



COUNTY OF DARE
PO Box 1000, MANTEO, NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

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

Tuesday, February 04, 2020

“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 - February 2020**
- ITEM 3 Employee of the Month**
- ITEM 4 Public Comments**
- ITEM 5 Dare County N.C. Cooperative Extension Report**
- ITEM 6 Report from the National Park Service**
- ITEM 7 Consulting Engineer Recommendations by the Capital Improvements Planning Committee**
- ITEM 8 Amendment to Capital Project Ordinance for Series 2020 LOBs Projects**
- ITEM 9 Resolution Concerning Alligator River Bridge Improvements**
- ITEM 10 Resolution in Support of the Constitution of the United States of America**
- ITEM 11 Consent Agenda**
- 1. Approval of Minutes
 - 2. Intergovernmental Ground Lease Agreement Between County of Dare & Town of Manteo
 - 3. Resolution in Support of Southern Dare County Channel Maintenance Project
 - 4. Resolution in Support of Central Dare County Channel Maintenance Project
 - 5. Advertise 2019 Tax Year Liens
- ITEM 12 Board Appointments**
- 1. Planning Board
 - 2. Dare County Community Child Protection Team & Child Fatality Prevention
 - 3. Upcoming Board Appointments
- ITEM 13 Commissioners' Business & Manager's/Attorney's Business**

ADJOURN UNTIL 5:00 P.M. ON FEBRUARY 18, 2020



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 - February 2020

Description

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

- Donna Spencer - 10 year pin
- Gary Meeks - 20 year pin
- Eugene Grisson - 25 year pin, Willer Spencer - 25 year pin
- Stacy Ambrose - 30 year pin
- David Daniels - 30 year pin

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager



Employee of the Month

Description

The Employee of the Month Certification will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



Public Comments

Description

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

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

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

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Dare County N.C. Cooperative Extension Report

Description

Short presentation illustrating the Extension's 2019 accomplishments.

Board Action Requested

None - Informational Presentation

Item Presenter

Shannon Brooks, County Extension Director

NC Cooperative Extension works to provide educational information in the areas of Horticulture, Youth Development, Family & Consumer Sciences, and Community Development to improve the quality of life of all Dare County citizens.

Partnerships

We believe working together creates more opportunities for positive change.

- Dare County Commissioners and NCACC
- Towns of Manteo and Kill Devil Hills
- Coastal Studies Institute
- Coastal Federation
- Jockey's Ridge State Park
- Dunes of Dare Garden Club and Roanoke Island Garden Club
- The Elizabethan Gardens
- PATH homeschool cooperative
- Mano al Hermano
- GEM
- Outer Banks Gun Range
- Dare County Soil & Water
- NC Nature Conservancy
- Dare County Head Start
- 5 community gardens
- Coastal Environmental Educators Network
- The Counties of Tyrrell, Currituck, Camden, Hyde, Pasquotank, Perquimans, Chowan, Hertford, and Gates
- Albemarle Regional Libraries
- Dare County entities such as Public Health & Human Services, Thomas A. Baum Senior Center, The Dare Center, Friends of Youth, Dare County Schools and more

Education

73 Programs
454 Hours of Instruction

secured
\$4,710
for 4-H Programs

Reaching millions!

7,075	8,272
Face-to-Face	Indirect

2,392,944	355,537
Mass Media	Digital Media

Volunteerism

107 volunteers

6,956 hours

7,695 contacts

\$176,891 cash value

2019 Highlights

- The Dare County **4-H** participation more than doubled since 2018 with youth participating in a variety of programs including Culinary Academy, Crime Scene Investigation Camp, Service & Citizenship, Farm-to-Fork, and Albemarle Sound Exploration.
- Dare County had four **4-H** participants win medals at the District Presentation Competition and had delegations represent at Electric Congress and North Carolina State Congress.
- **4-H** Agent Paige Lilley raised funds and provided scholarships for 14 kids to attend State **4-H** camp at the Eastern **4-H** Center. Five at risk youth attended camp on fully funded scholarships. Additionally, all local **4-H** day camp experiences were free for Dare County kids.
- **Family & Consumer Science** Agent Dee Furlough delivers nationally recognized curriculum designed to encourage healthy eating, increased physical activity and chronic disease reduction. This year she delivered numerous programs including Yeast Breads, Soup's On, Homemade Yogurt 2-Ways, Taste of the Season, Gifts in a Jar, Dehydrating Apples, Valentine Truffles, Meal Planning, Cooking for 1 or 2, Healthy Mexican, and Med Instead of Meds.
- **Family & Consumer Science** Agent Dee Furlough was awarded the Ila McIlwean White FCS Program Endowment Award earning \$800 to go towards her programming in Dare County.
- The **Extension Community Association** is a volunteer group with **Family & Consumer Sciences** that works to strengthen families through leadership development and volunteerism. In 2019, eight members provided 393 hours of service to Dare County.
- **Horticulture** programming for homeowners included 17 new students who achieved certification as Dare County **Extension Master Gardener Volunteers**. Each student completed 53 hours of training and gave at least 40 hours of volunteer service to our community.
- The **Extension Master Gardener Volunteers** provided 5,783 hours of volunteer service to our community, with just 77 volunteers making an estimated \$147,061.69 impact in our community.
- The **Extension Master Gardener Volunteers'** Speakers Bureau was awarded 1st place in the International Search for Excellence in the Presentations and Workshops Category. Three representatives traveled with Dare County's Agricultural Technician Program Assistant Amy Jordan to the 2019 International Master Gardener Conference to receive their award.
- **Extension Master Gardener Volunteer** home **horticulture** programming saw record numbers in 2019. The Library Garden Series and Arboretum Summer Series saw an attendance increase of over 200% in 2019. The 17th Annual Coastal Gardening Festival had an estimated 4,500 attendees in 2019, a dramatic increase from 3,300 attendees in 2018.
- Commercial **horticulture** programming included in-county credit earning opportunities for licensed professionals and a pesticide school with 33 landscape professionals who took the state exam to obtain a new pesticide license.

Donna Hanusik, Administrative Assistant * Amy Jordan, Agricultural Technician Program Assistant
Paige Lilley, 4-H Agent * Dee Furlough, Family & Consumer Science Agent * Shannon Brooks, Director

Thank you for your support!



North Carolina Cooperative Extension is an equal opportunity provider.



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



Consulting Engineer Recommendations by the Capital Improvements Planning Committee

Description

The Board of Commissioners will receive the Committee's recommendations for the selection of a consulting engineer for the Avon Village Beach Nourishment Project.

Board Action Requested

Discuss and take appropriate action.

Item Presenter

County Manager, Robert Outten



Amendment to Capital Project Ordinance for Series 2020 LOBs Projects

Description

Please see the attached Item Summary

Board Action Requested

Adopt Amendment to Capital Project Ordinance

Item Presenter

David Clawson, Finance Director

Item Summary: Amendment to Capital Project Ordinance for Series 2020 LOBs Projects

The attached amendment to the capital project ordinance for the projects contained in the Series 2020 Limited Obligation Bonds adjusts five line items:

1. COA Project: Add \$10,000 of architect expenses.
 - a. The contract calls for expense reimbursement in addition to the fee. The estimate is provided by Boomerang and was not included in the estimate approved by the Board in October.
2. COA Project: Add \$15,845 for relocation of the existing fiber optic line.
 - a. The existing fiber serving the campus connects at one of the old buildings to be demolished. The relocation will connect a new fiber line at the Professional Arts Building outside of the construction area. The amount is per a quote from CenturyLink and was not included in the cost estimate approved by the Board in October.
3. Manteo Property: Decrease project budget by \$218,041.
 - a. Decrease the property purchase by \$162 to the final actual amount.
 - b. Decrease renovation costs by \$217,879 to the final actual amount.
 - i. Renovations were accomplished at \$69,621 from being less in scope than originally anticipated and there being no foundation/structural issues.
4. Buxton Property: Decrease project budget by \$4,957.
 - a. Decrease to actual final cost as closing costs were less than estimated.

The amendment also decreases the related debt proceeds by the net of the above, \$197,153.

Attachments are:

- This Item Summary
- Amendment to the Capital Project Ordinance
- Updated COA estimate
- Boomerang estimate of expenses for COA project
- CenturyLink quote for fiber relocation for COA project
- S2020 LOBs budget summary
- S2020 LOBs project estimates summary

The Board is requested to adopt the amendment to the Capital Project Ordinance.

**County of Dare, North Carolina
Capital Project Ordinance
For Series 2020 LOBs**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted for the planned Series 2020 Limited Obligation Bonds.

Section 1 This ordinance is to update the project budgets for COA project architect expenses, for reinstallation of the COA fiber optic line, for actual amounts for the purchase and renovation of the Manteo property, and for the actual amount for the purchase of the Buxton property. This ordinance amends the capital project ordinance adopted September 18, 2017, and amended August 6, 2018, January 22, 2019, February 4, 2019, June 3, 2019, June 17, 2019, July 15, 2019, July 16, 2019, August 5, 2019, December 2, 2019, December 16, 2019, and January 21, 2020.

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

Section 3 The following appropriations are increased or (decreased) as indicated:

COA architect expenses	615676-710912-60332	\$10,000
COA on-site fiber optic line	615676-737526-60332	\$15,845
Manteo property purchase	615490-737101-60340	(\$162)
Manteo property renovations	615490-737006-60340	(\$217,879)
Buxton property purchase	615490-737101-60341	(\$4,957)

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

Debt proceeds S2020 LOBs	613090-470318-98726	(\$197,153)
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Section 5 After this amendment, the following amounts are budgeted for the S2020 LOBs to date:

COA	\$1,703,403	
Animal Shelter	\$390,940	
DHHS buildings	\$527,360	
Manteo property & renovations	\$781,959	
Buxton property	\$320,043	
EMS equipment 2020 CIP	\$1,498,316	
Total		\$5,222,021

Section 6 The Finance Officer is directed to report the financial status of the project as a part of the normal ongoing financial reporting process.

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

Adopted this 4th day of February, 2020.

Chairman, Board of Commissioners

[SEAL]

Cheryl Anby, Clerk to the Board of Commissioners

2/3/2020

PB Boomerang

New Building
COA Dare
September 18, 2019
Preliminary Budget

36,500 SF Building

Construction Costs

New Building Construction	36,500 SF	\$	10,037,500
Utility Infrastructure Upgrades		\$	500,000
Building Abatement (prior to demo)		\$	250,000
Building Demolition (Manteo High, Basic Skills)		\$	150,000
Subtotal		\$	10,937,500
Owner Contingency		\$	328,125
15% Escalation to bid		\$	1,640,625
Construction Costs Subtotal		\$	12,906,250

Non Construction Costs

Estimated A/E Fees		\$	937,969
Updated Phase I Analysis		\$	15,000
Surveys & Subsurface Analysis		\$	40,000
Construction Testing		\$	150,000
FF&E			By COA
Advertising		\$	1,500
Permit Review Fees		\$	20,000
Permit Fees			incl in Construction Costs
Prints (Permit Sets)		\$	1,500
Non-Construction Cost Subtotal		\$	1,165,969

25,000 SF Total Project Budget	\$	14,072,219
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Additions:

Programming consultant (Briggs) 2,500 estimate - not in above
 Architect expenses per contract 10,000 estimate - not in above
 Move + new install of existing on-site fiber optic line 15,845 actual - not in above
\$14,100,264



David Clawson <davec@darenc.com>

Reimbursables for COA Dare contract

1 message

Angie Crawford <ACrawford@thinkboomerang.com>

Mon, Jan 20, 2020 at 10:51 AM

To: David Clawson <davec@darenc.com>

David-

I would reserve \$10,000 for reimbursements on COA Dare as a conservative place holder. There are a few items in our contract for which we may need to ask for added services/reimbursement. These are identified in sections 4 chart (items marked NP), 4.2.1, 4.2.2 and 4.2.3. Items may include:

- Additional trips for CA (punch lists beyond 2, etc.) – mileage and hotel (if required)
- Additional presentations beyond what we expect (if we need to make several presentation trips to the Town) – mileage and hotel (if required)
- Changes in design due to programming or other changes after we have been authorized to move forward (we haven't gotten here yet, but we were getting close with COA's change requests. At this time, Dare's response has not caused us to take too many steps backwards)
- Other items listed.
- Demo package design

Let me know if you need other information.

Angie

Angela Crawford Easterday, AIA

Principal

boomerang DESIGN
*rethink, repurpose, results**visit us at:**thinkboomerang.com**facebook**linkedIN**mobile: 919-280-5009*



Contract No. No _____
Job Authorization No: N664226

CTL Affiliate: EQ Tel & Tel-East NC

Special Construction Proposal

Date: 1/20/2020

Billing Address:

Work Location:

Customer: Dare County 205 US 64 Hwy

Attention: Brent Johnson County DARE

P.O. Box 1000 MANTEO, NC

Manteo, NC 27954

This Special Construction Proposal ("Proposal") is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs and/or rates and services schedules on file with the applicable regulatory authorities. Description and/or specifications of work, along with the bill amount, of work to be performed by an operating affiliate of CenturyLink, Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

Relocate fiber cable from existing building being demolished to classroom building located directly behind existing building. Relocation plan has been approved by Dare County (Matt Hester) and COA (Tim Sweeney). Work consists of placing approximately 1400 feet of fiber cable, new patch panel and splicing new fiber as well as removal of the existing facilities.

Advance Payment (required before work begins): \$15,844.34

Total Charges: Fifteen Thousand Eight Hundred Forty-Four Dollars and 34/100

This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs and/or rates and services schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties. In no event will the terms and conditions of a other document, including but not limited to a purchase order, be construed to in any way govern the Work or otherwise bind the parties to this Proposal. The parties acknowledge and agree that the terms and conditions set forth in this Proposal and the applicable tariffs and/or applicable rates and services schedules shall be the only controlling terms and conditions binding the parties for the Work and that commencement of Work by CenturyLink is conditioned upon agreement in writing to these terms.

For the Work performed hereunder, Customer will be responsible for the above charges only, unless (i) the above-stated amount is expressed as an estimate; (ii) otherwise stated above; or (iii) a change order is signed by both parties. All charges shall be paid prior to commencement of the Work ("Advance Payment") unless an alternative payment method is set forth above. All past due undisputed accounts will be assessed a late fee at 14% APR. Where applicable, and notwithstanding the foregoing, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including, without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on CenturyLink's net income.

*Note If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning.

For Governmental Customers only, CenturyLink will submit an invoice of charges upon completion of the Work, payable within forty five (45) days of receipt. Past due undisputed amounts will be assessed a late fee of 14% APR or such lesser amount if required under applicable state and/or federal law.

CenturyLink

Authorized Signature: _____

Name Printed/Typed: _____

Title: _____

Date: _____

COPY

Customer

Authorized Signature: _____

Name Printed/Typed: _____

Title: _____

Date: _____

COPY

	Account Number	2/4/2019	6/3/2019	6/17/2019	7/15/2019	7/16/2019	8/5/2019	12/2/2019	12/16/2019	1/21/2020	2/3/2020	Totals
Revenues												
Debt proceeds S2020 LOBS	613090 470318 98726	1,390,540	325,000	485,895	1,109,760	1,498,316	110,400	41,465	109,089	348,709	(197,153)	5,222,021
Expenditures												
COA Project												
Architect	615676 710900 60332	110,000			563,760				264,209			937,969
Construction testing	615676 710911 60332				105,000				45,000			150,000
Owner costs	615676 737002 60332				41,000				39,500			80,500
Demolition & abatement	615676 737008 60332				400,000							400,000
CMAR preconstruction service	615676 737500 60332								109,089			109,089
Architect expenses	615675 710912 60332									10,000		10,000
Fiber move & new install	615676 737526 60332										15,845	15,845
												1,703,403
Animal Shelter												
Architect	615550 710900 60339	230,980										230,980
Construction testing	615550 710911 60339	14,800										14,800
Architect additional services	615550 710912 60339	14,760										14,760
Owner costs	615550 737002 60339	20,000										20,000
CMAR preconstruction service	615550 737500 60339						110,400					110,400
												390,940
DHHS Project												
Architect	615620 710900 60337		440,895									440,895
Construction testing	615620 710911 60337		20,000									20,000
Owner costs	615620 737002 60337		25,000									25,000
CMAR preconstruction service	615620 737500 60337							41,465				41,465
												527,360
Manteo Property												
Land & building purchase	615490 737101 60340	712,500									(162)	712,338
Renovations	615490 737006 60340	287,500									(217,879)	69,621
												781,959
Buxton Property												
Land & building purchase	615490 737101 60341		325,000								(4,957)	320,043
												320,043
CIP Equipment												
EMS MD Computers	615531 737437 60342					365,200						365,200
Cardiac monitors	615531 737437 60344					1,133,116						1,133,116
												1,498,316
		1,390,540	325,000	485,895	1,109,760	1,498,316	110,400	41,465	109,089	348,709	(197,153)	5,222,021
		-	-	-	-	-	-	-	-	-	-	-

County of Dare, NC
Series 2020 LOBs

2/3/2020

Preliminary Project Amounts

College of the Albemarle

New construction	\$14,100,264
Less bonds funds from State of NC	<u>(\$1,500,000)</u>
Net amount for debt	\$12,600,264

Dare County Department of Health & Human Services

New construction – consolidation of buildings	\$5,500,000
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Dare County Animal Shelter

New construction	\$4,950,000
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Property and Buildings at 711 and 715 N. Highway 64/264, Manteo

Purchase and land and buildings	\$712,338
Renovation costs	<u>\$69,621</u>
Total amount for debt	\$781,959

Property at Buxton (old PNC Bank)

Purchase of land and building	\$320,043
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Dare County 2020 CIP Equipment (5 year term)

EMS mobile data computers	\$365,200
EMS cardiac monitors	<u>\$1,133,116</u>
Total amount for debt	\$1,498,316

New money grand total for debt \$25,650,582

Preliminary Refunding Amounts

Taxable refunding of Series 2012D LOBs and Series 2013 LOBs	\$19,375,000
Tax exempt refunding of Series 2015 LOBs	<u>\$3,390,000</u>
Refunding grand total for debt	<u>\$22,765,000</u>

(Numbers as of 1/7/2020 show net present value savings of 4.81%)

Series 2020 LOBs grand total \$48,415,582



Resolution Concerning Alligator River Bridge Improvements

Description

A resolution for the Board's adoption regarding the Alligator River Bridge improvements will be offered for consideration. NCDOT is soliciting projects for inclusion in the 2023-2032 STIP and the resolution is in response to this request. The resolution will also be routed to the other partner counties in the Albemarle Rural Planning Organization for similar consideration.

Board Action Requested

Motion to adopt resolution and submit to NCDOT.

Item Presenter

Vice-Chairman Wally Overman



RESOLUTION IN SUPPORT OF ALLIGATOR RIVER BRIDGE IMPROVEMENTS

WHEREAS, the Lindsey C. Warren Bridge which crosses the Alligator River was constructed in 1960 and serves as the main transportation link along Highway 64 from areas west of Dare County; and

WHEREAS, the draw-bridge infrastructure of the bridge is obsolete and was closed for repairs in 2017 and 2019 resulting in lengthy detours for residents, visitors, and commerce to Dare County, Currituck County, Hyde County and Tyrrell County; and

WHEREAS, the Alligator River is part of the Intercoastal Waterway and is used by numerous commercial shipping vessels and recreational boats on an annual basis, often creating delays and back-ups; and

WHEREAS, the Lindsey C. Warren Bridge is an essential component of the hurricane evacuation route for residents of Dare County, Currituck County, and Hyde County and thousands of Outer Banks visitors each year and the continuous functionality of the Warren Bridge is imperative to ensure the safety of our residents and visitors; and

WHEREAS, the need for a new bridge and/or a replacement bridge across the Alligator River has been identified by the NC Department of Transportation but has not been funded as part of the State's Transportation Improvement Plan despite the age, obscurity and continued operational issues of the bridge; and

WHEREAS, the methodology for STIP funding does not allow a new or replacement Alligator River Bridge to compete effectively against other transportation improvements in more urban areas of the State, thus contributing to the continued delay in construction of a new or replacement bridge; and

WHEREAS, the NC Department of Transportation is soliciting comments on transportation improvements for inclusion in the ten-year transportation plan for 2023-2032:

NOW THEREFORE BE IT RESOLVED the Dare County Board of Commissioners requests a new or replacement bridge for the Alligator River be included in the 2023-2032 State Transportation Improvement Plan in recognition of the vital role this bridge plays in the transportation and commerce needs of Dare County and Eastern North Carolina. Be it further resolved that other funding sources for such improvements should be identified by the State of North Carolina if STIP methodology used for funding is not suitable and practicable for this project.

This the 4th day of February, 2020.

Robert Woodard, Sr., Chairman

[SEAL]

Attest:

Cheryl C. Anby, Clerk to the Board



*Resolution in Support of the Constitution of the
United States of America*

Description

A resolution for the Board's support of the Constitution of the United States of America will be offered for consideration.

Board Action Requested

Motion to adopt resolution.

Item Presenter

Vice-Chairman Wally Overman



**RESOLUTION IN SUPPORT OF THE CONSTITUTION OF THE
UNITED STATES OF AMERICA**

WHEREAS, the Constitution of the United States of America is the foundation upon which our nation was created; and

WHEREAS, all amendments therein exist co-equally in importance and stature as originally written by the founders; and

WHEREAS, the Second Amendment is the ultimate protector of these freedoms.

NOW THEREFORE BE IT RESOLVED that the Dare County Board of Commissioners opposes any and all attempts to infringe upon these rights and freedoms, including the right to keep and bear arms, as defined in the Second Amendment.

This the 4th day of February, 2020.

Robert Woodard, Sr., Chairman

[SEAL]

Attest:

Cheryl C. Anby, Clerk to the Board



Consent Agenda

Description

1. Approval of Minutes (01.21.20)
2. Intergovernmental Ground Lease Agreement Between County of Dare and Town of Manteo
3. Resolution in Support of Southern Dare County Channel Maintenance Project
4. Resolution in Support of Central Dare County Channel Maintenance Project
5. Advertise 2019 Real Estate Tax Liens

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager



Approval of Minutes

Description

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

Board Action Requested

Approve Previous Minutes

Item Presenter

Robert Outten, County Manager



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

5:00 p.m., January 21, 2020

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

Commissioners absent: None

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

A full and complete account of the entire Board of Commissioners meeting is archived on a video 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. Spottswood Graves to share a prayer, and then he led the Pledge of Allegiance to the flag.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

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

- He gave his COA presentation to the COA Foundation Board in Elizabeth City. The foundation now issues 140 scholarships annually. Last year they awarded 104 scholarships.
- He attended the Board of Education meeting with Commissioner Ross and was very impressed to note the awards presented to both teachers and students on a monthly basis. The Spanish program teaching kindergarteners was particularly exciting.
- He advised he will be presenting the State of the County address again for the citizens of Hatteras Island with a date to be announced later.
- He attended a meeting with the Town of Manteo, accompanied by the County Manager to discuss the new College of the Albemarle plans. The architect provided options and recommendations of what the facility could look like, keeping in mind the desire for the finished project to have a modern and inviting look.
- He was unable to attend the Martin Luther King 29th celebration, but heard they had a good attendance with an uplifting service of remembrance.

Chairman Woodard made a presentation to Rev. Robert Lee Pitsch, who celebrated his 100th birthday, with a certificate to honor his years of service as a “tireless advocate for the forgotten in the community” with a true moral compass. His amazing career included pastoral service to the Colington United Methodist Church and over twenty-five years of weekly meetings with a non-denominational group for breakfast devotionals.

ITEM 2 – PUBLIC COMMENTS

At 5:15 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. Rob Rollason, from Kill Devil Hills, commented eleven North Carolina counties had confirmed their intent to announce themselves as second amendment sanctuaries. He stated plenty of Dare County citizens hunt and many supplement their incomes with hunting. He felt the Board should adopt a second amendment sanctuary resolution and provided a draft sample for their consideration.
2. Rev. Spottswood Graves recapped the recent 29th celebration of the observance of Dr. Martin Luther King and stated it was well attended. There were musical performances by Echoes of Heritage, First Flight High School chorus and The Voices of Truth. He expressed his hope for conversations to continue among the citizens of Dare County and the nation for a better understanding of one another.
3. George Carver, Executive Director of the Dare County Minority Coalition, explained their efforts continue to seek assessable housing options to the area’s residents. The thirty-acre parcel, considered by the association as a possible site, did not meet the standards for low income tax credits. Another site considered was found to be too close to the water treatment plan and, therefore, also did not fit the necessary criteria. The coalition has two developer partners assisting them who have signed a Memorandum of Understanding. He presented the MOU to the Board for their consideration and support.
4. Michelle Lewis, daughter of Clarence and Ruth Lewis, offered her thanks to the Board and Dare County citizens who have supported the yearly Martin Luther King program of celebration. The program, which started at Haven Creek Missionary Baptist Church, continues to honor and speak to the legacy of Dr. King at the Dare Center event. She stated all too often people tend to “self-segregate”; and this celebration continues to bring the community together.

There were no comments made in Buxton.

The County Manager closed Public Comments at 5:31 p.m.

ITEM 3 – UPDATE – SENIOR TAR HEEL LEGISLATURE

Kaye White, as Dare County Delegate and to the NC Senior Tar Heel Legislature, and Sue Kelley, Alternative Delegate, provided an annual report. She noted they also serve area senior citizens with attendance to the Dementia Task Force, and the Dare and Baum Centers to ascertain senior needed services and concerns. They outlined the accomplishments of the 2019 meetings to include the importance of combatting the problems of senior social isolation; extension of the property tax homestead exemption; and a prescription drug assistance program. Several legislation actions were passed which included required criminal background checks for employees in adult care nursing homes and agencies; appropriated funding for area Agencies on Aging; and expanded funding to improve the timeliness of complaint investigations. Project C.A.R.E. (Caregiver Alternatives to Running on Empty) was considered for additional funding. Commissioner Ross inquired as to the additional amount and Ms. White explained the 2018 appropriations were 1 million dollars for the State of North Carolina. The 2020 NC Senior Tar Heel legislative priorities for Project C.A.R.E. would include increase of funding by \$500,000 in future years with increase funding by 10% annually. Other priorities noted were an increase funding for HN Home and Community Care Block Grant; increased funding for senior centers and efforts to strengthen and fund NC Adult Protective Services Program with a recommended \$7 million recurring funds in the State budget. North Carolina ranks 9th nationally in total population and the number of individuals who are age sixty-five. Commissioner Tobin commented his concerns regarding staff to patient ratios along with staff guidelines in adult assisted-living facilities. He added more dementia patients were being blended into adult assisted-living locations because Alzheimer's units did not have the capacity for the growing population and requested legislature recommendations be made by our delegate and alternate this year.

ITEM 4 – APPROVAL OF ARCHITECT CONTRACT AMENDMENT FOR COA PROJECT AND AMENDMENT TO CAPITAL PROJECT ORDINANCE (Att. # 1)

David Clawson, Finance Director, reviewed the Board had approved an increase in the scope of the COA project in October, 2019 from 26,000 square feet to 36,500 square feet along with a new cost estimate which included an increase in the cost of the architect, Boomerang Design. He presented a contract amendment and an amendment to the capital project ordinance. The architect's increase, which totaled \$264,209, would bring the total to \$937,969. Construction testing increased \$45,000 for a new total of \$150,000; and owner costs increased \$39,500 for a new total of \$80,500. He also provided a budget summary which reflected expenditures to date of the various projects financed by the Series 2020 LOBs debt issue.

MOTION

Vice Chairman Overman motioned to approve the Boomerang Design contract amendment, authorize the County Manager to execute the amendment and approve the amendment to the Capital Project Ordinance.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 5 – UNC CHAPEL HILL SCHOOL OF GOVERNMENT ESSENTIAL HOUSING NEEDS PRE-DEVELOPMENT & OPPORTUNITY SITE IDENTIFICATION (Att. # 2)

County Manager Outten presented the University of North Carolina School of Government Service Agreement, which would provide consultant assistance with the County's study and efforts for essential housing issues. Finance Director, Dave Clawson

MOTION

Commissioner House motioned to approve the Service Agreement terms with the UNC School of Government and authorize the County Manager to execute the final agreement. Commissioner Ross seconded the motion.

VOTE: AYES unanimous

ITEM 6 – CONSENT AGENDA

The Manager announced the items as they were visually displayed in the meeting room. The Board unanimously consented to have Item 4 excluded from the Consent Agenda to allow for an explanation of the report from Chuck Lycett and Dr. Sheila Davies.

MOTION

Vice Chairman Overman motioned to approve items 1, 2, 3 and 5 of the Consent Agenda:

- 1) Approval of Minutes (01.06.20) **(Att. # 3)**
- 2) Roanoke Island Water Project Assessment Deletion
- 3) Budget Amendment – Emergency Management Homeland Security Grant Program (HSGP)
- 4) DHHS – Child Protection Team and Child Fatality Prevention Team Annual Report
- 5) Tax Collector's Report

Commissioner House seconded the motion.

VOTE: AYES unanimous

Consent Item 4) DHHS – Child Protection Team and Child Fatality Prevention Team Annual Report – Chuck Lycett, Director of Social Services, and Dr. Sheila Davies, Director of Health and Human Services presented a brief explanation of the reports which summarize the three issues encountered in 2019. Mr. Lycett noted the Child Protection Team reviewed fatalities or abuse in complicated child protective services cases. The Child Fatality Prevention Team, associated with the Health Department, investigates whether there were county issues to be addressed to prevent future fatalities. These teams are composed of eighteen members. The cases selected for review are involved with the child welfare system. Priority is given to cases involving a fatality and there were none this year. Review also targeted difficult cases, with repeat neglect, that had yet not reached the need for legal action, but suggest the requisite components for added consult. Child Protective Services select the cases to be reviewed. Mr. Lycett added a large concern was finding qualified therapists for the Hispanic community. There was a continued need to hire one or two interpreters for effective counseling. Commissioner thanked Mr. Lycett and Dr. Davies for answering questions and providing the Board with additional regarding the teams and their efforts for the community. It was the consensus and agreement of the Board for future reports to be provided as a regular agenda item.

MOTION

Commissioner Ross motioned to approve items 4 of the Consent Agenda:

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 7 – BOARD APPOINTMENTS - Dare County Tourism Board

Town of Kill Devil Hills Representative:

At the January 6, 2020 Board meeting, the appointment of the Town of Kill Devil Hills representative had been tabled pending an opportunity for the Board to contact the prospective appointees.

Commissioner House motioned to approve the appointment of Commissioner Ivy Ingram Commissioner Bateman and Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 8 – 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 Tobin

- The Oregon Inlet Task Force met and was informed the dredge the *Merritt* would be here in mid-February for a month and afterward in mid-March the *Currituck* would be here and operating 24-hour shifts because the *Murden* is currently dry docked.
- The final plans for the dredge should be completed this week with an anticipated RFP issued soon for prospective shipyards. The Oregon Inlet Task force will approve the final plans.
- Today he visited both Peake Resources and Spring Arbor. During these mid-day visits, it was uplifting to see everyone in a good mood with prayer meetings, smiles and dancing. There was nothing negative to report with either facility. Neither facility is fully occupied.

Commissioner Ross

- Updated the Albemarle Commission held their election of officers and the newly hired executive director, Melody Wilkins, has resigned to take a new position closer to her family.
- He will be attending a broadband in rural counties workshop later this month in Herndon and will provide an update on any availability for infrastructure funding.
- He also attended a focus group of the Healthy Carolinians of the Outer Banks. They reviewed four important issues: Access to healthcare, cost of healthcare, transportation to receive the care together with housing for seniors with special needs. He thanked County Manager for the public transformation information on what Dare County currently provides at the affordable rate of \$6 round trip.
- A citizen recently called requesting a need to resurface of the bypass from the bridge down to Whalebone Junction. Commissioner Ross’ inquired further and reported there would soon be resurfacing from the bridge to Walmart.
- When he attended the Board of Education meeting, he found the experience moving with recognition and enthusiasm from both students and teachers. He urged citizens to attend a meeting to view how Dare County is educating our children.

Commissioner House

- Thanked Chairman Woodard for a professional, enlightening and entertaining presentation of the State of the County address.
- Juvenile Crime Prevention Council met and is doing well. The Council is looking for additional avenues to help Dare County children and welcome any program suggestions.

- He attended the Martin Luther King celebration at the Dare Center and thought the music and messages presented were excellent and enlightening.
- Southern Atlantic Council for the fisheries will accept Spanish mackerel comments until February 7. He urged everyone to provide comment, as a reduction of 2,000 pounds for the Northern Zone is being considered. He added shrimp scoping comment ends tonight. Shrimping is very good right now and North Carolina is leading the nation and world in bycatch reductions in our shrimping industry.
- Presented the SPCA Pet of the Week, a seven month old black kitten named Toby ready for adoption.

Vice Chairman Overman: No new business to report

Commissioner Bateman:

- He attended the Martin Luther King celebration and noted the music, to include the performances of First Flight School and Echoes of Heritage, were inspiring and the speaker very motivational.
- Positive results continue in the Recovery Court. He noted one participant had reached the stage where he no longer needed the court's monitor system. The next Recovery Court would be held February 13, 2020.

Commissioner Couch:

- He noted there was a lot of construction in Hatteras and looks great. He thanked the charity relief group which is sending sixty people to Ocracoke to provide them assistance.
- Property management companies are reporting is steady growth with one reporting a 19% increase. He expects 2020 to be a strong year for Hatteras. 2019 stats are not yet available, but they should be good.
- He serves on the Code Officials Qualification Board. They approved live remotes to help the municipalities. He praised the Planning Department's current efficiency noting they were firm but fair.

Chairman Woodard expressed his respect and pride in the Board's continued and concerted efforts to act in a unified, bipartisan manner for the good of Dare County. He thanked Dorothy Hester and her staff for their assistance with the State of the County event.

MANAGER'S/ATTORNEY'S BUSINESS:

Robert Outten, County Manager/Attorney, thanked Sharon Flatt, Transportation Program Supervisor, for her fine job in preparation of the white paper reviewed and commented upon by Commissioner Ross.

He reviewed the Manteo dredging project's initial soil tests have been completed and there is a need to test the soil for compatibility with the selected spoil site. Testing results will determine what spoil sites are used. The tests cost in range from \$11,000-\$40,000, depending upon how many levels of testing would be necessary. He requested authorization to enter into an agreement with APTIM for incremental testing up to a \$40,251.00. Vice Chairman Overman asked what determines the range of the test cost. Mr. Outten explained the cost would partially be determined by what level of testing is necessary and where the proposed soil may be safely placed. Commissioner Tobin asked if testing would be for

temporary or permanent site disposal. Mr. Outten stated they would be for both; however, upon removal of the soil, it would be necessary to restore the land to its original condition, if leased property. Commissioner Couch mentioned this would be a foundational component of the dredge management plan.

MOTION

Commissioner Couch moved to approve the County Manager to enter into an agreement with APTIM for incremental soil testing relative to the Manteo dredging project in a total amount not to exceed \$40,251.00.

Commissioners Bateman and House seconded the motion.

VOTE: AYES unanimous

Dave Clawson, Finance Director, had no additional business.

Dorothy Hester reminded the Board the 150th celebration of the establishment of Dare County had begun with the kickoff of the Chairman's State of County address. The County website would soon have a list of 150 ways to celebrate the anniversary. There will also be a timeline of events to follow along with a family event of reenacting life in 1870 at the Island Farm in the first day of May. Commissioner Couch is expected to act as one of the storytellers on the farm porch. There will be several publications providing features of the anniversary.

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

MOTION

Commissioner House motioned to adjourn the meeting.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

At 6:37 p.m., the Board of Commissioners adjourned until 9:00 a.m., February 4, 2020.

Respectfully submitted,

[SEAL]

By: _____
Cheryl C. Anby, Clerk to the Board

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

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



*Intergovernmental Ground Lease Agreement
Between County of Dare and Town of Manteo*

Description

On October 7, 2019 a drafted Ground Lease between County of Dare, as Landlord, and Town of Manteo, as Tenant, for lease of 217 Budleigh Street, 200 Ananias Dare Street and 204 Ananias Dare Street for the purpose of a "Town Commons" was presented. The lease has been revised by the Town of Manteo to include a twenty-five year term and "Permitted Use" has been revised to include not less than 60 parking spaces. A Ground Lease Agreement, for a "Town Commons" consisting of open space/green space, public parking, and other public recreational facilities follows for approval.

Board Action Requested

Approve the Agreement and authorize the County Manager to sign the final agreement.

Item Presenter

Robert Outten, County Manager

Intergovernmental Ground Lease Agreement

between

COUNTY OF DARE, Landlord

and

TOWN OF MANTEO, Tenant

dated as of

February 4, 2020

Intergovernmental Ground Lease Agreement & Memorandum of Understanding

THIS INTERGOVERNMENTAL GROUND LEASE AGREEMENT (this “**Lease**”) effective as of February 4, 2020 (the “**Effective Date**”), is entered into between the COUNTY OF DARE, a North Carolina county and body politic (“**Landlord**”) and the TOWN OF MANTEO, a North Carolina municipality and body politic (“**Tenant**”).

RECITALS:

R1. Landlord is the owner of the following adjoining parcels of real property, located in the Town of Manteo, Dare County, North Carolina (collectively, the “**Premises**”):

- a. 217 Budleigh Street –Parcel # 024570000, PIN # 988019524438
- b. 200 Ananias Dare Street –Parcel # 024573000, PIN # 988015525678
- c. 204 Ananias Dare Street – Parcel # 024574000, PIN # 9888015524684

R2. Tenant desires to lease the Premises and to construct thereon a so-called “Town Commons” consisting of open space/green space, public parking, and other public recreational facilities (the “**Facility**”), pursuant to the terms and conditions of this Lease.

R3. Landlord desires to lease the Premises to Tenant for the construction of the Facility, pursuant to the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the rents reserved and covenants made herein, the sufficiency of which is acknowledged, Landlord and Tenant, for themselves and their permitted successors and assigns, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. The following terms, as used in this Lease, shall have the meanings set forth below:

“**Additional Rent**” shall mean all amounts payable by Tenant under this Lease, other than Base Rent, and whether or not expressly designated as Additional Rent in this Lease.

“**Assignment**” shall mean the sale, exchange, assignment, or other disposition of all of Tenant’s interest in this Lease and the leasehold estate created thereby, whether by operation of Law or otherwise.

“**Base Rent**” shall have the meaning set forth in Section 3.01 hereof.

“**Business Day**” shall mean any day that is not a Saturday, Sunday, or a day observed as a holiday by either the State or the Federal government.

“**Change Order**” shall have the meaning set forth in Section 5.03 hereof.

“**Commencement Date**” shall mean the date, following Demolition, upon which Tenant accepts possession of the Premises, as provided in Section 5.01 hereof.

“**Demolition**” shall have the meaning set forth in Section 5.01 hereof.

“**Effective Date**” shall have the meaning appearing in the opening paragraph of this Lease.

“**Environmental Laws**” shall mean all Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to Remedial Action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

“**Expiration Date**” shall mean the last day of the month in which occurs the twenty fifth anniversary of the Commencement Date as same may be extended pursuant to Article XIX hereof.

“**Extension Term**” shall have the meaning set forth in Section 19.01 hereof.

“**Event of Default**” shall have the meaning set forth in Section 10.01 hereof.

“**Facility**” shall have the meaning set forth in Recital 2 hereof, subject to the other terms and provisions of this Lease.

“**Fee Mortgage**” shall mean any financing obtained by Landlord, as evidenced by any mortgage, deed of trust, assignment of leases and rents, or other instruments, and secured by the fee ownership interest of Landlord in the Property, including any extensions, modifications, amendments, replacements, supplements, renewals, refinancings, and consolidations thereof.

“**Fee Mortgagee**” shall mean the holder of a Fee Mortgage.

“**Governmental Authority**” or “**Governmental Authorities**” shall mean the United States of America, the State of North Carolina, the County of Dare, the Town of Manteo, any political subdivision of any of the foregoing, and any other governmental or regulatory authority, agency, board, department, or any other public or quasi-public authority, having jurisdiction over the Premises or the matter at issue.

“**Hazardous Materials**” shall mean any and all substances, materials, chemicals, or wastes that now or hereafter are classified or considered to be hazardous or toxic under any Environmental Law, or that are or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity under any Environmental Law applicable to the Premises, and shall also include: (a) gasoline, diesel fuel, and any other petroleum hydrocarbons; (b) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (c) polychlorinated biphenyls; (d) radon gas; and (e) flammable liquids and explosives.

“**Initial Construction**” shall mean the design, development, and construction of the Facility.

“**Law**” or “**Laws**” shall mean any present or future applicable law, statute, ordinance, regulation (including zoning regulations), code, building code, judgment, injunction, arbitration award, order, rule,

directive, common law, codes and ordinances of any Governmental Authorities, easement, covenant, restriction, or other agreement of record affecting the Premises as of the date of this Lease or subsequent thereto.

“**Liabilities**” shall mean all losses, claims, suits, demand, costs, liabilities, and expenses, including reasonable attorneys’ fees, penalties, interest, fines, judgment amounts, fees, and damages, of whatever kind or nature.

“**Permitted Use**” shall mean the use of the Premises for the Facility, as approved hereunder, in accordance with all applicable Laws for any lawful purpose.

“**Person**” shall mean any individual, corporation, partnership, firm, or other legal entity.

“**Plans**” shall have the meaning set forth in Section 5.02 hereof.

“**Premises**” shall have the meaning set forth in Recital 1 hereof, and any and all rights, privileges, easements, and appurtenances to the Premises.

“**Property Reports**” shall have the meaning set forth in Section 5.07 hereof.

“**Release**” shall mean the release or threatened release of any Hazardous Materials into or upon or under or above any land, water, or air, or otherwise into the environment, including by means of burial, disposal, discharge, emission, spillage, leakage, seepage, leaching, or dumping.

“**Remedial Action**” shall mean the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials necessary to comply with any Environmental Laws.

“**Rent**” shall mean Base Rent and Additional Rent.

“**State**” shall mean the State of North Carolina.

“**Sublease**” shall mean any lease, sublease, occupancy, license, or concession agreement for the use or occupancy of space on the Premises (other than this Lease).

“**Subtenant**” shall mean any tenant, subtenant, licensee, or other occupant of space on the Premises (other than Tenant).

“**Term**” shall mean the term of this Lease commencing on the Commencement Date and ending on the Expiration Date, as may be extended pursuant to Article XIX.

ARTICLE II

LEASE OF PREMISES; CONDITION OF PREMISES; COMMENCEMENT DATE AGREEMENT; FAILURE TO DELIVER POSSESSION

Section 2.01 Lease of Premises. Subject to the terms and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for a Term that shall commence on the

Commencement Date and end on the Expiration Date (as such Term may be extended from time to time pursuant to Article XIX hereof), subject to earlier termination pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to Law.

Section 2.02 Condition of Premises. Tenant has inspected the Premises and accepts possession of the Premises in its “AS IS” condition on the Commencement Date. Except as otherwise expressly provided in this Lease, Tenant has full responsibility for the repair, alteration, and maintenance of the Premises. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant is not relying upon, any warranties or representations regarding the Premises, except to the extent same are expressly set forth in the Lease.

ARTICLE III

BASE RENT; RENT PAYABLE TO LANDLORD; NET LEASE

Section 3.01 Base Rent.

(a) Tenant covenants and agrees to pay base rent to Landlord throughout the Term of this Lease (“**Base Rent**”) for the period commencing on the Commencement Date and ending on the Expiration Date, an amount equal to One and 00/100 Dollars (\$1.00) per annum, payable in one (1) lump sum of Twenty-Five and No/100 Dollars (\$25.00) on or before the Commencement Date; and,

(b) The Base Rent for any Extension Term as provided in Article XIX of this Lease shall be an amount equal to One and 00/100 Dollars (\$1.00) per annum.

Section 3.02 Additional Rent. Tenant shall pay to Landlord all Additional Rent that is payable to Landlord pursuant to the terms and conditions of this Lease within thirty (30) days after written demand therefore from Landlord, unless a different time period is specified in this Lease.

Section 3.03 Net Lease. This Lease is an absolute net lease. Tenant shall pay as Additional Rent all expenses of every kind and nature whatsoever relating to or arising from the Premises, and all expenses arising from the leasing, operation, management, construction, maintenance, repair, use, and occupancy of the Premises, except as otherwise expressly provided in this Lease. Notwithstanding the foregoing, Landlord agrees to pay the following expenses: (a) any expenses expressly agreed to be paid by Landlord in this Lease; (b) debt service and other payments with respect to any Fee Mortgage; (c) expenses incurred by Landlord to monitor and administer this Lease; (d) expenses incurred by Landlord prior to the Commencement Date; and (e) expenses that are personal to the Landlord.

ARTICLE IV

PERMITTED USE

Section 4.01 Permitted Use. Subject to all applicable Laws and this Lease, Tenant shall use the Premises only for the Permitted Use. Tenant shall complete construction of the Facility within five (5) years of the Commencement Date. The permitted use shall contain not less than 60 parking spaces unless otherwise agree upon by Landlord.

ARTICLE V

CONSTRUCTION OF FACILITY

Section 5.01 Demolition. Pursuant to Landlord's current demolition plan, after the Effective Date and prior to the Commencement Date, Landlord, at Landlord's sole expense, shall demolish all structures and improvements currently located on the Premises and shall remove all demolition debris from the Premises (the "**Demolition**"). Upon completion of the Demolition, Landlord shall deliver to Tenant a written notice of completion, and Tenant shall have fifteen (15) days to inspect the Premises, and shall thereafter either notify Landlord of Tenant's acceptance of the Premises or provide Landlord with a punchlist of items related to the Demolition that Tenant requests Landlord complete prior to the Commencement Date. Landlord and Tenant agree to work together in good faith to resolve any disagreement regarding completion of the Demolition, but Landlord shall have no obligation to perform further demolition. In the event Landlord and Tenant are unable to resolve any disagreement regarding completion the Demolition, Tenant's remedies shall be limited to acceptance of the Demolition as-is, or termination of this Agreement.

Section 5.02 Construction Approvals By Landlord. After the Commencement Date and prior to commencing any excavation, construction, paving, or any other work associated with the Initial Construction, Tenant shall deliver to Landlord for its approval a set of the preliminary design documents (the "**Plans**"), identifying and describing all mechanical, electrical, and plumbing systems, materials, signage, and design. Landlord shall have a period of thirty (30) days after receipt to approve or reject such submissions. Failure to approve or reject any submissions within such period shall be deemed approval by Landlord. Upon the rejection of any submissions, Landlord will provide a description of measures to be taken by Tenant that will result in approval on resubmission. Landlord agrees not to unreasonably withhold, condition, or delay the approval required by this Section 5.02.

Section 5.03 Change Order. Once the Plans are submitted to and approved by Landlord, Tenant may, without the prior written consent or approval of Landlord, order, authorize, or perform any change, substitute work, or materials in prosecuting the construction of the Facility ("**Change Order**"), provided such Change Order does not result in a change to the Permitted Use or materially alter the design of the Facility shown on the Plans. Material changes to the design of the Facility or the Plans shall be subject to Landlord approval, which shall not be unreasonably withheld.

Section 5.04 Liens Subordinate to Landlord. Tenant shall not create or permit to be created or to remain, and shall promptly discharge, any lien, encumbrance, or charge levied on account of any mechanic's, laborer's, or materialman's lien which might or does constitute a lien, encumbrance, or charge upon the Premises, or any part thereof, or the income therefrom, having a priority or preference over or ranking on a parity with the estate, rights, or interest of Landlord in the Premises or any part thereof, or the income therefrom. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to the filing of any lien against the Premises by any contractor, subcontractor, laborer, materialman, architect, engineer, or other Person for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof.

Section 5.05 Title to the Facility. The title to the Facility shall remain with Landlord subject to Tenant's rights under the term of this Agreement.

Section 5.06 Permits, Laws, and Ordinances. Tenant shall require its contractors and subcontractors to comply in all material respects with all Laws of all Governmental Authorities which may now or hereafter, from time to time, be established and which are or shall be applicable to Tenant or Landlord as they relate to the Premises.

Section 5.07 Reports and Information. Tenant shall deliver or cause to be delivered to Landlord copies of all soil reports, hazardous wastes or toxic materials reports, and other similar written materials prepared for Tenant with respect to the Premises (collectively, the “**Property Reports**”) within thirty (30) days after receipt by Tenant.

ARTICLE VI

OPERATION OF THE PREMISES

Section 6.01 Tenant’s Operation of the Premises. Upon completion of construction of the Facility, Tenant will operate the Premises in accordance with all Laws governing the Premises and this Lease.

Section 6.02 Mechanics’ Liens. Tenant shall keep the Premises and this Lease free from any lien or other encumbrance filed or recorded in favor of any mechanic, materialman, architect, or engineer in accordance with Section 5.04 hereof.

Section 6.03 Utilities. Tenant shall obtain and pay for all utilities directly from and to the utilities and vendors serving the Premises, including fuel, gas, electric, water and sewer service, trash collection, telephone, and internet service.

ARTICLE VII

MAINTENANCE AND REPAIRS

Section 7.01 Maintenance and Repair of the Premises. Tenant shall, at all times during the Term of this Lease, at Tenant’s sole cost and expense, keep and maintain the Premises, including the Facility, appurtenances, and every part thereof that may exist on, in, or be made a part of the Premises, in good order and condition, ordinary wear and tear excepted, and make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. Tenant shall keep the entire Premises substantially free of any accumulation of dirt, rubbish, snow, and ice. Unless otherwise expressly provided in this Lease, Landlord is not required to maintain, repair, clean, alter, or improve the Premises, or to provide any services to the Premises.

ARTICLE VIII

ASSIGNMENT; SUBLEASE; NON-DISTURBANCE

Section 8.01 Subleases and Licenses.

(a) Tenant shall have the right, subject to the applicable provisions of this Article IX, without the consent of Landlord, to enter into Subleases with any Person who is not a debtor or debtor-in-possession in a voluntary or involuntary bankruptcy proceeding at the commencement of the Sublease term for the

use permitted by this Lease.

(b) Each Sublease shall provide that: (i) it is subordinate and subject to this Lease; and (ii) the fixed expiration date thereunder shall not extend beyond the Expiration Date.

ARTICLE IX

FEE MORTGAGES; LEASEHOLD MORTGAGES

Section 9.01 Fee Mortgages. Landlord may mortgage its fee interest in the Premises.

Section 9.02 No Leasehold Mortgages. Tenant shall not have the right to encumber its interest in this Lease.

ARTICLE X

DEFAULT; REMEDIES

Section 10.01 Events of Default. Each of the following events shall be an event of default ("Event of Default"):

(a) If Tenant shall fail to observe or perform one or more of the other terms, conditions, covenants, or agreements contained in this Lease, and such failure shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant specifying such failure unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done, or removed, as the case may be, within such thirty (30) day period, in which case no Event of Default shall be deemed to exist as long as Tenant shall have commenced curing the same within such thirty (30) day period and shall diligently, continuously, and in good faith prosecute the same to completion.

(b) If Tenant shall make an assignment for the benefit of creditors.

(c) The filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of sixty (60) days.

(d) If a levy under execution or attachment shall be made against the Premises and such execution or attachment shall not be vacated or removed by court order, bonding, or otherwise within a period of ninety (90) days.

(e) If Landlord shall fail to complete the Demolition within six (6) months of the Effective Date.

Upon the occurrence of an Event of Default, the non-defaulting party may, at its option, give notice to defaulting party of the termination of this Lease and, upon thirty (30) days after service of such notice, this Lease, the Term, and Tenant's estate shall terminate (whether or not the Commencement Date shall

have occurred) and shall end with the same force and effect as if that day were the day fixed for the expiration of this Lease.

ARTICLE XI

EXPIRATION OR TERMINATION

Section 11.01 Extinguishment of Tenant's Rights. Upon the termination or expiration of this Lease from any cause, all rights and interests of Tenant, and all persons whomsoever claiming by, through, or under Tenant, shall immediately cease and terminate, and the Premises and the Facility, shall thence forward constitute and belong to and be the absolute property of Landlord or Landlord's successors and assigns, without further act or conveyance, and without liability to make such compensation to Tenant or to anyone whomsoever, and free and discharged from all and every lien, encumbrance, claim, and charge of any character created or attempted to be created by Tenant at any time.

Section 11.02 Early Termination by Landlord. Landlord shall have the right to terminate this Lease prior to the Expiration Date upon sixty (60) days' written notice to Tenant (the "**Early Termination Right**"). Upon exercise of the Early Termination Right, Landlord shall pay to Tenant the following: (a) a sum equal to the amount of funds Tenant may owe to any party for the repayment of grant funds received by Tenant for the construction of the Facility; plus (b) a sum equal to one twentieth (1/20) of Tenant's actual costs incurred for the Construction of the Facility multiplied by the number of years (including any partial year depending on the date of termination) remaining prior to the Expiration Date.

ARTICLE XII

ESTOPPEL CERTIFICATES

Section 12.01 Estoppel Certificates. Landlord and Tenant will execute, acknowledge, and deliver to the other promptly upon request, a certificate certifying as to the following:

- (a) That this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications).
- (b) The dates through which the Rent under this Lease has been paid.
- (c) The amount of the Rent then payable.
- (d) That no notice has been given by Landlord to Tenant of any default under this Lease which has not been cured and to the best of its knowledge and belief no default exists (or, if there has been any notice given or a default exists, describing the same).

Certificates from Landlord and Tenant pertaining to the same matters may be relied upon by any prospective Fee Mortgagee, or by any prospective assignee of an interest under this Lease or by any prospective subtenant of all or any portion of the Premises.

ARTICLE XIII

NOTICES

Section 13.01 Notices. Until a different address is provided in a notice to the other party, all notices, demands or requests made by either party to the other which are required or permitted by the provisions of this Lease shall be in writing and shall be deemed sufficiently given if: (a) delivered by hand (against a signed receipt); (b) mailed by United States certified or registered mail, return receipt requested, postage prepaid; or (c) sent by nationally recognized commercial overnight delivery service at the following address:

Landlord:

County of Dare
Attn: County Manager
954 Marshall C. Collins Drive
Manteo, NC 27954

Tenant:

Town of Manteo
Attn: Town Manager
Town Hall, 407 Budleigh Street, P.O. Box 246
Manteo, NC 27954

Notwithstanding anything contained in this Lease to the contrary, any notice required to be given by Landlord or Tenant hereunder shall be deemed to be effective as of the date such notice is received or refused as reflected on said notice.

ARTICLE XIV

COMPLIANCE WITH LAWS; ENVIRONMENTAL LAWS

Section 14.01 Compliance With Laws. Tenant warrants and agrees that, during the entire Term of this Lease and at its expense: (a) Tenant will conduct Tenant's activities on or related to the Premises only in full compliance with all applicable Laws; (b) Tenant will neither do nor permit any act or omission which could cause the Premises and Tenant's use thereof to fail to be in full compliance with all applicable Laws; and (c) Tenant will neither do nor permit any act or omission which could cause any Liabilities to exist or be asserted against Landlord or the Premises. Without limiting the foregoing, Tenant shall promptly cure all violations of Law for which Tenant has received notice or a public notice of violation has been issued and pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Law.

Section 14.02 Environmental Laws.

(a) Tenant warrants and agrees that, during the entire Term of this Lease and at its expense, Tenant shall comply with all Environmental Laws. Such compliance shall include Tenant's obligation to take Remedial Action when required by Law and to pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Law.

(b) Tenant shall notify Landlord promptly in writing if: (i) Tenant becomes aware of the presence

or Release of any Hazardous Material at, on, under, over, emanating from, or migrating to the Premises in any quantity or manner which could reasonably be expected to violate in any material respect any Environmental Law or give rise to any material Liability or the obligation to take Remedial Action; or (ii) Tenant receives any written notice, claim, demand, request for information, or other communication from a Governmental Authority regarding the presence or Release of any Hazardous Material at, on, under, over, emanating from, or migrating to the Premises.

(c) Tenant shall take and complete any Remedial Action with respect to the Premises in full compliance with all Laws and shall, when such Remedial Action is completed, submit to Landlord written confirmation from the applicable Governmental Authority that no further Remedial Action is required.

(d) Tenant shall provide Landlord with copies of all tests, studies, notices, claims, demands, requests for information, or other communications relating to the presence or Release of any Hazardous Materials at, on, under, over, emanating from, or migrating to the Premises.

ARTICLE XV

NO IMPAIRMENT OF LANDLORD'S TITLE

Section 15.01 No Impairment of Landlord's Title. Tenant shall not permit the Premises to be used by any Person at any time or times during the Term of this Lease in such a manner as would impair Landlord's title to or interest in the Premises or in such a manner as would cause a claim or claims of adverse possession, adverse use, prescription, or other similar claims of, in, to, or with respect to the Premises.

ARTICLE XVI

QUIET ENJOYMENT

Section 16.01 Quiet Enjoyment. Landlord covenants and agrees that, if and so long as Tenant observes and performs each and every covenant, agreement, provision, and condition of this Lease on the part of Tenant to be observed and performed throughout the Term of this Lease, Tenant may peaceably and quietly enjoy the Premises without hindrance or molestation of Landlord or any Person acting through Landlord.

ARTICLE XVII

LIMITATION OF LANDLORD'S LIABILITY

Section 17.01 Limitation of Landlord's Liability.

(a) If Landlord sells, assigns, or otherwise transfers (whether by operation of Law or otherwise) all or part of its interests in the Premises or this Lease: (i) Landlord shall be relieved of all obligations and Liabilities of Landlord under this Lease accruing after the effective date of such transfer; and (ii) the transferee shall be deemed to have assumed all of Landlord's obligations and Liabilities under this Lease effective from and after the effective date of the transfer.

(b) Landlord, its partners, members, shareholders, officers, directors, and principals, whether disclosed or undisclosed, shall have no personal liability under or in connection with this Lease. Tenant agrees that it shall look solely to Landlord's interest in the Premises and this Lease for the satisfaction of Tenant's remedies or to collect any judgment requiring payment of any money by Landlord.

ARTICLE XVIII

MEMORANDUM

Section 18.01 Memorandum. Either Landlord or Tenant may record a memorandum of this Lease or a memorandum of any amendment or modification of this Lease, provided the memorandum shall not include the financial terms of this Lease or of any amendment or modification of this Lease. Each party shall, upon the request of the other, join in the execution of a memorandum of this Lease or a memorandum of any amendment or modification of this Lease in proper form for recordation together with any transfer tax returns or forms necessary for such recordation. The party requesting such memorandum of Lease shall be responsible for the payment of any recording taxes. Upon the expiration or sooner termination of this Lease, Tenant covenants that it will, at the request of Landlord, execute, acknowledge, and deliver an instrument canceling any memorandum of Lease which is recorded and all other documentation required to record same. If Tenant fails or refuses to execute, acknowledge, and deliver such instrument of cancellation, then Tenant hereby appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute, acknowledge, and deliver such instrument of cancellation on Tenant's behalf.

ARTICLE XIX

EXTENSION TERMS

Section 19.01 Extension Terms. Unless Landlord or Tenant shall deliver a Notice of Termination prior to the Expiration Date, this Lease shall automatically extend for additional periods of two (2) years (each an "Extension Term"), with Tenant to pay Base Rent at the beginning of each Extension Term.

ARTICLE XX

MISCELLANEOUS

Section 20.01 Landlord and Tenant Representations and Warranties. Landlord and Tenant each represent and warrant that:

(a) This Lease has been duly authorized, executed, and delivered by such party and constitutes the legal, valid, and binding obligation of such party.

(b) There are no actions, suits, or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or at equity or before any Governmental Authority that would impair such party's ability to perform its obligations under this lease.

(c) The consummation of the transactions hereby contemplated and the performance of this Lease

will not result in any breach or violation of, or constitute a default under, any lease or financing agreement.

Section 20.02 No Waiver; Cumulative Rights of Landlord.

(a) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant with its undertakings, duties, and obligations hereunder, and no custom or practice of the parties hereto at variance with the provisions hereof shall constitute a waiver of Landlord's right to demand exact compliance with the provisions contained in this Lease.

(b) All rights, powers, and privileges conferred herein upon both parties hereto are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

Section 20.03 Attorneys' Fees. If any action is brought by either party against the other in connection with or arising out of this Lease, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action.

Section 20.04 Provisions Are Binding Upon Successors and Assigns. It is mutually covenanted, understood, and agreed by and between the parties hereto, that each of the provisions of this Lease shall apply to, extend to, be binding upon, and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors, and assigns of Landlord and Tenant hereto, and shall be deemed and treated as covenants running with the Premises during the term of this Lease. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors, and assigns of said party, the same as if in each case expressed.

Section 20.05 Applicable Law. This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State.

Section 20.06 Interpretation and Construction. This Lease shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any captions or headings used in this Lease are for convenience only and do not define or limit the scope of this Lease. The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. Whenever the singular or plural number, or masculine or feminine gender is used in this Lease, it shall equally apply to, extend to, and include the other.

Section 20.07 Severability. In the event any provision, or any portion of any provision of this Lease is held invalid, the other provisions of this Lease and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Section 20.08 Time Is of the Essence. All time limits stated in this Lease are of the essence of this Lease.

Section 20.09 No Agency. Nothing in this Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the parties. The parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Lease shall be construed to make either party liable for any of the indebtedness of the

other, except as specifically provided in this Lease.

Section 20.10 Entire Agreement. The making, execution, and delivery of this Lease by Tenant has not been induced by any representations, statements, covenants, or warranties by Landlord except for those contained in this Lease. This Lease constitutes the full, complete, and entire agreement between and among the parties hereto; no agent, employee, officer, representative, or attorney of the parties hereto has authority to make, or has made, any statement, agreement, representation, or contemporaneous agreement, oral or written, in connection herewith modifying, adding to, or changing the provisions of this Lease. No amendment of this Lease shall be binding unless such amendment shall be in writing, signed by both parties hereto and attached to, incorporated in and by reference made a part of this Lease.

Section 20.11 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed in duplicate counterparts each of which shall be deemed to be an original, the day and year first above written.

LANDLORD:
COUNTY OF DARE

By: _____
Name:
Title:

TENANT:
TOWN OF MANTEO

By: 
Name: James E. Ayers II
Title: Town Manager



Resolution in Support of Southern Dare County Channel Maintenance Project

Description

On December 16, 2019, the Board approved the APTIM proposals to allow for the submission of the grants for both the Central Dare County and Southern Dare County channel areas for maintenance and dredge material management permitting projects. In order for North Carolina DEQ to review the grant contracts for the Spoil Management Projects that were approved for submittal, a Dare County Resolution and No Conflict of Interest Certification is required.

Board Action Requested

Adopt the Resolution for the Southern Dare County Channel and sign the No Conflict of Interest Certification

Item Presenter

Robert Outten, County Manager

No Conflict of Interest Certification

Dare County Board of Commissioners 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 Southern Dare County Channel Maintenance 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 Southern Dare County Channel Maintenance 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. Dare County Board of Commissioners 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 Woodard, Sr.

Signature: _____

Title: Chairman, Dare County Board of Commissioners

Date: February 4, 2020



**RESOLUTION IN SUPPORT OF SOUTHERN DARE COUNTY
CHANNEL MAINTENANCE PROJECT**

WHEREAS, Dare County desires to sponsor, Southern Dare County Channel Maintenance Project, to provide suitable and sustainable dredge spoil management in preparation for the U.S. Army Corps of Engineers dredging project in Fiscal Year 2022.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) Dare County requests the State of North Carolina to provide financial assistance to Dare County for the Southern Dare County Channel Maintenance Project in the amount of \$113,820.88 or 66.67 percent of project construction cost, whichever is the lesser amount;
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions (if on public property);
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

This the 4th day of February, 2020.

Robert Woodard, Sr., Chairman

[SEAL]

Attest:

Cheryl C. Anby, Clerk to the Board



Resolution in Support of Central Dare County Channel Maintenance Project

Description

On December 16, 2019, the Board approved the APTIM proposals to allow for the submission of the grants for both the Central Dare County and Southern Dare County channel areas for maintenance and dredge material management permitting projects. In order for North Carolina DEQ to review the grant contracts for the Spoil Management Projects that were approved for submittal, a Dare County Resolution and No Conflict of Interest Certification is required.

Board Action Requested

Adopt the Resolution for the Central Dare County Channel and sign the No Conflict of Interest Certification

Item Presenter

Robert Outten, County Manager

No Conflict of Interest Certification

Dare County Board of Commissioners 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 Central Dare County Channel Maintenance 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 Central Dare County Channel Maintenance 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. Dare County Board of Commissioners 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 Woodard, Sr.

Signature: _____

Title: Chairman, Dare County Board of Commissioners

Date: February 4, 2020



**RESOLUTION IN SUPPORT OF CENTRAL DARE COUNTY
CHANNEL MAINTENANCE PROJECT**

WHEREAS, Dare County desires to sponsor, Central Dare County Channel Maintenance Project, to provide suitable and sustainable dredge spoil management in preparation for the U.S. Army Corps of Engineers dredging project in Fiscal Year 2022.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) Dare County requests the State of North Carolina to provide financial assistance to Dare County for the Central Dare County Channel Maintenance Project in the amount of \$116,317.82 or 66.67 percent of project construction cost, whichever is the lesser amount;
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions (if on public property);
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

This the 4th day of February, 2020.

Robert Woodard, Sr., Chairman

[SEAL]

Attest:

Cheryl C. Anby, Clerk to the Board



Advertise 2019 Tax Year Liens

Description

The total unpaid taxes as of January 29, 2020 on Real Estate are \$3,463,662.03. The Tax Collector will advertise unpaid taxes on Real Estate in the March 4, 2020 edition of the Coastland Times.

Board Action Requested

Order the Tax Collector to advertise the 2019 Real Estate tax liens.

Item Presenter

Becky Huff, Tax Collector



Board Appointments

Description

The following Boards have appointments this month.

1. Planning Board
2. Dare County Community Child Protection Team (CCPT) and Child Fatality Prevention Team (CFPT)

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Planning Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

February, 2020

BOARD APPOINTMENTS

PLANNING BOARD

(Three Year Term)

The following have terms to expire this month:

David Overton (At Large)

(Current Term 2/17 – 2/20)

(Originally Apptd. 2/08)

Michael Barr (District Two)

(Current Term 2/17 – 2/20)

(Originally Apptd. 8/12)

Beth Midgett (District Four)

(Current Term 2/17 – 2/20)

(Originally Apptd. 8/04)

David Overton, Michael Barr and Beth Midgett all wish to be reappointed.

At Large seat applications have been received from:

**Kermit W. Skinner, Jr., John Cook, Allen Moran, William J. Overman, Jr.
and Colleen R. Shriver**

District Two seat applications have been received from:

A. Gordon (Don) Milbrath and John Towler

District Four seat applications have been received from:

Aida Doss Havel and John Head

Other Members: See attached list

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
David Hines 306 First Flight Run Kitty Hawk, NC 27949 252-573-9547 david@coastalncobx.com District 3	2-21	Apptd. 3-19

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

3/19 – David Hines filled the unexpired term of Charles B. Read. Jr. who resigned.

REVISED 3/19

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice Waterways Commission

2nd choice Planning Board

3rd choice Zoning Board of Adjustment

Name Kermit W. Skinner, Jr.

Address 166 Cannon Trail

City/State/Zip Manteo NC 27954

Email Address kermit122@charter.net

Telephone Home: 252 305 5501

Business: _____

Resident of Dare County: yes no

Occupation: Retired Town Manager, Town of Manteo

Business Address: _____

Educational background:

Bachelor's Degree--Urban Studies and Planning Masters Degree Public Administration

Municipal and County Administration UNC Chapel Hill School of Government

Business and civic experience and skills:

30 years experience in local government as the Town Manager of the Town of Manteo

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

None at the moment.

REFERENCES

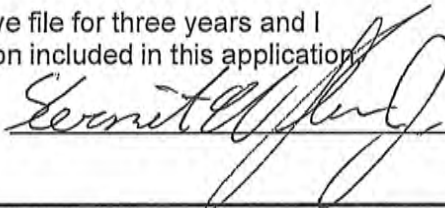
List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Bobby Owens	Mayor, Town of Manteo	PO Box 246 Manteo	252 256 0668
Mike Kelly	Local Businessman	PO Box 1089 NH	252 202 4116
Danny Couch	Local Businessman/DC Commissioner		252 475 4477

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: June 28 2019

Signature of applicant:



FOR OFFICE USE ONLY:

Date received: _____

7/1/19

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 Parks and Rec Board

2nd choice Planning Board

3rd choice Wildlife Board

Name John Cook

Address 109 Brakewood Rd

City/State/Zip Manteo, NC 27954

Email Address foresterjc@gmail.com

Telephone Home: 305-8122

Business: 252-542-0119

Resident of Dare County: yes no

Occupation: Forest Ranger - State of NC

Business Address: _____

Educational background:

BS Natural Resources, Masters in Forestry, NCSU

Business and civic experience and skills:

6+ years Dare Youth Sports Coaching

experienced in Environmental Education

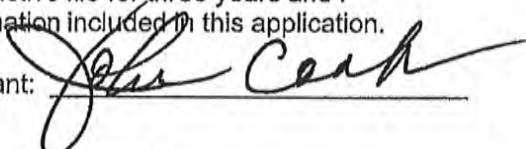
Other Boards/Committees/Commissions on which you presently serve:

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
Dean Tolson	- clerk court	- 2167114	
Bob Peele	- Wanchese Industrial Park		4735867
Boone Vandzura	- NPS Park Ranger		4758307

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: 4/5/2019 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 4-5-19

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

Dist. 4

Advisory Board or Committee interested in:

1st choice Albemarle Commission

2nd choice Tourism Board

3rd choice Planning Board

Name Aida Doss Havel

Address P.O. Box 676

City/State/Zip Rodanthe, NC 27968

Email Address aidahavel@gmail.com

Telephone Home: 919-740-7031

Business: same

Resident of Dare County: yes no

Occupation: Attorney

Business Address: (same as above)

Educational background:

BA, Davidson College, 1980; JD, UNC-Chapel Hill, 1984;

Masters in Conflict Resolution, UNC-G, 2015

Business and civic experience and skills:

- ① 30+ years in the legal system, first as a litigator, now as a mediator and peacemaker
- ② Extensive election administration experience, including 4 years on the Wake County Board of Elections, the last 2 as chair.
- ③ Extensive Board experience, including chair/president

of Friends of the Outer Banks History Center and
Unity Church of the Triangle.

④ Extensive board & committee service in multiple
legal organizations, including the Wake County Bar
Association and the NC Bar Association.
Other Boards/Committees/Commissions on which you presently serve:

Because I have just recently moved to Dare
County, I do not presently serve on any boards
or commissions, but I would very much
like to get involved (which is why I am making
this application).

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
Mr. Danny Couch	Commissioner/Realtor		252-475-4477
Mr. Gary Sims	Director, Wake County Board of Elections		919-856-6240
Ms. Tama Creef	Archivist, Outer Banks History Center		252-473-2655

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

Date: 12/12/18 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 12-14-18

AIDA DOSS HAVEL

P.O. Box 676

Rodanthe, North Carolina 27968

(919) 740-7031

www.havellaw.com, aida@havellaw.com, aidahavel@gmail.com

EDUCATION

- B.A., Davidson College, Davidson, North Carolina, 1980
- Certificate, University of Denver Publishing Institute, Denver, Colorado, 1980
- J.D., UNC School of Law, Chapel Hill, North Carolina, 1984
- Master's Degree in Peace and Conflict Studies, UNC-G, Greensboro, North Carolina, 2015

LAW SCHOOL ACTIVITIES

- North Carolina Law Review
- Medical Conditions Supervisor, Prisoners' Rights Project
- International Moot Court participant

MEMBERSHIPS

- North Carolina State Bar (admitted 1985)
- North Carolina Bar Association (Family Law and Dispute Resolution sections; current Co-Chair of The Civil Collaborative Committee of the Dispute Resolution section)
- Wake County Bar Association
- International Academy of Collaborative Professionals
- Global Collaborative Law Council

EMPLOYMENT

- **Participating Attorney**, Just Us (a collaborative law practice group) November 2018 - present
- **Participating Attorney**, Separating Together (a collaborative law practice group) November 2010 - November 2018
- **Attorney at Law**, Law Offices of Aida Doss Havel, January 2006 - October 2010
- **Attorney & Senior Partner**, Doss & Willis, L.L.P., August 1992 - December 2005
- **Associate Attorney**, Stratas & Weathers, October 1989 - July 1992
- **Associate Attorney**, Faison & Brown, October 1988 - September 1989
- **Attorney at Law**, Law Offices of Aida Fayar Doss, January 1987 - September 1988
- **Staff Attorney**, North Carolina Court of Appeals, March 1985 - December 1986
- **Marketing Assistant**, Harper & Row Publishers, New York, NY, September 1980 - May 1981

LEGAL ACTIVITIES AND HONORS

- Presentation to ABA Dispute Resolution Section annual meeting (anticipated April 2019)
- Presentations to two national collaborative law organizations (GCLC and IACP), 2018
- Course Planner and presenter/trainer at 5+ CLE seminars across North Carolina, 2016-2018
- Board Member, **Wake County Bar Association**, 2016-2018
- With the Honorable Christine Walczyk, Wake County District Court Judge, created and implemented a new volunteer mediation program in Family Court, 2015

- Presentation on Collaborative Law to students, faculty, and attorneys at UNC-Charlotte School of Law, 2015
- With the Honorable Jennifer M. Green, Wake County District Court Judge, created and implemented a new court to mediate custody claims in domestic violence cases, 2013-2014
- Taught family law, collaborative law, and elections law to a visiting group of mediators from Belarus, April 2014
- Co-taught a 15-hour Basic Collaborative Law course, April 2014, April 2015, Spring 2017
- Taught mediation to a co-housing group, January 2014
- Authored "Ten Things You Probably Didn't Know About Collaborative Law" for the December 2013 issue of the NC Advocates for Justice' *Trial Briefs* magazine
- Participant in panel presentation on "The Paradigm Shift" at Campbell Law School Symposium on "The Virtuous Lawyer," 2013
- IACT Leadership Committee (www.iactprogram.com), July 2011 – present
- Team taught two multi-day seminars (3 days and 4 days) on Collaborative Law in the Health Care Context, 2011 and 2012
- Presentation on Collaborative Law to family law class at NC Central School of Law, 2010, 2011, and 2012
- Ongoing presentations about NC family law to mediators seeking certification as Family Financial Mediators, 2010-present
- Participant, NCBA's "4All" Day of Service call-in program, 2009, 2010, 2012, and 2014
- Presentation on "Financial Issues in Family Law" to Triangle Pastoral Counseling, 2009
- Presentation on "Starting Your Own Family Law Practice" to the NC Advocates for Justice (formerly Academy of Trial Lawyers), 2008
- Ongoing presentations to women in recovery at The Healing Place, 2008 - 2010
- Wake County Family Court Improvement Committee, 2007 – present
- Original Bench/Bar Transitional Family Court Committee, 2002
- Women's Center Legal Hotline, 1990 - 2003
- President, Wake County Family Lawyers, 1990 – 1991
- Outstanding Volunteer Lawyer Award, 1996
- Taught seminar on Family Law for attorneys, 1993
- Lectured to various paralegal classes on Family Law, early 1990s
- Lectured to State government employees on wills and other estate documents, early 1990s

ADVANCED LEGAL TRAINING

- Trained in Advanced Non-Violent Communication, 2010, 2012
- Trained in Advanced Collaborative Law, 2008
- Trained as a Parent Coordinator, 2007
- Trained in Non-Violent Communication, 2007
- Trained as a Family Financial Mediator, 2006
- Trained in Collaborative Law, 2005

CIVIC INVOLVEMENT

- **Dare County Board of Elections** precinct official, May 2018 – present
- **Wake County Board of Elections** Coordinator, July 2014 – November 2016
- Authored "A Handbook for New County Board of Elections Members in North Carolina," August 2013; presented copies to all 300 county Board of Elections' members
- Presentation on "County Board Members 101: What You Need to Know" at statewide training for 300 county board of elections members, August 2013
- Chair, Wake County Board of Elections, July 2011 – July 2013
- Secretary, Wake County Board of Elections, July 2009 – June 2011

- **Legislative Liaison**, Election Boards Association of North Carolina, July 2009 – July 2013
- **Chief Judge** in Precinct 11-02, August 2007 – July 2009
- **Wake County Board of Elections** precinct official in Precinct 11-02, 1994 – July 2009
- President, Board of Trustees, **Unity Church of the Triangle**, April 2011 – March 2012 (Vice-President, June 2010 – March 2011; member at large, March 2010 – June 2010, March 2012 – March 2013)
- Board Member, **Friends of the Outer Banks History Center**, November 2011 -- present
- Board Member, **Triangle Pastoral Counseling**, 2008 - 2011
- Board Member, **NC-GALA** (Gay and Lesbian Attorneys), 2007 - present
- Ongoing participation in **Capital Area Teen Court**, 2013 – 2015
- Participated in tutoring relocated Montagnard parents and children, February 2013 – December 2014
- Participated in remodeling a disabled child's bedroom with April's Angels in Pittsboro, North Carolina, May 2012
- Participated in a support circle for a local homeless family through Unity Church of the Triangle and Catholic Charities, 2010-2011
- Participated in rebuilding a Katrina-destroyed home with the St. Bernard Project in Chalmette, Louisiana, May 2009

POLITICAL ACTIVITIES

- Member, Dare County Democratic Party and Dare County Democratic Women, May 2018 – present
- Secretary, Wake County Democratic Party, January 2009 – April 2009 (resigned due to a statutory conflict)
- Member, Wake County Democratic Women, 2006 - 2009
- Member, Lillian's List, 2004 – 2009
- Member, ACLU, 2004 – 2009
- Member, League of Women Voters, 2004 – 2009

PERSONAL

- Married to John M. Havel; one stepson; two cats

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 _____

3rd choice _____

Name John Head

Address PO Box 336

City/State/Zip Frisco, NC 27936

Email Address john@colonyrealtycorp.com

Telephone Home: 252-216-7807

Business: 252-995-5500

Resident of Dare County: yes no

Occupation: Real Estate Sales

Business Address: 52327 NC 12 Hwy, Frisco 27936

Educational background:

High School

Continual learning though Business education and Coaching, NAR Leadsiph 100-300

Business and civic experience and skills:

Outer Banks Association of Realtors (OBAR) President 2017 and Director 2011, 2012, 2016, 2017 and 2018

316 Ministies, Hatteras Island Youth outreach From 2000 to 2016

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

OBAR Legislative Committee, OBAR Education Committee

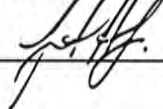
President, Board member of the Bertie County Hunt Club, INC

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
Beth Midgett	Property Management	252-996-0133	
Barrett Bodiford	Cres Com Bank	252-995-3250	
Jon Williams	Construction	252-995-2088	

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: 08/28/2018 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 8/28/18

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 University, 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

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 4.) Board of Adjustment

2nd choice ABC Board 5.) Equalization & Review

3rd choice Tourism Board 6.) Health & Human Services

Name Allen Moran

Address 381 Mother Vineyard Rd

City/State/Zip Manteo, NC 27954

Email Address allenm@darenc.com

Telephone Home: (252) 423-1309

Business: (252) 475-9222

Resident of Dare County: yes no

Occupation: Police Officer / Real Estate Broker / Restaurateur

Business Address: 7623 S. Virginia Dare Trl Nags Head, NC

Educational background:

NC licensed real estate broker, NC Justice Academy,

College of the Albemarle

Business and civic experience and skills:

Rotary International Community Service Chair (Manteo, 2012),

U.S. Restaurant Association Board Member

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


NCDOT Board, Roanoke Island Community Center,
Albemarle Regional Planning Organization,
Peanut Belt Regional Planning Organization

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>RV Owens</u>	<u>Self-Employed</u>	<u>Manteo, NC</u>	<u>216-8079</u>
<u>Doug Daughtie</u>	<u>Sheriff (Dare)</u>	<u>KDH, NC</u>	<u>216-9898</u>
<u>Marc Basnight</u>	<u>Retired</u>	<u>Manteo, NC</u>	<u>216-6703</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: 02/02/2016 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: _____

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 Airport Authority

2nd choice Planning Board

3rd choice Veterans Advisory Council

Name William J. Overman, Jr.

Address 110 Puddle Lane

City/State/Zip Manteo, NC 27954-9595

Email Address fourbranch@earthlink.net

Telephone Home: 252-473-2126

Business: —

Resident of Dare County: yes no

Occupation: Retired U.S. Navy

Business Address: —

Educational background:

B.S. Wake Forest University

Post Grad U of Pitt

Business and civic experience and skills:

Airport Authority early 2000s

Albemarle Commission

First Fit society Bd 20 yrs

1st Fit military Officers Ass. (MOAA) Local chapter 4 yrs Pres

MOAA State President & Bd of Directors

4th Branch Bd (Federal Co-Chair)

Boy Scouts

League

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

None

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>CLARENCE SKINNER</u>			
<u>Dr. Charles Davidson</u>			
<u>day wheeles</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: 1/26/17 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 1/26/17

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, Roanoke Island & Mainland District

2nd choice _____

3rd choice _____

Name Colleen R. Shriver

Address 118 Carolina Ct West

City/State/Zip Manteo, NC 27954

Email Address colleen@sunandsea.com

Telephone Home: _____
252-305-4585
Business: _____

Resident of Dare County: yes no

Occupation: Real Estate Agent

Business Address: CENTURY 21 Nachman Realty

Educational background:
High school graduate. Extended education includes professional education
_____ in the licensing fields of Insurance and Real Estate.

Business and civic experience and skills:
Self employed real estate licensee, 2015 Pres. Outer Banks Association of
_____ REALTORS, Served on or Chaired Association's Legislative Committee 6 yrs

Other Boards/Committees/Commissions on which you presently serve:
Vice-Chair Outer Banks Association of REALTORS Legislative Committee,


Member: Finance & Budget, ByLaws & Policy, RPAC Committees

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
Willo Kelly,	Executive Officer OBAR,	201 Eighth St, Nags Head	252-441-4026
J. Duke Geraghty,	Starco Construction,	103 The Winery, Manteo	252-202-8861
Carl Curnutte,	Dir. Elizabethan Gardens,	1411 Nat'l Park Dr Manteo	2524733234

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: 1-11-2019 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 1-11-19

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.

Advisory Board or Committee interested in:

1st choice Planning Board At Large or District 2

2nd choice Tourism Board

3rd choice _____

Name: John Towler

Address: 1704 Virginia Avenue

City/State/Zip Kill Devil Hills, NC 27948

Telephone Home: (252) 216-9999

Business: (252) 449-5329

Resident of Dare County: yes no

Occupation: police sergeant (Investigations)

Business Address: 102 Town Hall Drive, Kill Devil Hills, NC 27948

Educational background:

1989 Graduated from Cal State University Chico, BA German, 1995 Graduated from Pitt Community College's BLET program,

Business and civic experience and skills:

Member of Domestic Violence Prevention Organization (2005-Present), Member of Child Abuse Task Force (2010-Present), Member of Dare Community Crime Line (2005-Present), YMCA Board of Directors (2011 - Present)

Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

none for the Dare County

Expiration Date of Terms:

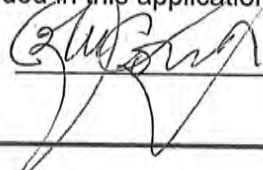
REFERENCES

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
Sheila Davies	Mayor, Town of Kill Devil Hills	POB 1605, KDH NC	(252) 475-0033
Donna Trivette	Chair, YMCA Board of Directors,	3000 S. Croatan Hwy, NH	(252) 449-8897
Temple Hegge	Outer Banks Hotline	602 Amanda Street, Manteo	(252) 473-3366

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: 2/4/2012
2/2015

Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: _____

Date forwarded to County Commissioners: _____



*Dare County Community Child Protection Team (CCPT)
and
Child Fatality Prevention Team (CFPT)*

Description

The Health and Human Services Board voted to recommend that Wendy Furlough be appointed to the Dare County Community Child Protection Team as a Member at Large Appointment - Outer Banks Hospital to replace Anthony Buzzacco

Board Action Requested

Make Appointment

Item Presenter

Robert Outten, County Manager

February, 2020

BOARD APPOINTMENT
DARE COUNTY COMMUNITY CHILD PROTECTION TEAM (CCPT)
AND
CHILD FATALITY PREVENTION TEAM (CFPT)

The Health and Human Services Board voted to recommend the appointment of Wendy Furlough to the Dare County Community Child Protection Team to replace Anthony Buzzacco

Her application is attached.

Other Members:
See attached list

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice CCPT/CFPT

2nd choice _____

3rd choice _____

Name Wendy Hardison Furlough

Address PO Box 71

City/State/Zip Nags Head, NC 27959

Email Address wendy.furlough@theobh.com

Telephone Home: 252-506-6019

Business: 252-449-5684

Resident of Dare County: yes no

Occupation: Emergency Dept. Social Worker

Business Address: TOBH, 4800 S. Croatan Hwy.

Educational background: Nags Head, NC 27959

BS - Education

Grad Student - Social Work

* 20+ years of county/state social work experience
Business and civic experience and skills:

- ① Community Emergency Response Team - Washington Co., NC; Emergency Responder of the Year 2016
- ② Meals on Wheels - deliverer
- ③ Guest Speaker - 9/14/19 - GEMS (DareCo)

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

- ① Dare Co. Child & Adult Community Collaborative
- ② Paramedicine Work Group - TOBH
- ③ Stroke Committee - TOBH
- ④ Dementia Friendly Hospital Team - TOBH

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>Devereux Grindle</u>	<u>TOBH Director of Quality</u>		<u>441.4553</u>
<u>Marcia Bryant</u>	<u>TOBH VP Clinical Operations</u>		<u>449.4513</u>
<u>Clifton Hardison</u>	<u>Washington Co. DSS Director</u>	<u>PO Box 70, Plymouth NC 27962</u>	<u>252.793.4041</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: 1.6.20

Signature of applicant: Wendy Furlough

FOR OFFICE USE ONLY:

Date received: _____

COMMUNITY CHILD PROTECTION TEAM
 CHILD FATALITY PREVENTION TEAM
 TEAM COMPOSITION
 2019

<u>Person</u>	<u>Representing</u>
Jeff Gard	Law enforcement
Keith Letchworth	Trillium
Jodi Wyant	Member at Large
Lisa Weatherly	District Attorney's Office
Chuck Lycett	Social Services Director – CCPT Coordinator
Sally Laws	DHHS – SSD
Kathleen Foreman	Guardian Ad Litem
Theresa Forward	Economic Improvement Council
L'Tanya Murray	DHHS Board
Jeff Mitchell	EMS
	County Medical Examiner
Dr. Cara Sumners	Local Health Care Provider
Judge Edgar Barnes	Chief District Court Judge
Ashley Jackson	Board of Education
Sheila Davies	Health Director
Nancy Griffin	Children and Youth Partnership – Member at Large
Michael Lewis	Hotline - Member at Large
	CFPT Coordinator
Beth Storie	Parent who lost a child before the age of 18

Dare County
Community Child Protection Team
and
Child Fatality Prevention Team

Community Child Protection Teams (CCPT) were established as one means for the state and local communities to form a partnership to strengthen child protection and in response to Executive Order 142 in May 1991. The duties and responsibilities of the CCPT are contained in North Carolina Administrative Code - 10A NCAC 70A .0201. The original purpose and composition of the team were further formalized and expanded by N.C.G.S. §7B-1406, effective July 1, 1993.

In North Carolina, each CCPT reviews active child welfare cases, fatalities, and other cases brought to the team for review. The purpose of the case reviews is to identify systemic deficiencies in child welfare services or resources. Once identified, teams develop strategies to address the gaps in the child welfare system within the county and report to the state areas of concern that warrant action by the state. Teams promote child well-being through collaboration and public awareness.

Child Fatality Prevention Team (CFPT) - The Dare County CCPT has chosen to review the records of **all** additional child fatalities and report findings in connection with these reviews to the Team Coordinator of the North Carolina Child Fatality Prevention Team (hereafter, CFPT) at the Department of Environment, Health, and Natural Resources in lieu of a separate CFPT.

The team's composition is mandated in NCGS 7B-1406 and includes:

CCPT

1. The **county director of social services** and a member of the director's staff;
2. A **local law enforcement officer**, appointed by the board of county commissioners;
3. An **attorney** from the district attorney's office, appointed by the district attorney;
4. The **executive director of a local community action agency**, as defined by the Division of Economic Opportunity, Department Health and Human Services, or the executive director's designee;
5. The **superintendent of each local school administrative unit** located in the county, or the superintendent's designee;
6. A **member of the county board of social services**, appointed by the chair of that board;
7. A local **mental health professional**, appointed by the director of the area authority established under N.C.G.S. §122-C;
8. The local **guardian ad litem coordinator**, or the coordinator's designee;
9. The **director of the department of public health**; and
10. A **local health care provider**, appointed by the local board of public health.

CFPT

1. An emergency medical services provider or firefighter, appointed by the board of county Commissioners
2. A district court judge, appointed by the chief district court judge in that district
3. A county medical examiner, appointed by the Chief Medical Examiner
4. A representative of a local child care facility or Head Start Program, appointed by the director

of the county DSS

5. A parent of a child who died before reaching the child's eighteenth birthday, to be appointed by the board of county commissioners.

The board of commissioners may appoint a maximum of five additional members to represent various county agencies or the community at large.

The CCPT/CFPT is requesting the following appointments from the Dare County Board of Commissioners:

1. Wendy Furlough - Member at Large Appointment - Outer Banks Hospital (replacing Anthony Buzzacco)



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.

March, 2020 – None

April, 2020

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 of Manns Harbor Marina. The Commission meets six times per year and reports directly to the Dare County Board of Commissioners.

3 terms expiring April 2020

May 2020

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 May 2020

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 May 2020

-----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 Cheryl C. Anby, Clerk to the Board, at 252-475-5800.



Commissioners' Business & Manager's/Attorney's Business

Description

Remarks and items to be presented by Commissioners and the County Manager.

Board Action Requested

Consider items presented

Item Presenter

Robert Outten, County Manager