cable Operator shall not have any voting rights at such meeting.

Section 3. The Government-Education Access Channels Committee (the “Committee”).

- (a) From time to time, each Local Government Entity shall designate one of its elected officials to serve as its representative (the “Member”) on the Committee and shall advise the other Participating Entities of the Member selected. From time to time, each Educational Entity shall designate a representative to serve as its representative

- on the Committee (the “Member”) and shall advise the other Participating Entities of the member selected.
- (b) The meetings of the Committee shall be scheduled by the Committee but shall be held at least semiannually.
 - (c) At the first meeting each calendar year, the Members of the Committee shall elect a Chairperson, who shall be responsible for convening and conducting meetings of the Committee, as well as conducting other actions of the Committee. No Member shall serve as Chairperson twice until all other members have either served as Chairperson or have declined to serve as Chairperson.
 - (d) The Committee shall take such steps as it deems necessary and appropriate in order to fulfill its responsibilities and conduct its business, including election or appointment of any other officers or committees, designation of individuals or organizations to perform functions on its behalf, adoption of rules and policies for the conduct of the Committee and operation of the Government Channel and the Education Channel, or other similar actions.
 - (e) Subject to the terms and conditions of this Shared Use Agreement, the Committee shall be responsible for supervising and directing the operations of the Government Channel and the Education Channel.

Section 4. Operation and Use of Government and Education Channels.

- (a) In accordance with the Franchise Agreement, the Cable TV Operator agreed to furnish the facilities and equipment for operation of the Government and Education Channels. The Cable TV Operator has agreed to provide space to house the equipment and to provide electricity and local telephone service. The Cable TV Operator has also agreed to provide normal maintenance of the equipment as well as technical and consulting assistance to the Committee in the operation of the Government and Education Channels.
- (b) The Participating Entities shall be responsible for furnishing all support needed for the operation of the Government and Education Channels, or other items necessary for the operation of the Government and Education Channels, which is not provided by the Cable TV Operator. Unless otherwise agreed in writing, all such expenses and obligations shall be shared equally by the Participating Entities and shall be administered in accordance with North Carolina law and in accordance with rules established by the committee in accordance with this Shared Use Agreement. In no event shall any Participating Entity have any financial obligation of any kind without its expressed consent, which consent shall be deemed given by the Participating Entities’ approval of the annual budget of the Committee.

- (c) The Committee shall adopt a Standard Operating Procedure (SOP), which will conform and comply with this Agreement and set out guidelines for the channels' day-to-day operations.
- (d) The Committee will maintain complete records in accordance with North Carolina Public Records Law (Chapter 132 of the N. C. General Statutes). Copies of materials in the public file shall be available for reproduction upon request, providing the requesting party pays the cost of reproduction.
- (e) In the event of an activation of the Dare County Emergency Operations Center, all programming on the Government Channel and the Educational Channel may be preempted for emergency programming and information as may be deemed necessary by the Dare County Control Group or the Dare County Director of Emergency Operations.

Section 5. Regulations.

- (a) The Government Channel and/or the Education Channel, respectively, may be available upon approval by the Committee for non-commercial use by Governmental Units who are not Local Government Entities and by educational institutions who are not Educational Entities, upon the filing of an appropriate request in accordance with Section 3 and consistent with the availability of the channel and staff at the time of and for the duration requested. The Committee, or its designated representative, reserves the right to pre-empt programs due to staffing constraints, and adjust these regulations when deemed necessary.
- (b) The presentation of advertising material designed to promote the sale of commercial products or services or the solicitation of funds (including advertising by or on behalf of legally qualified candidates for public office) by users authorized by the Committee is prohibited.
- (c) These channels shall not be used to present any obscene or indecent matter, or content deemed objectionable as judged by community standards.
- (d) These channels shall not be used to present any information, which directly or indirectly concerns a lottery as defined in Section 1c above.
- (e) These channels may not be used for political purposes.

Section 6. Fiscal Procedures.

- (a) On or before the last day of February annually, the Committee shall submit to the governing boards of Participating Entities a recommended annual budget prepared pursuant to N.C.G.S. 160A-462, meeting all applicable requirements of the Local Government Finance Act and in accordance with the following:
1. Proposed budget expenditures, including expenditures from the fund heretofore established (“Gov-Ed TV Fund”) for Government Channel and Education Channel and funded by the parties and by funds received from the State of North Carolina in lieu of franchise fees from the cable provider, shall only be made for and are limited to the acquisition, installation and maintenance of hardware, software and supplies used solely for broadcasting on the Government and Education Channels and for the archiving of broadcast materials and records. Expenditures may be made for production equipment, operating expenses, software, materials, salaries, costs or fees, or anything related to the production of broadcast materials. In addition, expenditures may be made for technological applications including, but not limited to, online streaming video of Government and Education Channel broadcasts. Any expenditures must be approved by the Committee and the governing boards of the Participating Entities, which approval shall be deemed given by the Participating Entities’ approval of the annual budget of the Committee. Notwithstanding the foregoing, Gov-Ed TV Fund revenue may be used to construct, equip, maintain and improve a broadcast studio for use by the Participating Communities. Notwithstanding the foregoing, no expenditures shall be made to pay any direct costs or expenses associated with the recording and/or broadcasting of the Council, Commissioner or Board meetings of any Participating Entity.
 2. Committee, at its discretion, may establish a Local Programming Development Initiative (“LPDI”) from Gov-Ed TV Fund to promote additional programming by Participating Entities on Government Channel and Education Channel. Committee or its designated representative(s) will establish LPDI process and criteria for Participating Entities.
 3. The unexpended and unobligated surplus of the Gov-Ed TV Fund shall be the primary source of monies with which to fund the proposed budget expenditures. In the event the funds on hand (unexpended and unobligated surplus) are insufficient to meet the budget request, the proposed budget shall allocate the difference among the Participating Entities in the ratio of the usage time of the Channel by each during the next preceding completed fiscal year, i.e. the fiscal year immediately prior to the year in which the budget is being prepared excluding, however, usage of the bulletin board and scrolls from the computation of usage of the channel by the participating

communities. Except, however, for any entity that did not use the Channels during the preceding fiscal year due to suspension or not having been a Participating Entity, the allocation for that entity shall be a fraction of the total funding request with no reduction by the amount of the unexpended and unobligated surplus in which the numerator is one (1) and the denominator is the number of participating entities anticipated for the new fiscal year.

4. Each of the Participating Entities shall consider the proposed Government-Education Access Channels Committee budget in its budget process. In the event any Participating Entity indicates its intent to deny, change, amend, reduce, increase or in any way alter the proposed budget, including its *pro rata* share of the funding request, the Committee shall attempt to reconcile the budget request with and among the Participating Entities.
5. Upon completion of attempts to reconcile the budget, the Committee shall submit an amended budget request to each of the Participating Entities by April 30 of each year. Failure or refusal of any Participating Entity to adopt and ratify the proposed amended budget request, including the requested contribution of funds, shall result in a suspension of that Entity's right to utilize the Channels during the fiscal year for which the budget is requested.
6. If any Participating Entity fails or refuses to adopt the amended budget request, the Committee shall prepare a second amended budget request that reallocates the funding request using the formula in paragraph 3 above among the Participating Entities that adopted the amended budget request. If any Participating Entity has adopted its own budget prior to the receipt of the seconded amended budget request, that Entity shall process the request following its usual procedure for budget amendments.
7. A permanently withdrawn Entity pursuant to Section 10 of the Agreement shall not be entitled to any portion of the unobligated and unexpended funds remaining on deposit in the Gov-Ed TV Fund.
8. All funds received for use by the Committee in the operation of the Government Channel and the Education Channel shall be deposited in an Gov-Ed TV Fund account held and administered by Dare County solely for the purposes and upon the terms set forth in this agreement. Any Participating Entity shall have the right at any time to request a copy of the account, including a record of all receipts and expenditures.
9. All funds received by a Participating Entity from the State of North Carolina as a part of the franchise fee reimbursement program shall be deposited into the Gov-Ed TV Fund account set forth in Paragraph 8 above to be used solely

for the purposes and upon the terms set forth in this agreement or as may be required by the State of North Carolina.

10. No employees shall be hired without the consent of the Committee and the Participating Entities' approval of the budget which includes the costs associated with such employee or employees. Applicants for any position to be hired shall be through the Dare County Human Resources Department and shall comply with all requirements thereof. The Dare County Manager shall hire the employee with the advice and consent of the Committee and shall not hire a person that both the Committee and the Manager have not approved. A subcommittee designated by the Committee shall be appointed to participate in the interviews and hiring process. In the event the Dare County Manager and the Committee cannot agree on the person to be hired, no person shall be hired. In the event that an employee is hired, the employee shall be an employee of Dare County. Dare County shall be reimbursed all costs and expenses associated with such employee or employees by the Committee. As an employee of Dare County such employees shall be governed by all rules of employment as from time to time may be established by Dare County, shall be supervised by Dare County as directed by the County Manager, and may be disciplined and/ or terminated by the Dare County Manager as provided in the Dare County employment policies in effect at the time of such discipline or termination.
11. The Committee may approve transfer amounts between objects of expenditure in the annual budget without limitation and without a report or approval of the Boards of participating entities as long as there is no effect on the total annual operating budget. In addition, the Committee may authorize transfer amounts from the Contingency appropriation to objects of expenditure as needed.

Section 7. Content and Indemnification.

- (a) Content. The Participating Entities shall have complete responsibility for the content of the programming on the Government Channel and Education Channel. The programming shall comply with all applicable laws, rules and regulations of the FCC. The programming shall not contain any material which is libelous, slanderous, obscene, or otherwise unprotected by the United States Constitution, and will not, when transmitted by the Cable Operator, subject the cable Operator to any liability of any kind or violate any legal requirement, or infringe upon or give rise to any adverse claim with respect to any right of any person or entity.
- (b) Indemnification. Each Participating Entity and/or any governmental or educational unit will at all times indemnify and hold harmless Committee and its members; all Government Channel and Educational Channel employees and volunteers; and other Participating Entities, their elected officials, employees, agenda and licensees from and against any and all claims, judgments, damages, losses, costs and expenses,

including programming of the Government and Education Channels arising from their use of the Government and Education Channels.

Section 8. Programming

- (a) The Local Government Entities may use the Government Channel and the Educational Entities may use the Education Channel for any lawful, nonprofit purpose for the benefit of the citizens in this area, including distribution of educational, governmental, informational, or other public interest programming by units of government. No commercial activity, commercial advertising or other programming for which payment is made shall be permitted. It is further agreed that the Government Channel and the Education Channel cannot be used for political advertising, for programming supporting or opposing any candidate for office, or for other political programming or political purpose with the exception that each Participating Entity may use the Government Channel to air up to four times a candidate forum sponsored by the Participating Entity with candidates in an election for the Participating Entity's jurisdiction and during the Participating Entities election cycle. It is further agreed that if a candidate is seeking an elected office that represents Dare County directly even if the office is a state office, a candidate forum could be sponsored by any of the Participating Entities and aired up to four times.

In order for a forum to be sponsored and broadcast on the Government Channel, no Participating Entity may use LDPI funding to produce a Candidate Forum. Forums must be funded by a neutral third party or a sponsoring municipality/county. Notwithstanding the foregoing, elected officials and employees of the parties to this Agreement may appear on the Government and Education Channels in the performance of their duties in the normal course of business.

- (b) Programming shall be determined by the Committee, or its designated representative(s), in accordance with its rules, Standard Operating Procedures, and this Shared Use Agreement, and may include meetings of government boards and governmental units, and other governmental and educational programming from outside sources, including but not limited to The Open Public Events Network (OpenNet), the Department of Travel and Tourism, and other governmental and educational units.
- (c) The Government Channel and Education Channel programming will include the Bulletin Board as a regular feature, which may carry information:
- (1) Government or Educational Events
 - (2) Scheduling announcements for Government or Education Channel

- (3) Announcements by Participating Entities
- (4) Announcements for other communities that become participants in this Shared Use Agreement.
- (5) Announcements for other Governmental or Educational Units

Section 9. Scheduling.

- (a) Each Local Governmental Entity shall be entitled to an equal share of the time available for programming on the Government Channel and the Committee shall establish rules and procedures for scheduling programming to guarantee equal opportunity and access for each Local Governmental Entity, which shall include a fair and equitable rotation of the most desirable time periods. Any disputes or conflicts regarding scheduling may be brought before the Committee by any Participating Entity for resolution. The decision of the Committee on such matters shall be final.
- (b) Each Educational Entity shall be entitled to an equal share of the time available for programming on the Educational Channel and the Committee shall establish rules and procedures for scheduling programming to guarantee equal opportunity and access for each Educational Entity, which shall include a fair and equitable rotation of the most desirable time periods. Any disputes or conflicts regarding scheduling may be brought before the Committee by any Participating Entity for resolution. The decision of the Committee on such matters shall be final.
- (c) The Committee, or its designated representative(s), shall have the power to establish a comprehensive general schedule for the Government Channel and Education Channel, specifying the time for Bulletin Board announcements, programming by the Participating Entities, programming from other governmental and educational units and the amounts of time to be allotted to each. The Committee, or its designated representative(s), shall be responsible for ensuring the maximum use of the Government Channel and Education Channel for their intended purposes and shall have the authority to make rules allowing unused time allotted to a Participating Entity to be used for other appropriate purposes. Any disputes or conflicts regarding scheduling may be brought before the Committee by any Participating Entity for resolution. The decision of the Committee on such matters shall be final.

Section 10. Addition and Withdrawal of Participating Entities

Other Dare County incorporated towns or other educational institutions served by the Cable Operator may be permitted to become participants in this Shared Use Agreement on such terms and conditions as may negotiated between the Participating Entities and the requesting party. At any time, any Participating Entity may withdraw and shall be relieved of any further obligations under this agreement; provided however that a

withdrawing Participating Entity shall remain obligated in all respects for the period of its participation prior to the effective date of withdrawal and for the budgeted obligations of the Committee for the remainder of the fiscal year of withdrawal. In the event this Shared Use Agreement is terminated by all parties, any funds on deposit for operation of the Government and Education Channels shall be first used to pay all existing expenses and obligations, then to pay all obligated budget items. Upon payment of such sums, the remaining balance will revert to the Participating Entities equally. In the event that any party or parties (but not all parties) shall withdraw from the terms of this agreement, such withdrawing entity shall not be entitled to reimbursement or return of any funds and all such funds on deposit with the Committee shall be deemed forfeited to the Committee by the withdrawing entity. Similarly, a withdrawing entity shall have no claim or right to any equipment or other assets of the Committee or any share thereof.

Section 11. Amendments, Modifications and Notices.

This Shared Use Agreement may be amended, modified or terminated at any time by affirmative vote equal to or greater than two thirds of the Participating Entities. Further, any party may withdraw from this agreement by the giving of a ninety (90) day notice, in writing, by the terminating party and addressed to the non-withdrawing parties. Said notice shall designate the effective date of withdrawal.

Section 12. Effective Date.

This Shared Use Agreement shall become effective on the latest date that all parties hereto ratify this agreement by a resolution of the governing board of each and the resolution is spread upon the minutes of each of said boards. Upon ratification, this agreement shall continue and be effective for ten (10) calendar years, expiring on the last day of the one hundred twenty first (121st) month following ratification unless extended by written agreement of the then participating governments.

IN TESTIMONY WHEREOF The Participating Entities have caused this instrument to be executed in their names and behalf by their Mayors, attested by their Clerks, and their corporate seal affixed hereto, all as the acts and deeds of the Municipalities pursuant to a resolution of their Boards of Commissioners adopted at duly assembled meetings thereof as indicated below; and The County of Dare has caused this instrument to be executed in its name and behalf by its Chairperson, attested by the Clerk to the Board and its seal affixed hereto, all as the act and deed of its Board of Commissioners, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto; The Dare County Board of Education has caused this instrument to be executed in its name and behalf by its Chairperson, attested by the Secretary to the Board and its seal affixed hereto, all as the act and deed of its Board, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto; College of The Albemarle has caused this instrument

to be executed in its name and behalf by its Chairperson, attested by the Secretary to the Board and its seal affixed hereto, all as the act and deed of its Board, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto; and Coastal Studies Institute - ECU has caused this instrument to be executed in its name and behalf by its President, and its seal affixed hereto, all as the act and deed of its institution, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto.

Adopted by the Town Council of the Town of Duck, North Carolina, this the 4th day of March, 2019.

Town of Duck, North Carolina

(Corporate Seal)

By: _____
Mayor

Attest:

Town Clerk

Adopted by the Town Council of the Town of Southern Shores, North Carolina, this the 3rd day of March, 2019.

Town of Southern Shores, North Carolina

(Corporate Seal)

By: _____

Mayor

Attest:

Town Clerk

Adopted by the Town Council of the Town of Kitty Hawk, North Carolina, this the 7th day of April, 2019.

Town of Kitty Hawk, North Carolina

(Corporate Seal)

By: _____

Mayor

Attest:

Town Clerk

Adopted by the Board of Commissioners of the Town of Kill Devil Hills, North Carolina, this the 2nd day of March, 2019.

Town of Kill Devil Hills, North Carolina

(Corporate Seal)

By: _____

Mayor

Attest:

Town Clerk

Adopted by the Board of Commissioners of the Town of Nags Head, North Carolina, this the 1st day of April, 2019.

Town of Nags Head, North Carolina

(Corporate Seal)

By: _____
Mayor

Attest:

Town Clerk

Adopted by the Board of Commissioners of the Town of Manteo, North Carolina, this the 1st day of April, 2019.

Town of Manteo, North Carolina

(Corporate Seal)

By: _____
Mayor

Attest:

Town Clerk

Adopted by the Board of Commissioners of the County of Dare, North Carolina, this the 6th day of April, 2019.

County of Dare, North Carolina

(Corporate Seal)

By: _____

Robert Woodard, Chairperson

Attest:

Gary L. Gross, Clerk to the Board

Adopted by the Dare County Board of Education, this the 10th day of March, 2019.

Dare County Board of Education

(Corporate Seal)

By: _____
Chairperson

Attest:

Secretary to the Board

Adopted by College of The Albemarle, this the 14th day of April, 2019.

College of The Albemarle

(Corporate Seal)

By: _____

Attest:

Secretary to the Board

Adopted by the Coastal Studies Institute - ECU, this the 1st day of March, 2019.

Coastal Studies Institute - ECU

(Corporate Seal)

By: _____

Attest:

STANDARD OPERATING PROCEDURES
GOVERNMENT ACCESS CHANNEL AND EDUCATIONAL ACCESS CHANNEL

ADDENDUM

Purpose: The purpose of this SOP Addendum is to provide guidelines and standards for Government Channel and Education Channel programming which may be inconsistent with the Interlocal Shared Use Agreement’s prohibition against political programming, and public perception that certain types of programs may be aired for political purposes, regardless of content, and which may provide an unfair advantage to certain candidates for political office. Notwithstanding any of the provisions of Section 1 or 2 below, elected officials and employees of the parties to this Agreement may appear on the Government and Education Channels in the performance of their duties in the normal course of business. To this end, the following policy and procedures are hereby adopted as an Addendum to the Standard Operating Procedures by the Government-Education Access Channels Committee (“Committee”):

Section 1. Government Employee Candidate programming prohibited.

If an employee of a unit of local Governmental Unit within Dare County or employee of any Education Unit becomes a declared candidate for any public office, that employee may not be featured in any program aired on the Government Channel and/or Education Channel for so long as the employee is a declared candidate.

Section 2. Definitions

For purposes of the SOP Addendum, the following definitions shall apply:

- (a) Administrator. Administrator shall include the Dare County Public Information Officer or any other employee or individual so designated by the Committee as being responsible for ensuring operations of the Government Channel and Education Channel consistent with the Interlocal Shared Use Agreement, the SOP, and all other applicable laws and regulations
- (b) Employee. Employee shall include any part-time or full-time employee of a unit of local government in Dare County, (including, but not limited to, any incorporated municipality within Dare County, Dare County Government), the Dare County Public School System, College of The Albemarle, and/or the Coastal Studies Institute - ECU.
- (c) Featured. Featured shall be defined as the employee’s name, likeness, or visual image being displayed or incorporated as a prominent part or characteristic of the program. This definition shall not apply to:
 - i. An audio reproduction of the employee’s voice as long as the employee is not identified by name, title or position;

- ii. Video replays of regularly scheduled meetings of a governing body during which an employee may appear in the normal course of the employee's official duties.

- (d) Program. Program shall include any programs aired on the Government Channel and/or Education Channel, regardless of the particular mode, medium, or format in which the program is produced (i.e. still presentation, video, interview, etc.), and regardless of the content of the program.

Section 3. Enforcement; administration

If the Administrator has reason to believe, or if a complaint is received alleging that a program airing on the Government Channel and/or Education Channel violates this SOP Addendum, the following procedure shall be utilized to ensure full compliance with this SOP Addendum:

- (a) The Administrator shall contact by phone and email the designated representative of the Participating Entity which sponsored the program to advise the Participating Entity of the potential violation and request that a determination be made and appropriate action be taken by the Participating Entity.

- (b) The Participating Entity shall respond by phone and email to the Administrator, or take action on the request, within twenty-four (24) hours of being contacted by the Administrator.

- (c) If the Participating Entity does not remove the program within twenty-four (24) hours of being advised of the potential violation, or otherwise does not respond within this same time to the Administrator, the Administrator shall contact the Committee Chairperson (or Vice-Chairperson if the Chairperson is not available) by phone and email and advise him/her of the matter.

- (d) Upon being so advised by the Administrator, the Committee Chairperson (or, in his/her absence, the Vice-Chairperson) shall review the potentially violating program within forty-eight (48) hours and determine whether he/she is of the opinion that the program violates this SOP Addendum.
 - i. If the Chairperson (or, in his/her absence, the Vice-Chairperson) determines that the program does not violate this SOP Addendum, the Participating Entity shall be so notified by phone and email, and the program shall remain airing on the Government Channel and/or Education Channel during the Participating Entity's normal program time.

- ii. If the Chairperson (or, in his/her absence, the Vice-Chairperson) determines that the program does violate this SOP Addendum, the program shall be temporarily removed from the Government Channel and/or Education Channel, and the Chairperson (or, in his/her absence, the Vice-Chairperson) shall convene an emergency meeting of the Committee within ten (10) days of the date on which the violating program was removed from the Government Channel and/or Education Channel. If the Committee determines that the program violates this SOP Addendum, the program shall not be replayed on the Government Channel and/or Education Channel for so long as the featured employee is a candidate for public office. If the Committee determines that the program does not violate this SOP Addendum, the program shall be immediately reinstated on the Government Channel and/or Education Channel during the Participating Entity's normal program time. Votes by the Committee on the question of whether a program violates this SOP Addendum made during emergency meetings called pursuant to this provision shall be determined by a 2/3 majority of those present at the meeting.

IN TESTIMONY WHEREOF The Participating Entities have caused this instrument to be executed in their names and behalf by their Mayors, attested by their Clerks, and their corporate seal affixed hereto, all as the acts and deeds of the Municipalities pursuant to a resolution of their Boards of Commissioners adopted at duly assembled meetings thereof as indicated below; and The County of Dare has caused this instrument to be executed in its name and behalf by its Chairperson, attested by the Clerk to the Board and its seal affixed hereto, all as the act and deed of its Board of Commissioners, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto; The Dare County Board of Education has caused this instrument to be executed in its name and behalf by its Chairperson, attested by the Secretary to the Board and its seal affixed hereto, all as the act and deed of its Board, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto; College of The Albemarle has caused this instrument to be executed in its name and behalf by its Chairperson, attested by the Secretary to the Board and its seal affixed hereto, all as the act and deed of its Board, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto; and Coastal Studies Institute - ECU has caused this instrument to be executed in its name and behalf by its President, and its seal affixed hereto, all as the act and deed of its institution, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto.

Adopted by the Town Council of the Town of Duck, North Carolina, this the 4th day of March, 2019.

Town of Duck, North Carolina

(Corporate Seal)

By: _____
Mayor

Attest:

Town Clerk

Adopted by the Town Council of the Town of Southern Shores, North Carolina, this the 3rd day of March, 2019.

Town of Southern Shores, North Carolina

(Corporate Seal)

By: _____

Mayor

Attest:

Town Clerk

Adopted by the Town Council of the Town of Kitty Hawk, North Carolina, this the 7th day of April, 2019.

Town of Kitty Hawk, North Carolina

(Corporate Seal)

By: _____
Mayor

Attest:

Town Clerk

Adopted by the Board of Commissioners of the Town of Kill Devil Hills, North Carolina, this the 2nd day of March, 2019.

Town of Kill Devil Hills, North Carolina

(Corporate Seal)

By: _____

Mayor

Attest:

Town Clerk

Adopted by the Board of Commissioners of the Town of Nags Head, North Carolina, this the 1st day of April, 2019.

Town of Nags Head, North Carolina

(Corporate Seal)

By: _____
Mayor

Attest:

Town Clerk

Adopted by the Board of Commissioners of the Town of Manteo, North Carolina, this the 1st day of April, 2019.

Town of Manteo, North Carolina

(Corporate Seal)

By: _____
Mayor

Attest:

Town Clerk

Adopted by the Board of Commissioners of the County of Dare, North Carolina, this the 6th day of April, 2019.

County of Dare, North Carolina

(Corporate Seal)

By: _____

Robert Woodard, Chairperson

Attest:

Gary L. Gross, Clerk to the Board

Adopted by the Dare County Board of Education, this the 10th day of March, 2019.

Dare County Board of Education

(Corporate Seal)

By: _____
Chairperson

Attest:

Secretary to the Board

Adopted by College of The Albemarle, this the 14th day of April, 2019.

College of The Albemarle

(Corporate Seal)

By: _____

Attest:

Secretary to the Board

Adopted by the Coastal Studies Institute - ECU, this the 1st day of March, 2019.

Coastal Studies Institute - ECU

(Corporate Seal)

By: _____

Attest:



Jail Inmate Telephone Contract Extension

Description

The Dare County Detention Center is requesting a 36 month extension of the existing agreement with Securus which provides telephone service to Jail inmates. The amendment also provides for two optional one year extensions and increases the commission paid to dare County for inmate telephone calls.

Board Action Requested

Approval of the Third Amendment to the Master Services Agreement between Securus and Dare County

Item Presenter

Allen Moran

**THIRD AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by either party ("Third Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Dare County Sheriff's Office ("you" or "Customer") dated April 21, 2014, as subsequently amended (collectively, the "Agreement").

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the Third Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- Term. This Third Amendment shall commence on the Third Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended by an additional 36 months, with a modified end date that is 36 months from the Third Amendment Effective Date. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, the Agreement will automatically renew for up to two periods of 12 months each. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
- Commission Percentage Change. As of the Third Amendment Effective Date, the FACILITIES AND RELATED SPECIFICATIONS chart on page 5 of the Agreement is deleted in its entirety and replaced with the following:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Dare County Detention Center 1044 Driftwood Drive Manteo, NC 27954	SCP	53%*	Gross Revenues	--SAME--

Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes.

***Notwithstanding anything to the contrary contained in the Agreement, no commission will be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).**

- Debit Commission Percentage Change. As of the Third Amendment Effective Date, the FACILITIES AND RELATED SPECIFICATIONS chart on page 1 of the Second Amendment of the Agreement is deleted in its entirety and replaced with the following:

Facility Name and Address	Debit Commission Percentage
Dare County Detention Center 1044 Driftwood Drive Manteo, NC 27954	53%*

Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes.

***Notwithstanding anything to the contrary contained in the Agreement, no commission will be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).**

4. Private Number Designation. We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.

5. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:

Payment Address:

4000 International Parkway
Carrollton, Texas 75007
Attention: General Counsel
Phone: (972) 277-0335

4000 International Parkway
Carrollton, Texas 75007
Attention: Accounts Payable
Phone: (972) 277-0335

6. Except as expressly amended by this Third Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Third Amendment Effective Date.

<u>CUSTOMER:</u> Dare County Sheriff's Office By: _____ Name: _____ Title: _____ Date: _____	<u>PROVIDER:</u> Securus Technologies, Inc. By: _____ Name: Robert E. Pickens Title: President and Chief Executive Officer Date: _____
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Please return signed contract to:

**4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300**

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

Sally DeToome 02/18/2019



Master Services Agreement
DARE COUNTY DETENTION CENTER (NC)
A003940

This Master Services Agreement (this "Agreement") is by and between Dare County Sheriff's Office ("you" or "Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the last date signed by either party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement and the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Applications. This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.

2. Use of Applications. You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) at all existing and future correctional facilities under the authority of Customer in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.

3. Compensation. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.

4. Term. The obligations of the parties shall be effective as of the Effective Date, but the "Initial Term" shall begin 120 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and shall end on the date that is thirty-six (36) months thereafter. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

5. Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

6. Software License. We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

RECEIVED
RC4-15-14

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection.

10. Claims. To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Customer agrees to indemnify the Provider against any and all Claims arising out of or related to instruction Provider receives from the Customer.

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the use of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE LIMITS OF OUR INSURANCE COVERAGE, WHICH SHALL NOT BE LESS THAN THE COVERAGE SET FORTH IN PARAGRAPH 11.

14. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

16. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

17. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

18. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

[SIGNATURES NEXT PAGE]

EXECUTED as of the Effective Date.

CUSTOMER:

Dare County Sheriff's Office

By: _____



Name: _____

Title: _____

Date: _____

Customer's Notice Address and Phone Number:

1044 Driftwood Drive P.O. BOX 2179
Manteo, NC 27954

Phone: 252-475-9220

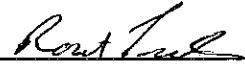
"This instrument has been preaudited in the
manner required by the Local Government
Budget and Fiscal Control Act."

Sally DeRose 3/25/14

PROVIDER:

Securus Technologies, Inc.

By: _____



Name: Robert Pickens

Title: Chief Operating Officer

Date: _____

4/21/14

Provider's Notice Address:

14651 Dallas Parkway, Suite 600
Dallas, Texas 75254
Attention: General Counsel

Phone: (972) 277-0300

Provider's Payment Address:

14651 Dallas Parkway, Suite 600
Dallas, Texas 75254
Attention: Accounts Receivable

Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

Schedule
DARE COUNTY DETENTION CENTER (NC)
A003940

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and Dare County Sheriff's Office ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect calls (except for interstate calls as of the date set forth below) placed from the Facilities as specified in the chart below. "Gross Revenues" shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the chart below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commissions Payment Address
Dare County Detention Center 1044 Driftwood Drive Manteo, NC 27954	SCP	52.3*%	Gross Revenues	--SAME--

*The designated Commission percentage is contingent upon Customer's implementation of all products and payment methods described herein within ninety (90) days of the Effective Date (unless actions of Provider render such implementation within that timeframe impossible, in which case such implementation will be effected as soon as reasonably practicable). Should the Customer fail to implement all such products and payment methods within ninety (90) days of the Effective Date, the commission percentage is subject to renegotiation.

*Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"). Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

WORKSTATION REQUIREMENTS	
Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Internet Explorer 8 or newer
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive
Display	Super VGA (1,024 x 768) or higher resolution video adapter
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	High speed internet access (dial up is not supported)
Installed Software	Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility

*XP Media center edition not supported

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer / desktop / laptop / terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATIONS(S)*.

1. **Outage Report; Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. **Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

Priority 1	30% or more of the functionality of the System is adversely affected by the System Event.
Priority 2	5% - 29% of the functionality of the System is adversely affected by the System Event.
Priority 3	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. **Response Times.** After receipt of notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. **Response Process.** In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a technician will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives are available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website www.securustech.net, by email at CustomerService@Securustech.net, and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

INSTANT PAY™ PROGRAM

DESCRIPTION

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

COMPENSATION

Pay Now™. Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate the Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

Text2Connect™. Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay the Customer a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

PREPAID CALLING CARDS

DESCRIPTION:

Upon receipt of your written request, we will provide you with inmate Prepaid Calling Cards for resale to inmates at the Facilities specified in the chart below. Prepaid Calling Cards are not returnable or refundable; all sales are final. Each Prepaid Calling Cards will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third-party commissary operator ("Commissary Operator") for the sole purpose of selling Prepaid Calling Cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for Prepaid Calling Cards sold to Commissary Operator on your behalf.

TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Provider will invoice Customer for each order of Prepaid Calling Cards. Customer agrees to pay the invoice within thirty (30) days, including all applicable sales taxes and other regulatory charges. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer will be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes on Customer invoices for Prepaid Calling Cards purchases.

COMPENSATION:

The face value of the Cards less the applicable percentage specified in the chart below plus any applicable sales tax and shipping charges shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the Cards plus any accrued interest from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless Customer provides us a valid reseller's certificate before the time of sale.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
Dare County Detention Center 1044 Driftwood Drive Manteo, NC 27954	55%

CALLING RATES

Provider will charge rates that are in compliance with state and federal regulatory requirements. The parties both agree that the calling rates shall be as follows:

Collect:

	<u>Per Call</u>	<u>1st Minute</u>	<u>Add'l Minute</u>
Local	\$1.7000	-	-
IntraLATA/Intrastate	\$2.2500	\$0.2400	\$0.2400
InterLATA/Intrastate	\$2.2500	\$0.2400	\$0.2400
InterLATA/Interstate	\$0.0000	\$0.2500	\$0.2500
IntraLATA/Interstate	\$0.0000	\$0.2500	\$0.2500

Plus applicable taxes and other government fees; international rates, if applicable will vary by country.

Prepaid Collect and Prepaid Calling Cards:

	<u>Per Call</u>	<u>1st Minute</u>	<u>Add'l Minute</u>
Local	\$1.7000	-	-
IntraLATA/Intrastate	\$2.2500	\$0.2400	\$0.2400
InterLATA/Intrastate	\$2.2500	\$0.2400	\$0.2400
InterLATA/Interstate	\$0.0000	\$0.2100	\$0.2100
IntraLATA/Interstate	\$0.0000	\$0.2100	\$0.2100

Plus applicable taxes and other government fees; international rates, if applicable will vary by country.

The calling rates may be increased upon mutual agreement by the parties as reflected in a signed Amendment to this Agreement. Further, to the extent rates may be subsequently reduced either upon request of Customer or as mandated by law or regulatory agency order during the Term of this Agreement, Customer and Provider agree to work cooperatively to agree upon a corresponding reduction in Customer's commission payments to neutralize any adverse impact caused to Provider as a result of any such rate and/or fee reduction.

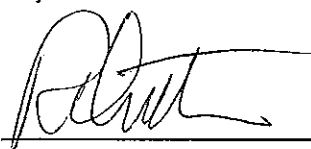
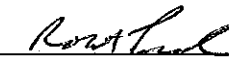
Exhibit A: Customer Statement of Work
DARE COUNTY DETENTION CENTER (NC)
A003940

This **Customer Statement of Work** is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and Dare County Sheriff's Office ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, free calls from booking (limited to 3 minutes each), and storage for 1 Year / Purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> Dare County Sheriff's Office</p> <p>By: </p> <p>Name: <u>ROBERT OUTTEN</u></p> <p>Title: <u>COUNTY MANAGER</u></p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: </p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p>
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

Sally DeRoos 3/25/14



T-Mobile water tower Lease

Description

An amendment to adjust terms for T-Mobile lease of the Duck water tower.

Board Action Requested

Approval of the amendment

Item Presenter

Matthew Hester - IT Director

**SECOND AMENDMENT TO LICENSE AGREEMENT FOR PLACEMENT OF RADIO
COMMUNICATION EQUIPMENT UPON DARE COUNTY-OWNED TOWERS**

This Second Amendment to License Agreement for Placement of Radio Communication Equipment Upon Dare County-Owned Towers (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between County of Dare, a body politic ("**County**") and T-Mobile Northeast LLC, a Delaware limited liability company ("**Licensee**") (collectively, the "**Parties**").

County and Licensee (or their predecessors-in-interest) entered into that certain License Agreement for Placement of Radio Communication Equipment upon Dare County-Owned Towers dated April 18, 2016, as amended by First Amendment to License Agreement for Placement of Radio Communication Equipment upon Dare County Water Towers dated April 18, 2016 (collectively, the "**Agreement**") regarding the premises located at 1230 Highway 12, Duck, NC 27949 (the "**Premises**"), and

County and Licensee desire to amend the Agreement on the terms and conditions set forth herein.

NOW, for good and valuable consideration, County and Licensee agree as follows:

1. Rent.

a. Starting on the New Commencement Date, Licensee shall pay County Two Thousand Seven Hundred and 00/100 Dollars (\$2,700.00) per month ("**Rent**") in advance, by the fifth (5th) day of each month. Where duplicate Rent would occur, a credit shall be taken by Licensee for any prepayment of Rent by Licensee.

b. Rent shall be increased every five years as identified in the table below. This Rent adjustment shall supersede and replace any prior Rent adjustments.

Date	Rent Per Month
June 1, 2019 – May 31, 2024	\$2,700.00
June 1, 2024 – May 31, 2029	\$2,902.50
June 1, 2029 – May 31, 2034	\$3,120.19
June 1, 2034 – May 31, 2039	\$3,354.20
June 1, 2039 – May 31, 2041	\$3,605.77

2. Renewal Terms.

a. The Parties hereby wish to supersede and replace the term and any renewal terms of the Agreement. Now, the new initial term of the Agreement shall be seven (7) years commencing on June 1, 2019 (the "**New Commencement Date**") and ending on the day

immediately preceding the seventh (7th) anniversary of the New Commencement Date (the "**New Initial Term**"). The New Initial Term, together with any Renewal Terms are referred to collectively as the "**Term**".

b. The New Initial Term shall automatically renew for three (3) successive renewal terms of five (5) years each (each a "**Renewal Term**"), unless Licensee notifies County in writing of Licensee's intention not to extend the Agreement at least thirty (30) days prior to the expiration of the New Initial Term or any Renewal Term.

3. **Memorandum of Agreement.** County will execute a Memorandum of Agreement at Licensee's request. If the Property is encumbered by a deed, mortgage or other security interest, County will also execute a subordination, non-disturbance and attornment agreement.

4. **Notice.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. County or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Licensee:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/VA60765A

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

5. **Miscellaneous.**

a. Any charges payable under this Agreement other than Rent shall be billed by County to Licensee within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by County.

b. County and Licensee will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.

c. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall control. Unless otherwise defined herein, capitalized terms used in this Amendment have the same meanings they are given in the Agreement.

d. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

e. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Amendment will legally bind the Parties to the same extent as originals.

f. Each of the Parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment. County represents and warrants to Licensee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.

g. This Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

County:

Licensee:

County of Dare, a body politic

**T-Mobile Northeast LLC,
a Delaware limited liability company**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Kelly Dunham 2/6/19
T-Mobile Contract Attorney
as to form



Board Appointments

Description

The Dare County Board of Commissioners will consider the following Board Appointments:

Parks and Recreation Advisory Council
Planning Board
Stumpy Point Community Center Board
Waterways Commission

Complete information about the appointments will appear after this page.

Upcoming Board Appointments for the next three months are listed at the end.

Board Action Requested

Make Board Appointments and Announce Upcoming Appointments

Item Presenter

Robert Outten, County Manager

BOARD APPOINTMENT SUMMARY – March 4, 2019

Parks and Recreation Advisory Council

- The following term expires this month:
George Berry
- He would like to be reappointed.

Planning Board

- Charles B. Read, Jr., (District 3) has submitted his resignation effective February 28, 2019
- An application that qualifies for the District Three Seat has been received from David Hines

Stumpy Point Community Center Board

- Roger Best passed away in October, 2018
- An application has been received from Johnny Midgett

Waterways Commission

- David May has resigned.
- Applications have been received from:
D. Reide Corbett, Michael Flynn, A. Gordon (Don) Milbrath,
Allen Moran, William Simmonds, Rom A. Whitaker
- The Waterways Commission recommends Michael Flynn be appointed to fill the unexpired term of David May

UPCOMING BOARD APPOINTMENTS

April:	Airport Authority Manns Harbor Commission
May:	Veterans Advisory Council Zoning Board of Adjustment – Dare County
June:	Albemarle Region Resource Conservation and Development Council (RC&D) Hatteras Community Center Board Juvenile Crime Prevention Council (JCPC) Land Transfer Tax Appeals Board Library Board – Dare Manns Harbor Community Center Board Roanoke Island Community Center Board Rodanthe, Waves, Salvo Community Center Board Waterways Commission



Parks and Recreation Advisory Council

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

March 2019

BOARD APPOINTMENT
PARKS AND RECREATION ADVISORY COUNCIL
(Three Year Term)

The Parks and Recreation Advisory Council reviews and advises the Parks and Recreation Department in its efforts to promote, organize, plan and coordinate activities and programs for youth and adults in Dare County.

The following term expires this month:

George Berry
(Current Term 7/16-3/19)
(Originally Appointed 7/16)

Mr. Berry would like to be reappointed.

Other Members: See attached list

PARKS AND RECREATION ADVISORY COUNCIL

(Three Year Term)

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

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Vacant <i>(formerly held by Tim Cafferty)</i>	10-18	Apptd.
Anita Bills P.O. Box 608 Frisco, NC 27936 995-7892(H), 202-1412(O)	7-21	Apptd. 7/11 Reapptd. 7/14, 18
Willer Spencer P.O. Box 1495 Manteo, NC 27954 256-2880	7-21	Apptd. 7/15 Reapptd. 7/18
Amanda Hooper Walters 1202 9 th Avenue Kill Devil Hills, NC 27948 202-9923 Manda.hooper@icloud.com	7-21	Apptd. 7/18
Missy McPherson 119 Margaret Court Manteo, NC 27954 473-6831 (H) 216-6831 ©	12-20	Apptd. 7/16 Reapptd, 12/17
Kathy Carden, CH. P.O. Box 3492 Kill Devil Hills, NC 27948 449-0840(H), 441-6340(O)	7-21	Apptd. 11/07 Reapptd. /08,11,14,18
George Barr 107 N. Budleigh Street PO Box 564 Manteo, NC 27954 sailcamaraderie@yahoo.com 804-387-4995	7-21	Apptd. 8/18
Vacant	12-17	
Deon Simmons 222 Brakewood Dr. Manteo, NC 27954 475-1627 (H), 202-9737 (O)	7-19	Apptd. 7-13 Reapptd. 7-19

George Berry 238 N. Dogwood Trail Southern Shores, NC 27949 261-1278 (H) 703-473-0528 (O)	3-19	Apptd. 7-16
Robert Parrish 4416 Seascape Drive Kitty Hawk, NC 27949 252-333-9476 Robert@parrishinsure.com	7-21	Apptd. 7/18 Reapptd.
Eddie Twyne P.O. Box 11 Manteo, NC 27954 305-2291	7-21	Apptd. 7/15 Reapptd. 7/18
Stephanie J. Harkness-Moxley 152 Brakewood Road Manteo, NC 27954 843-540-2358(Cell), 573-8248(O) smoxley@madriver.com	7-21	Apptd. 7/18 Reapptd.
Kelli Harmon 723 Pirates Way Manteo, NC 27954 910-286-1660	7-21	Apptd. 7/15 Reapptd. 7/18
Ervin Bateman 4148 Poor Ridge Road PO Box 1127 Kitty Hawk, NC 27949 ervin.bateman@darenc.com 252.216.6717		Apptd. 1/19

NOTES:

MEETING INFO: Every other month beginning in January
Meets at KDH Rec. Park, 8:00 a.m.
Meets once a year at the Dare Center, 11:30 a.m.
Meets once a year at the Fessenden Center, 11:30 a.m.

CONTACT INFO: Tim White, Public Services Director

MEMBERS COMPENSATED: No

Bob Wells replaced Steve Evans 2/90.
Ray Hollowell replaced Andy Meekins 2/90.
Peg Casey replaced Mike Leffler 2/90.
Jake McCleave replaced Peg Casey.

On October 21, 1991, DCBC moved to have 7 member board.

Lisa Wheless replaced Glenn Lucas 3/92.
David Stowe replaced Carol Anderson 6/93.

Advisory Council was enlarged from 7 members to 13 members July 19, 1993.

Bill Walker replaced Jake McCleave 11/94.
Ollie Jarvis filled unexpired term of David Stowe 11/94.
Rex Simpson filled unexpired term of Lisa Wheless 11/94.
Tim White replaced Ollie Jarvis 7/95.
Bobby Outten replaced Karolyn Quidley 7/95.

DCBC increased membership from 13 to 14 8/7/95.

(Ollie Jarvis reaptd. For 1 year.)

Andy Ward filled unexpired term of Ron Bennett 10/95.
Jeff Absher replaced Tim White 7/96.
Kyle O'Neal replaced Belinda Willis 4/98.
Mitchell Bateman replaced Rex Simpson 8/98.
Dan Ottavio filled unexpired term of Debi DesRoches 4/99.
Mike France filled unexpired term of Ray Hollowell 4/99.
Wilhelmina McCleave filled unexpired term of Mary Pendill 4/99.
Bo Taylor and Jeff Absher will be replaced in September 1999.
Susan Boncek replaced Bo Taylor 12/99.
Charlena Davenport replaced Jeff Absher 12/99.
Ray Evans fill unexpired term of Wilhelmina McCleave 12/99.
Timmy Midgett replaced Andy Ward 10/00.
Mel Covey apptd. To fill unexpired term of Kyle O'Neal 12/01.
Samantha DeLucia appointed to fill unexpired term of Bobby Outten 5/02.
Crystal Blackmon replaced Charlena Davenport 11/02.
Ben Whitehurst apptd. to fill unexpired term of Mike France 1/04.
Jimmy P. Brown fill unexpired term of Ray Evans 4/04.
Allen Forman apptd. to fill unexpired term of Bill Walker 11/04.
Bob Sanders replaced Robert Wells 7/05.
Kelleeta Govan replaced Kathy Burrus 7/05.
Ralph Horne replaced Ben Whitehurst 7/05.
Ed Futtrell replaced Dan Ottavio 7/05.
Tim Cafferty filled unexpired term of Al Forman 6/06.
Ronnie Roach replaced Samantha DeLucia 6/06.
Kathy Winstead filled unexpired term of Bob Saunders 11/07.
April Oden replaced Ollie Jarvis 10/08.
Mel Covey moved to a northern beach representative and filled unexpired term of Ronnie Roach who resigned.
Susan Gray filled unexpired term of Mel Covey 10/08.
Scott Midgette replaced Pete Hunter 7/09.
Anita Bills replaced April Oden 7/11.
Tod Clissold replaced Ed Futrell 7/11.
Melinda Maher replaced Ralph Horne (deceased) 7/11.
Jack Painter replaced Crystal Blackmon 4/12.
Mel Covey resigned 7/12.
Eddie Twyne replaced Timmy Midgett 7/15.
Willer Spencer filled vacancy (Tod Clissold) 7/15.
Kelli Harmon filled vacancy (Mel Covey) 7/15.
Missy McPherson appointed to fill vacant seat last held by Susan Boncek 7/16.
George Berry appointed to fill vacant seat last held by Susan Gray 7/16.
Melinda Maher resigned 12/16.
Jack Painter resigned 1/17.
Chairman Woodard appointed Danny Couch as Commissioner Appointee 2/20/17
Jimmy Brown passed away 1/18
Kathy Winstead remarried, her name changed to Kathy Carden 6/18
Robert Parrish replaced Scott Midgette, Stephanie J. Harkness-Moxley replaced Keletta Govan, Amanda Hooper Walters filled a vacancy 7/18

George Barr appointed to fill vacant seat 8/18
Tim Cafferty did not wish to be reappointed, the Board will wait to receive
a recommendation from staff before filling Mr. Cafferty's seat.
Ervin Bateman replaced Danny Couch 1/19

REVISED 1/19



Planning Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

March, 2019

BOARD APPOINTMENTS

PLANNING BOARD

(Three Year Term)

**Charles B. Read, Jr. (District 3) has submitted his resignation
effective February 28, 2019**

An Application that qualifies for the District Three seat has been received from:

David Hines

Other Members: See attached list

**CHARLES B. READ, JR.
19 Mallard Cove Loop
Southern Shores, NC 27949**

February 1, 2019

Honorable Robert Woodard, Chairman
Dare County Board of Commissioners
954 Marshall C Collins Drive
Manteo, NC 27954

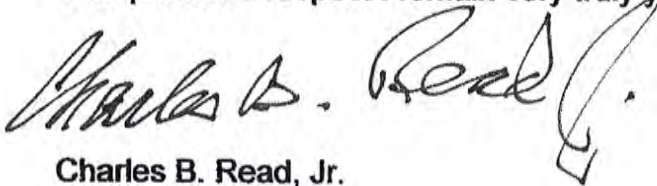
Dear Mr. Chairman and Colleagues:

It is with mixed feelings that I submit my resignation as a member of the Dare County Planning Board effective close of business February 28, 2019 – sad in that I will be leaving such a marvelous, courteous and collegial team, excited in that Alice and I are moving to Sun City Hilton Head in Bluffton, South Carolina.

The combined team of the Dare County Planning Department and Planning Board is an exceptional assemblage of truly dedicated and highly motivated professionals - the staff is absolutely amazing and I am pleased and proud to consider my fellow members of the Board my friends; I will miss each and every one.

Mr. Chairman, it has been a true honor to serve the citizens of Dare County and I will be forever grateful for the faith you placed in me, rest assured that my service on the Dare County Planning board will be among my fondest memories.

With profound respect I remain very truly yours,



Charles B. Read, Jr.

CC:

Mr. John Finelli, Chairman
Dare County Planning Board

Mr. Robert Outten, Esquire
Dare County Manager

Ms. Donna Creef
Dare County Planning Director

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice Planning Board

2nd choice Game & Wildlife Commission

3rd choice Equalization and Review Board

Name DAVID HINES

Address 306 First Flight Run

City/State/Zip Kitty Hawk, NC 27949

Email Address David@coastalnc.org.com

Telephone Home: N/A

Business: 252-573-9547

Resident of Dare County: yes no

Occupation: REAL ESTATE / CONSTRUCTION & DEVELOPMENT

Business Address: 3210 North Cranton Highway Suite 1A
Kill Devil Hills, NC 27848

Educational background:
Attended NC State

Business and civic experience and skills:

Numerous committees in the past with OBAR

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

CURRENT MEMBER, THE BOARD OF ADJUSTMENT TOWN OF
Kitty Hawk.

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>ERVIN BATEMAN</u>	<u>RESTAURANT OWNER</u>		<u>252-202-1072</u>
<u>ROBERT WOODARD</u>	<u>TOWNE INSURANCE</u>		<u>252-702-7219</u>
<u>DAVID JOYNER</u>	<u>TOWNE BANK MORTGAGE</u>		<u>252-599-1714</u>

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

Date: 02/07/19 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 2/7/19

PLANNING BOARD
(Staggered/Three Year Term)

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

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
James R. "Buddy" Shelton 291 Bayview Drive Stumpy Point, NC 27978 473-5572- Home 423-8659 – Work Buddy.shelton1959@gmail.com District 1	2-22	Apptd. 2-19
David Overton 418 Berry Dr. Manteo, NC 27954 473-4802 At Large	2-20	Apptd. 2-08 Reapptd.2-11,14,17
John Finelli, Ch. Box 555 Kitty Hawk, NC 27949 261-8786 At Large	2-21	Apptd. 3-03 Reapptd.2-06,09,12,15, 18
Beth Midgett P.O. Box 250 Hatteras, NC 27943 986-2346 District Four	2-20	Apptd. 8-04 Reapptd.2-06,08,11,14,17
Terry Gore 140 N. Fearing Place Manteo, NC 27954 347-6710 (H),449-0539 (O) At-large	2-22	Apptd. 2-16 Reapptd. 2-19
Michael Barr 333 Eagle Dr. Kill Devil Hills, NC 27948 480-1499(H), 261-3266(O) District Two	2-20	Apptd. 8-12 Reapptd. 2/14,17
Charles B. Read, Jr. 19 Mallard Cove Loop Southern Shores, NC 27949 255-5055 District 3	2-21	Apptd. 2-15 Reapptd. 2-18

NOTES

MEETING DATE: 2ND Monday of each month
7:30 p.m., DCBC Meeting Room

2/9/96 Attorney Cole referred to the Ordinance Book regarding appointments to the Planning Board. He noted that all appointments should be for three years after an initial staggered term of one, two and three years. The appointments have been for two years. He suggested that in order to comply with the ordinance, that the members whose terms expired in February be given one more year and the rest of the members be given one more year. Approved by the DCBC, unanimous.

All Board members were appointed/reappointed on 2/3/97.

2/02 - Jim Kinghorn appointed to replace J.W. Kierzkowski.

3/03 - John Finelli replaced Jon Britt.

4/03 - Ricky Scarborough, Jr. appointed to fill unexpired term of Mary Aldridge.

8/04 - Beth Midgett filled unexpired term of Jim Kinghorn.

2/05 - Robert Lewis replaced Marcia Parrott.

9/05 - Catherine Morris filled unexpired term of Robert Lewis.

10/07 - Dan Oden, Jr. filled unexpired term of Joseph Thompson.

2/08 - David Overton replaced John G.B. Myers.

2/08 - Henry Haywood replaced Catherine Morris.

8/12 - Michael Barr filled unexpired term of Henry Haywood.

2/15 - Charles B. Read, Jr. replaced Dan Oden, Jr.

2/16 - Terry Gore replaced Elmer Midgett.

2/16 - John Finelli was moved to the At Large seat and apptd. Chairman.

2/16 - Charles Read was moved to the District 3 seat.

6/16 - Jeff Landreth filled unexpired term of Ricky Scarborough, Jr.

2/19 - James R. "Buddy" Shelton replaced Jeff Landreth who did not want to be reappointed

REVISED 2/19



Stumpy Point Community Center Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

March, 2019

BOARD APPOINTMENT

Stumpy Point Community Center Board

(Three Year Term)

Roger Best passed away in October, 2018

An Application has been received from:

Johnny Midgett

No other applications have been received.

Other Members:

See attached list

From: jeff_griffith@charter.net
Date: February 19, 2019 at 10:39:16 PM EST
To: "outten@darenc.com" <outten@darenc.com>
Subject: Stumpy Point Community Board Recommendation

Bobby

I would like to make a recommendation to the Commissioners. I have been a member for over twelve years and have served for ten years as the Chairman, presently I am the Treasurer. Recently a longtime serving member Roger Best passed away. Roger was a tremendous asset to the our community, his church and our Board. Out of everyone on the Board that I have ever served with, Roger was always available when ever I called upon him.

A couple of weeks ago I was informed by Johnny Midgett, while we were working the Oyster Feast that he had applied to become a member to replace Roger. Johnny and his wife Toni have lived here in the village all their life and raised their two boys here in Dare County. Johnny had approached me several times before, each time telling me that he would like to be on the Board. He has assisted me in several projects while working on the building and I believe that he would be an asset to our group. Trust me when I say that it will be nice to have an able bodied person to give me some help with the chores as well as being familiar with the building. He must have filled out his application and submitted it as soon as the vacancy appeared. Showing his desire to join us. I would like to say at least three of the four remaining Board members would agree to Johnny being added to the group.

I would like to recommend to the Commissioner's, Johnny Midgett, I feel would be an excellent replacement for Roger Best.

As always, thank you for your time.
Sincerely,
Jeff Griffith,

By the way I did also send a letter to Janice Williams as well.
Thanks again

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice Stumpy Point Community Building Board of Trustees

2nd choice _____

3rd choice _____

Name Johnny L. Midgett

Address 136 Bayview Drive

City/State/Zip Stumpy Point NC 27954

Email Address midgetttoni@yahoo.com

Telephone Home: 252-473-5601

Business: 252-216-6830

Resident of Dare County: yes no

Occupation: Retired - Marine cabinetry

Business Address: same as home

Educational background:

Manteo High School Graduate

United States Army

Business and civic experience and skills:

Diesel mechanic - United States Army

Tower operator - Air Force Dare Bombing range

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

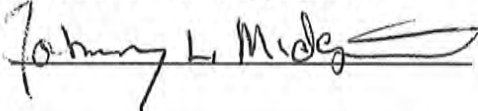
Trustee of Bayview Chapel

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Almey Gray	DCSO retired	Stumpy Point, NC	473-5174
Naomi Midgett	Windy Bay Seafood	Stumpy Point, NC	473-1641
Dean Jarvis	Pastor, Bayview Chapel	Stumpy Point, NC	1-252-532-3847

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

Date: 02/05/2019 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 2-7-19

STUMPY POINT COMMUNITY CENTER

(Three Year Term)

This Board operates and maintains the Stumpy Point Community Center facility and amenities for the use and benefit of all members of the Stumpy Point community.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Roger Best 281 Bayview Dr. Stumpy Point, NC 27978 473-2025	8-19	Apptd. 10-00 Reapptd. 8-01, 04,07,10,13,16
David Midgett 288 Bayview Dr. Stumpy Point, NC 27978 473-5884	11-21	Reapptd. 11-91, 94,97,00,03,06, 09,12,15, 18
Sheila Golden, CH. 259 Bayview Dr. Stumpy Point, NC 27978 473-2011	8-19	Apptd. 10-09 Reapptd.8-10,13, 16
Naomi Midgett 178 Bayview Dr. Stumpy Point, NC 27978 473-1641	8-19	Apptd. 10-00 Reapptd. 8-01, 04,07,10,13,16
Jeff Griffith 212 Bayview Dr. Stumpy Point, NC 27978 473-3390	8-19	Apptd. 10-00 Reapptd. 8-01, 04,07,10,13,16

NOTES:

MEETING INFO: No set date, meet as needed

CONTACT INFO: Sheila Golden, Chairman

MEMBERS COMPENSATED: NO

County Attorney informed 12-5-86 that this Board has a three year term rather than the two year term listed in the Board file. This is according to the 1965 Session Laws of Dare County.

Dick Best resigned 1988.

Ginger Midgett and H.O. Golden were replaced 8/86.

Douglas Hooper was not reappointed 8/89.

Calvin Gibbs replaced Ben Barbee 4/91.

John Calvin Midgett was reappointed 8/89, but did not wish to serve. He was replaced by John Receveur.

Calvin Gibbs resigned, replaced by Jim Meekins, Sr.

Roger Best did not wish to serve again, replaced by Roy Midgett.

Roger Best filled unexpired term of Roy Midgett 10/00.

Jeff Griffith filled unexpired term of John Receveur 10/00.

Linda Barbee filled unexpired term of Louise Hooper 3/07.

Shelia Golden filled unexpired term of Linda Barbee 10/09.

REVISED 11/18



Waterways Commission

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

March, 2019

DARE COUNTY WATERWAYS COMMISSION

(Two Year Term)

This Commission promotes the Oregon Inlet Jetty Project, the Hatteras Inlet Project and oversees County dredging projects and waterways related issues.

David May has resigned

The Waterways Commission voted to recommend that Michael Flynn be appointed to fill David May's unexpired term

Applications have been received from:

D. Reide Corbett

Michael Flynn

A. Gordon (Don) Milbrath

Allen Moran

William Simmonds

Rom Whitaker

Other Members:
See attached list



Janice Williams <janicew@darenc.com>

Waterways Commission vacancy

1 message

Ann Daisey <ann.daisey@darenc.com>

Tue, Feb 12, 2019 at 3:27 PM

To: Janice Williams <janicew@darenc.com>

Cc: Steven Coulter <fish@seacreature.net>, Danny Couch <dannyc@darenc.com>, odensdock@gmail.com, Natalie Perry <nataliesusanperry@hotmail.com>, fletcher@willeyagency.com, Albatross Fleet <albatrossfleet@earthlink.net>

Hello Janice,

At last night's Waterways Commission meeting in Buxton, the Commission members made a unanimous motion to recommend that the Dare County Board of Commissioners appoint Michael Flynn to the vacant seat on the Waterways Commission.

The members reviewed all of the applicants and reached out to potential candidates and found that Flynn's background and experience with bathymetric surveys, sediment analysis, understanding of navigational channels and dredge material disposal would be a valuable addition to the Commission.

Please let me know if I can provide further information.

Thank you,
Ann Daisey

--

Ann Daisey
Community Conservationist
Dare Soil and Water Conservation District
Dare County Grants & Waterways

PLEASE NOTE UPDATED EMAIL AND CONTACT INFO

252-475-5628 Office
252-473-3042 Fax
P.O. Box 1000
Manteo, NC 27954



North Carolina
Coastal Federation
Working Together for a Healthy Coast

February 8, 2019

Dare County Waterways Commissioners,

Thank you very much for the consideration of my nomination from former Chairman May and my application to fill his vacancy on the Dare County Waterways Commission. I regret to inform you that I am unable to attend the meetings on February 11th and March 11th due to prior commitments. I do not have any other conflicts for the remainder of the 2019 meeting schedule, and would work diligently to accomplish the priorities of the commission in between the monthly meetings should my appointment occur.

Safe and navigable waterways and reliable ocean inlet access that protects natural coastal processes is a priority for the North Carolina Coastal Federation. For that reason, I have made my attendance at the Dare County Waterways Commission and Oregon Inlet Task Force meetings a priority since I started my employment with the federation as a coastal advocate in September of 2017. My regular attendance has also better informed me of the issues the commission must address and respond to.

I would like to express that my interest in serving the commission is derived from both my current and previous professional and academic experience. This experience includes: performing bathymetric and topographic surveys, collecting and analyzing sediment samples, managing a geodatabase of navigation channels and dredge material disposal facilities, and developing a waterway linear referencing system and dredge material management system. Some of my current responsibilities as a coastal advocate entail monitoring federal and state legislation as well appropriations.

I had previously initiated a conversation with Dr. Cordeiro, Division of Water Resources, about developing a dredge material management system for the state of North Carolina and the concept seems to be gaining traction. I would be very interested in working to pursue this concept and developing a dredging program under the direction of the Dare County Waterways Commission. It has been a pleasure getting to know each of you as well as the employees of the U.S. Army Corp of Engineers, U.S. Coast Guard, and N.C. Department of Transportation that also attend to regularly report activity and updates. I look forward to continuing to build that working relationship in whichever capacity you decide.

Thank you again for your consideration.

Respectfully,

Michael Flynn
Coastal Advocate

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice CoA Board of Trustees

2nd choice Waterways

3rd choice Tourism

Name D. Reide Corbett

Address 1403 Harpoon Ct

City/State/Zip KDH, NC 27948

Email Address corbettd@ecu.edu

Telephone Home: 252-341-8310

Business: 252-475-5428

Resident of Dare County: yes no

Occupation: Professor

Business Address: East Carolina University; UNC CSI

Educational background:

PhD Oceanography; Florida State University

BS Chemistry; Florida State University

Business and civic experience and skills:

I have worked closely with the town of Nags Head for several years related to coastal resiliency.

Interact with several coastal organizations focused on coastal change, nutrient loading, water quality.

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

Several within ECU and UNC CSI

Science Advisory Committee - APNEP

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Nancy White, Exec. Director	UNC CSI	Wanchese, NC	252-475-5400
Mike Muglia, Scientist,	UNC CSI	Wanchese, NC	252-305-0500
Cliff Ogburn, Town Manager,	Nags Head		252-449-2010

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

Date: 3/8/17

Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: _____

David Reide Corbett

Professor and Senior Scientist
Department of Geological Sciences
Institute of Coastal Science and Policy
East Carolina University
Greenville, North Carolina 27858
Tel: (252) 328-1367; Fax: (252) 328-4391
Email: corbettd@ecu.edu

Program Head
Coastal Processes Program
UNC Coastal Studies Institute
850 NC 345
Wanchese, NC 27981
Tel: (252) 475-5428

BIO

Reide Corbett was born and raised in coastal North Carolina. After receiving his PhD from Florida State University and spending a short time at Tulane University in New Orleans, he returned to NC as an Assistant Professor at East Carolina University. He is now jointly appointed between the Department of Geological Sciences, Institute for Interdisciplinary Coastal Sciences and Policy at East Carolina University and the UNC Coastal Studies Institute. He is a coastal oceanographer/geochemist with an overall scientific interest in the cycling of biologically active constituents (e.g., carbon, nitrogen, phosphorus) in coastal and open ocean environments. He is especially interested in evaluating and quantifying pathways of nutrient delivery to the coastal ocean that have been either under estimated or potentially ignored altogether, such as groundwater discharge and advective transport associated with sediment disturbances. These processes may play a critical role in understanding biogeochemical cycles and therefore must be described in order to fully constrain these cycles locally and globally. Ultimately, his hope is that information acquired through this research will lead to a clearer understanding of estuarine and coastal processes, providing better management and preservation of these critical environments.

EDUCATION

1999: Ph.D. in Chemical Oceanography (Geochemistry) under the direction of William C. Burnett;
Florida State University
1996: M.S. in Chemical Oceanography (Geochemistry); Florida State University
1994: B.S. in Chemistry; Florida State University

PROFESSIONAL EXPERIENCE

2012-pres.	UNC Coastal Studies Institute, Wanchese, NC	Program Head
2007-pres.	Institute for Coastal Science and Policy, East Carolina U.	Senior Scientist
2000-pres.	Department of Geological Sciences, East Carolina U.	Asst., Assoc., Professor
1999-2000	Department of Geology, Tulane U.	Postdoctoral Fellow

RESEARCH INTERESTS

My overall scientific interest is to better understand the cycling of biologically active constituents (e.g., carbon, nitrogen, phosphorus) in coastal and open ocean environments. In addition, I am interested in the role humans and nature play in shaping the coastal zone. Specific areas of my on-going research include those focused on:

- *Naturally-occurring radionuclides as tools for quantifying rates of sedimentary and biogeochemical processes*

- *Sedimentary and geochemical processes in coastal environments*
- *Investigations of the discharge of groundwater into the coastal zone*
- *Deposition, remineralization and burial of carbon and nutrients in coastal margins*
- *Coastal Hazards*

CURRENT RESEARCH PROJECTS

Sedimentary Petrology and Geological Framework Investigations in the Southeastern U.S. Outer Continental Shelf. Bureau of Ocean & Energy Management.

Assessing offshore sand resources for North Carolina. Bureau of Ocean & Energy Management Research to support design and siting of deposition areas for dredged material from the Rodanthe Emergency Channel. NC DoT.

S-Curves Beach Nourishment Monitoring at Pea Island National Wildlife Refuge. US Fish and Wildlife Service.

Sand Resource Data Assessment for Coastal State Waters of North Carolina. NC Division of Coastal Management.

SELECTED PEER-REVIEWED PUBLICATIONS (out of more than 100; student authors are *italicized*)

- Corbett, D.R., *J. Crenshaw*, K. Null, R.N. Peterson, *L.E. Peterson*, W.R. Lyons. Nearshore Mixing and Nutrient Delivery along the Western Antarctic Peninsula. *Antarctic Sciences*. In press.
- Paris, P.*, J.P. Walsh, D.R. Corbett. Where the Continent Ends. *Geophysical Research Letters*. 43, 12208-12216. doi:10.1002/2016GL071130.
- Lindeman, K., *L. Dame*, C. Avenarius, B. Horton, J. Donnelly, D.R. Corbett, A. Kemp, P. Lane, M. Mann, W.R. Peltier, 2015. Science needs for sea-level adaptation planning: Comparisons among three U.S. Atlantic coast regions. *Coastal Management*. 43, 555-574.
- Corbett, D.R. Walsh, J.P., C. Harris, A. Ogston, A. Orpin, 2014. Formation and Preservation of Sedimentary Strata from Coastal Events: Insights from Measurements and Modeling. *Continental Shelf Research*. 86, 1-5.
- Lagomasino, D.*, D.R. Corbett, J.P. Walsh. 2013. Influence of Wind-Driven Inundation and Coastal Geomorphology on Sedimentation in Two Microtidal Marshes, Pamlico River Estuary, NC. *Estuarine, Coastal, and Shelf Science*. DOI 10.1007/s12237-013-9625-0.
- Cowart, L.*, D.R. Corbett, J.P. Walsh, 2011. Shoreline Change along Sheltered Coastlines: Insights from the Neuse River Estuary, NC. *Remote Sensing*, 3, 1516-1534.
- Kirwan, M., A.B. Murray, J.P. Donnelly, D.R. Corbett, 2011. Rapid wetland expansion during European settlement and its implication for marsh survival under modern sediment delivery rates. *Geology*, 39(5) 507-510.
- Cowart, L.*, J.P. Walsh, D.R. Corbett, 2010. Analyzing estuarine shoreline change: A case study of Cedar Island, NC. *Journal of Coastal Research*. 26(5) 817-830.
- Kemp, A.C. B.P. Horton, S.J. Culver, D. R. Corbett, O. van de Plassche, W. R. Gehrels and B.C. Douglas, 2009. The timing and magnitude of recent accelerated sea-level rise (North Carolina, USA). *Geology*. 37, 1035-1038.
- McCoy, C.A.*, D.R. Corbett, J.E. Cable, and R.K. Spruill, 2007. Hydrogeological characterization and quantification of submarine groundwater discharge in the southeast Coastal Plain of North Carolina, *Journal of Hydrology*, 339, 159-171.

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice Dare County Waterways Commission

2nd choice _____

3rd choice _____

Name Michael Flynn

Address P.O. Box 276

City/State/Zip Wanchese, NC 27981

Email Address michaelf@nccoast.org

Telephone Home: 609-462-4739

Business: 252-473-1607

Resident of Dare County: yes no

Occupation: Coastal Advocate, North Carolina Coastal Federation (2017 - Present)

Business Address: 637 Harbor Rd Wanchese, NC 27981

Educational background:

B.S. Biology, Stockton University (2008) PSM Environmental Science, Stockton University (2011)

PhD. Coastal Resources Management, East Carolina University (2013 - Present)

Business and civic experience and skills:

Environmental Specialist & GIS Assistant, Stockton University Coastal Research Center (2007 - 2013, 2015 - 2016);

Coastal Scientist, Michael Baker International (2016 - 2017); Surveyor, Bissell Professional Group (2017)

Other Boards/Committees/Commissions on which you presently serve:
Buxton Woods Local Advisory Committee (2018)

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Dr. Stewart Farrell	Stockton Coastal Research Center/Director	30 Wilson Ave Port Republic, NJ 08240	(609) 652-4245
Dr. Daniel Barone	Michael Baker International/Department Manager	300 American Metro Blvd Hamilton, NJ 08619	(609) 807-9500
Dr. Coley Cordeiro	NCDEQ DWR/Coastal Infrastructure Program Manager	1617 Mail Service Center Raleigh, NC 27699	(919) 707-9013

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

Date: 1/14/19 Signature of applicant: _____

FOR OFFICE USE ONLY:

Date received: 1-15-19

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Airport Authority

2nd choice Waterways Commission

3rd choice Planning Board

Name A. Gordon (Don) Milbrath

Address 2711 S. Virginia Dare Trail

City/State/Zip Nags Head NC 27959

Email Address milbrathdon@gmail.com

Telephone Home: 252/441-2108

Business: 303/908-1579

Resident of Dare County: yes no

Occupation: Consultant/Restaurateur

Business Address: Colorado

Educational background:

BS In Business Admin, UNC at Chapel Hill

numerous graduate level courses incl. National Defense Unisversity, Naval War College

Business and civic experience and skills:

resume available upon request. Chairman Greenwood Village (CO)

Planning Board, President, Special Tax District (CO)

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

Nags Head Board of Adjustments

REFERENCES

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

Name Business/Occupation Address Telephone

Charles Evans, Attorney, Manteo, 252/256-0545

Melanie Smith, Business Owner, Kill Devil Hills, 252/441-5418

Kevin Zorc, Fire Chief, Nags Head, 252/441-5909

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

Date: 9/20/17 Signature of applicant: A. Gordon [Signature]

FOR OFFICE USE ONLY:

Date received: 9/20/17

APPLICATION FOR APPOINTMENT TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Planning Board, Tourism Bd., Oregon Inlet Waterways
 2nd choice Juvenile Crime Prevention Council, Board of Adjustment Comm.
 3rd choice ABC Board, Roanoke Island Community Center Bd. ^{Apptd 6/15}
 Name: Allen Moran (Planning Board - District 1, At Large)
 Address: 381 Mother Vineyard Rd. Health & Human Services Bd.

City/State/Zip Manteo, N.C. 27954

Telephone Home: (252) 423-1309

Business: (252) 475-9222

Resident of Dare County: yes no

Occupation: Jail Administrator / Real Estate Agent

Business Address: 1044 Driftwood Dr. Manteo, N.C. 27954

Educational background:
N.C. Licensed Real Estate Broker, N.C. Justice Academy

Business and civic experience and skills:
Rotary International (Manteo) Board Member / Community Service Chair 2012

Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

Expiration Date of Terms: _____

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Doug Doughtie	Dare County Sheriff	962 Marshall C. Collins Dr.	252-216-9898
Bobby Owens	Ret. N.C. Utilities Commission	310 Agona St.	252-256-0668
Marc Basnight	Retired	169 Scuppernon Rd.	252-475-8093

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

Date: 12/12/2014 Signature of applicant: *[Signature]*

FOR OFFICE USE ONLY:

Date received: _____

Date forwarded to County Commissioners: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Dare County Waterways Commission

2nd choice Dare County Board of Adjustment

3rd choice ABC Board

Name William Simmonds

Address 147 W. Oak Knoll Dr

City/State/Zip Nags Head, NC 27959

Email Address wsimm1017@gmail.com

Telephone Home: 321-607-4241

Business: _____

Resident of Dare County: yes no

Occupation: Recently retired NASA, Kennedy Space Center, Florida

Business Address: _____

Educational background:

BS Mechanical Engineering, Old Dominion University, Masters Engineering Management, George Washington University

Business and civic experience and skills:

Solid Waste Advisory Board - Hampton, Virginia, 1989-1992, Project Manager, (PM) KSC Railroad Bridge upgrades,

PM, Indian River Dredging Project, KSC, NASA & AF Barge and Wharf Terminal Improvement Project, Brevard County ,Florida, Youth Science Fair Judge.

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

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Steve Milton, PM Chief, NASA	Mail Code LX-D1	John F. Kennedy Space Center, FL	32899 (321) 867-5965
Eric Anderson, Launch & Ops Div. Chief,	Mail Code VAE00	John F. Kennedy Space Center, FL	32899 (321) 867-5000
Ross A. Kearney, retired, former Mayor	Hampton of City,	328 Darby Ave. Hampton, Va.	23663 (757)-268-4081

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

Date: 08/03/2017 Signature of applicant: *William D. Smith*

FOR OFFICE USE ONLY:

Date received: 8/9/17

APPLICATION FOR APPOINTMENT TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Oregon Inlet and Waterways Commission

2nd choice _____

3rd choice _____

Name Ron A. Whitaker

Address P.O. Box 150

City/State/Zip Hatteras, NC, 27943

Email Address Ron@hatterasrelease.com

Telephone Home: 252-986-1031

Business: 252-216-6106

Resident of Dare County: yes no

Occupation: Charter & Comm. Fisherman

Business Address: Same

Educational background:
Greiger H.S. (Kinston, NC) ECU

Business and civic experience and skills:

Owner/Operator Release Sport Fishing 30 yrs

Alt. Manager Coca Cola-Kinston 3yrs

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

Hatteras Community Ct. Board

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>Dan Oden</u>	<u>Oden's Dock</u>	<u>Hatteras</u>	<u>305-2555</u>
<u>Albert Bunney</u>	<u>Hatteras Helter Marine</u>	<u>Hatteras</u>	<u>205-6503</u>
<u>Danny Couch</u>	<u>Hatteras Realty</u>	<u>Avon</u>	<u>475-4477</u>

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

Date: 8/2/16 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 8/2/16

DARE COUNTY WATERWAYS COMMISSION

(Two Year Term)

**This Commission promotes the Oregon Inlet Jetty Project, the Hatteras Inlet Project
and oversees County dredging projects and waterways related issues.**

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Danny Couch P.O. Box 1001 Buxton, NC 27920 995-5671 (H) 216-7383 (Cell)	6-20	Apptd. 1-17 Reaptd. 6-18
Ernie Foster P.O. Box 120 Hatteras, NC 27943 986-2515 (H)	6-20	Apptd. 2-08 Reaptd. 6-08, 10, 12, 14 6/16, 18
David May, CH. 107 E. Woodlands Dr. Manteo, NC 27954 473-3843 (H) 305-5235 (C)	6-19	Apptd. 6-07 Reaptd. 6-09, 11, 13 15, 17
Natalie Perry Kavanagh P.O. Box 598 Frisco, NC 27936 252-996-0551 – Home 252-995-5366 – Business nataliesusanperry@hotmail.com	6-20	Apptd. 6-18
Dan Oden P.O. Box 306 Hatteras, NC 27943 252-986-2555	6-19	Apptd. 8-16 Reaptd. 6/17
Fletcher Willey P.O. Box 848 Nags Head, NC 27959 473-5273 (H) 480-4600 (O)	6-19	Apptd. 2-89 Reaptd. 6-93, 95 97, 99, 01, 03, 05, 07, 09, 11, 13, 15, 17
Steve Coulter P.O. Box 189 Hatteras, NC 27943 995-4832 (H)	6-20	Apptd. 3-16 Reaptd. 6-18

NOTES:

MEETING INFO: Monthly, odd months in Manteo, even months in Buxton.

CONTACT INFO: David May, Chairman
Ann Daisy, OIWC Clerk

MEMBERS COMPENSATED: Members - \$50 per meeting
Chairman - \$75 per meeting

Robert Williams replaced Jim Bunch 6/91.
Wayne Gray replaced John Blair 7/92.
Barry Martin replaced Harry Schiffman 6/93.
Ephraim O'Neal replaced Chris Costenbader 6/94.
Floyd L. Basnight appointed to fill unexpired term of H.O. Golden 8/96.
Billy Carl Tillett replaced Wayne Gray 8/96.
Richard Johnson appointed to fill unexpired term of the late Robert Williams 1/97.
Moon Tillett appointed chairman 1/97.
Ron Tillett appointed to fill unexpired term of Richard Perkins 4/97.
DCBC appointed Moon Tillett as Chairman, Glen Miller as Vice Chairman 6/97.
Michael Davenport replaced Barry Martin 6/98.
Ervin Farrow III replaced Glenn Miller 6/01.
Lee Tugwell filled unexpired term of Moon Tillett 10/04.
Warren Judge apptd. to fill unexpired term of Richard Johnson 6/05.
Allen Burrus apptd. to fill unexpired term of Warren Judge 1/07.
Robin Mann replaced Lee Tugwell 6/07.
David May replaced Jerald Craddock 6/07.
Ernie Foster filled unexpired term of Ephraim O'Neal 2/08.
Jed Dixon replaced Robin Mann 12/11 (for term 6/11-6/13).
Jim Tobin filled unexpired term of Richard Johnson 6/13.
Danny Couch filled unexpired term of Jed Dixon 4/16.
Holly White replaced Jim Tobin 6/16.
Ronald Lowe appointed to replace Holly White who could not serve due to moving out of Dare County 8/16.
Dan Oden appointed to fill unexpired term of Arvin Midgett 8/16.

The OIWC oversees county dredging projects and waterways related issues.

OIWC membership was reduced to 9 members 6/3/02 (consent agenda)
DCBC relinquished responsibility of appointing chairman and vice chairman to the OIWC effective 9/17/02.
OIWC membership reduced to 7 members 6/03.
DCBC added another member (Steve Coulter) for a two year term ending 6/18. (3/16)
*****Name changed to Dare County Waterways Commission 8/15/16.**

At the DCBC meeting on 1/3/17, Commissioner Danny Couch was moved from the At Large seat to the Commissioners seat. The At Large seat is vacant until a later appointment by the DCBC.
Chuck Earley was appointed to fill at large seat 6/17
Chuck Earley resigned 1/18
Natalie Perry Kavanagh replaced Ronald Lowe 6/18
Chairman Woodard noted that with the previous resignation of Charles Earley, the Waterways Commission is now back to its proper composition of seven members 6/18

REVISED 6/18



Upcoming Board Appointments

Description

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

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

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

Board Action Requested

None

Item Presenter

Robert Outten, County Manager

Upcoming Board & Committee Appointments

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

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

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

April 2019

1. Airport Authority

The mission of the Dare County Airport Authority is to manage the operation, maintenance and improvement of air services and facilities for the use, convenience, and benefit of the air traveling public. 1 term expiring

2. Manns Harbor Marina Commission

The Manns Harbor Marina Commission is a seven-member group representing recreational, commercial and local interests for the self-governing mutual purpose Manns Harbor Marina. The Commission meets six times per year and reports directly to the Dare County Board of Commissioners. 4 terms expiring

May 2019

1. Veterans Advisory Council

The Veterans Advisory Council helps Dare County Veterans by serving as a liaison with the community in coordinating services and activities benefiting Veterans and their families. Members of the Veterans Advisory Council solicit information and provide updates about community based activities honoring Veterans. 2 terms expiring

2. Zoning Board of Adjustment – Dare County

The Board of Adjustment meets to hear variances and appeals related to land use issues in the unincorporated areas of Dare County. The Chair is appointed by the Board of Commissioners and the Planning Department serves as administrative staff for this Board. 2 terms expiring

June 2019

1. Albemarle Region Resource Conservation and Development Council (RC&D)

The Albemarle Resource Conservation and Development Council, Inc. (ARCD) is a 501c3 non-profit organization serving the people of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington Counties. The Council assists local governments and community groups in northeast NC with projects that protect land and water resources while promoting economic development. 1 term expiring

2. Hatteras Community Center Board

This Board operates and maintains the Hatteras Village Community Center.

3 terms expiring

3. Juvenile Crime Prevention Council (JCPC)

As outlined and funded by the Juvenile Justice Reform Act of 1998, the Juvenile Crime Prevention Council assumes responsibility for assessing needs, funding community-based alternatives for troubled youth who enter the courts, and supporting prevention programs. 18 terms expiring

4. Land Transfer Tax Appeals Board

This Board meets when someone disputes the amount of land transfer tax. 3 terms expiring

5. Library Board – Dare

This Board establishes local policies within those set by the Regional Library Board and oversees the Library Trust Fund Budget, and also serve on the Board of the Dare County Library Foundation, a 501-C(3) tax- exempt organization. 1 term expiring

6. Manns Harbor Community Center Board

This Board operates and maintains the community center facility and amenities for the use and benefit of Manns Harbor residents. 3 terms expiring

7. Roanoke Island Community Center Board

This Board operates and maintains the Roanoke Island Community Center facility and amenities for the use and benefit of all members of the community. 4 terms expiring

8. Rodanthe, Waves, Salvo Community Center Board

This Board operates and maintains the Rodanthe, Waves, Salvo Community Center facility and amenities for the use and benefit of all members of the villages. 1 term expiring

9. Waterways Commission

The Dare County Waterways Commission advises the Board of Commissioners on inlets and waterways in Dare County. Working closely with community stakeholders, the U.S. Army Corps of Engineers, the Coast Guard, and State officials, the Commission endeavors to safeguard and assure access to Dare County's waterways.

3 terms expiring

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

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

COMMISSIONERS' BUSINESS

MANAGER'S / ATTORNEY'S BUSINESS