



COUNTY OF DARE
PO Box 1000. MANTEO. NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

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

Monday, January 03, 2022

“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** Service Pins - January, 2022
- ITEM 3** Employee of the Month
- ITEM 4** Public Comments
- ITEM 5** Public Hearing on a Request to close a portion of Beacon Rd in Rodanthe
- ITEM 6** Presentation of Fiscal Year 2021 Audit Report
- ITEM 7** Banking Services Contract Renewal
- ITEM 8** Extension Request for Waves Retreat Special Use Permit
- ITEM 9** Julia Taft - Buxton Zoning Map Amendment Application
- ITEM 10** RFQ for Stormwater Master Plan Update
- ITEM 11** Resolution- Application for Rulemaking for No Wake Zone Extension in Avon
- ITEM 12** Dare County Beach Nourishment - Towns Project
- ITEM 13** Capital Project Ordinance for Avon/Buxton Beach Nourishment Project
- ITEM 14** Resolution of the County of Dare, NC, Declaring the Intent of the County of Dare, NC to Reimburse Itself for Capital Expenditures from the Proceeds of Certain Tax-Exempt Obligations
- ITEM 15** Resolution Authorizing the Negotiation of an Amendment to an Installment Financing Contract, Directing the Publication of Notice with Respect Thereto & Providing for Certain Other Related Matters
- ITEM 16** Review of 2022-23 Grant Application from the Economic Improvement Council
- ITEM 17** Large Item Pick Up Budget Amendment
- ITEM 18** Consent Agenda
1. Approval of Minutes
 2. DHHS - Social Services Low Income Household Water Assistance Program
 3. Dare County Fire Extinguisher Service Contract
 4. Budget Amendment and Change to Capital Project Ordinance for Cooperative Extension
 5. Budget Amendment for Oil Spill Exercise Grant
 6. Budget Amendment: Dare MedFlight
- ITEM 19** Board Appointments
1. Stumpy Point Community Center Board
 2. Planning Board
 3. Upcoming Board Appointments
- ITEM 20** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 5:00 P.M. ON JANUARY 18, 2022



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, Sr.



Service Pins - January, 2022

Description

Service pins for the month of January will be presented

Board Action Requested

None

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. Masks and social distancing required.

Comments can be made at the Commissioners Meeting Room in Manteo (Administration Bldg., 954 Marshall Collins Drive, Manteo) or through an interactive video link at the Fessenden Center Annex (47013 Buxton Back Road, Buxton).

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Public Hearing on a Request to close a portion of Beacon Rd in Rodanthe

Description

Daniel Kerlakian is requesting that the unimproved eastern terminus and cul-de-sac portion of Beacon Road in Rodanthe be permanently closed pursuant to the requirements of North Carolina General Statute 153A-241. Attorney David Dixon is representing Mr. Kerlakian.

At the close of the public hearing the board will be in a position to act on the request. (motion to adopt--"I Move to adopt the order permanently closing the unimproved eastern terminus and cul-de-sac portion of Beacon Road in Rodanthe, as requested by the applicant.")

Should it be the consensus of the board to not close the portion of Beacon Road no action is necessary.

Board Action Requested

Conduct Public Hearing

Item Presenter

Noah H Gillam, Assistant Planning Director

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

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

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

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

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

Applicability of NCGS § 153A-241

Per North Carolina General Statutes (NCGS) § 153A-241, a "county may permanently close any public road or any easement within the county and not within a city, except public roads or easements for public roads under the control and supervision of the Department of Transportation" via a board of commissioner's resolution declaring its intent to close the public road or easement and calling a public hearing on the question after providing three weeks' notice.

§ 153A-238(a) pertains specifically to Article 12 defining "public road" or "road" to mean "any road, street, highway, thoroughfare, or other way of passage that has been irrevocably dedicated to the public or in which the public has acquired rights by prescription, without regard to whether it is open for travel...." Per a 1994 Advisory Opinion from the North Carolina Attorney General, "The recording of a plat with roads designated as "public" constitutes an irrevocable offer of dedication to the public..." (*Mr. Leon M. Killian, III, NCAG 1994*). A recent North Carolina Appeals Court decision barring a surfer from using a subdivision's access easement in Duck highlights this point; In *Hovey v. Sand Dollar Shores Homeowners Association, Inc.*, the plat map read, "the streets and roads in this subdivision are dedicated to public use," but did not specifically identify the walkway/easement in question as dedicated to public use. The court found that the road was public but the easement was not.

The dedication on the Southern Vista plat map (enclosed) reads, "The streets and roads in this subdivision are dedicated to public use." The plat map was accepted via signature and recorded by the County Clerk of Dare County. Unlike other subdivisions in the area, the plat map specifically states that the roads are dedicated to public use. For example, the plat map for the subdivision Rodanthe By The Sea states, "the streets on this plat are private streets." Other subdivisions in the area either have "private" written on the streets or dedicate the streets to "public or private use, as noted." Here, there is no ambiguity as to the dedication of E. Beacon Road for public use and thus § 153A-241 applies.

Closure Requirements

NCGS § 153A-241 further states, "If, after the hearing, the board of commissioners is satisfied that closing the public road or easement is not contrary to the public interest and (in the case of a road) that no individual owning property in the vicinity of the road or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the board may adopt an order closing the road or easement.

Closure Not Contrary to Public Interest

The easternmost portion of E. Beacon doglegs north and over time as the beach has eroded it has become covered with sandy beach and dunes. This portion of Beacon has been historically used by the public for beach access in addition to parking for renters and homeowners of 23292 (Lot7), 23298 (Lot 6) and at one point the home just to the north (Lot 5) that is now a vacant lot

and precluded from development due to CAMA regulations. Additionally, this section of beach (north of Rodanthe Pier) is not a designated off road vehicle route per the official National Park Service map (enclosed).

Due to beach erosion over time, these homes have consistently had separated septic systems during mild to moderate ocean over wash events. The closure of this portion of Beacon Road would provide for additional space for these systems to be moved further west up the beach, as there is significant space between the property lines and vegetated sand dunes. Having these homes more operable would not only provide more revenue to the County, but would also greatly reduce the environmental health hazards associated with regularly separated septic systems. Both of these benefits are in the best interest of the public.

Furthermore, closing the road would not be detrimental to the public interest as it would have no impact on the public's right to use the beach. Established law in North Carolina is the right to public access over the wet and dry sand beach is a public trust right. The public would still be able to access the beach from E. Beacon. Additionally, no off road vehicles are permitted on this section of the beach and thus closing the road would not impact off road traffic.

Closure Will Not Deprive Neighbors of Reasonable Means of Ingress and Egress

Petitioners own two of the five lots at the end of E. Beacon. The southernmost adjacent lot to this portion of road in question (23288 E. Beacon) is technically not part of the Southern Vista subdivision but has an existing easement on to Beacon Road. Access will not be impacted. The two lots north of Lot 6, are vacant land without the possibility of development per CAMA regulations. Lot 5 is identified as Vacant Lot (Private) and lot 4 as a Wash Out.

An access easement to Lots 5 and 4 could be made a condition to the road closure. Although it is clear that these lots will not be practically impacted due to the fact that the lots are vacant and unable to be developed, and no vehicle access is permitted on the portion of land at issue and the area is currently accessible by anyone as public trust land, granting an access easement will ensure that the road closure meets the ingress and egress requirement of the statute.

Result of Closure

Last, § 153A-241 indicates, "upon the closing of a public road or an easement pursuant to this section, all right, title, and interest in the right-of-way is vested in those persons owning lots or parcels of land adjacent to the road or easement, and the title of each adjoining landowner, for the width of his abutting land, extends to the center line of the public road or easement."

If after the hearing, the Board moves to close the road, the properties adjacent to that portion of the road would take title to the property extending out to the center line of the road. Because this is a curved portion of road with a cul-de-sac, there is some ambiguity as to how the new property lines would be drawn. It would be appropriate to respectfully suggest that the Board of County Commissioners delegate approval of the final property lines to be

handled administratively by the director of the Dare County Planning Department. The commissioners may also consider giving the director discretion in regard to the size and placement of an easement to the owners of lots 4 and 5.

Unofficial Document

Unofficial Document

Unofficial Document

FILED
78 JUN 11 AM 10 49

ESTELLE S. TILLET
REGISTER OF DEEDS
DARE COUNTY, N.C.

I, the undersigned, the owner General of the property shown hereon, hereby adopt this plan of subdivision with my free will, and agree to build, and dedicate all roads, drives, walks, parks, and other sites for public or private use as noted. Further, I hereby certify the land as shown hereon is within the plating jurisdiction of Dare County.

Date
Victor H. Rubin
Owner or Authorized Agent
Victor H. Rubin
Owner or Authorized Agent

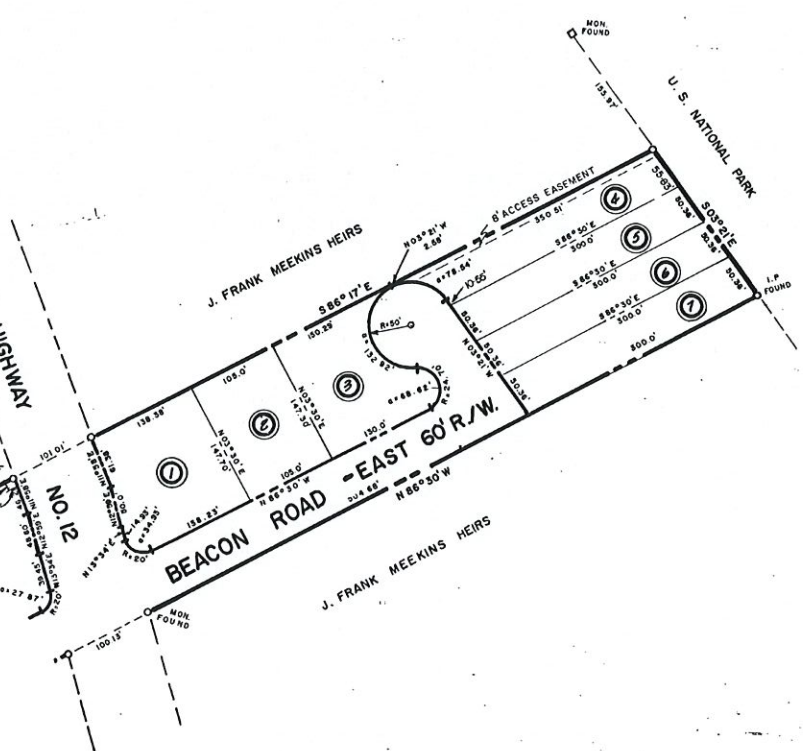
NORTH CAROLINA, DARE COUNTY
The foregoing certificate of D. J. Neal, Registered Land Surveyor, and W. C. Davis, a Notary Public, of Dare Co., N.C. are certified to be correct.
Witness my hand and seal this 11th day of June, 1978, at 10:49 o'clock P.M., and recorded in this office in Book PCA, Page 34.

By Estelle S. Tillet
Register of Deeds

NESEA DEDICATED TO DARE COUNTY FOR TRASH DISPOSAL CONTAINERS



STATE OF NORTH CAROLINA COUNTY OF DARE
I, D. J. Neal, do hereby certify that this map was drawn from an actual survey made by me, does accurately represent the same, and that the boundaries shown thereon are as shown as broken lines plotted from information found in that Book and that this map was prepared in accordance with the laws of this State and I am a duly Licensed and sworn Surveyor.
Witness my hand and seal this 11th day of June, 1978.
Sworn to and subscribed before me this 11th day of June, 1978.
My commission expires JAN 13, 1982



SOUTHERN VISTA

OWNERS P.W. MEEKINS AND A.W. MEEKINS
KINNEKEET TWP. DARE COUNTY
RODANTHE VILLAGE NORTH CAROLINA
SCALE: 1" = 100' OCTOBER, 1978
SURVEYORS ROSE AND PURCELL INC. ENGINEERS PLANNERS
MANTEO, N. C.



I hereby certify that the lots proposed in this subdivision entitled SOUTHERN VISTA meet the requirements as to minimum area for an individual street disposal and water supply system as provided by ordinance of the Dare County Board of Health. Lots are evaluated separately as to topography, drainage and soil quality.
Joseph J. Noter
Dare County Board of Health
Belgium 10/27/77

THE STREETS AND ROADS IN THIS SUBDIVISION ARE DEDICATED TO PUBLIC USE. HOWEVER, THEIR MAINTENANCE WILL BE THE SOLE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNERS UNTIL THEY ARE BROUGHT UP TO THE STANDARDS OF THE N.C. DEPT. OF TRANSPORTATION (SECT. 81-A DARE CO. SUBDIVISION REGULATIONS & N.C.G.S. 136-102.6).



I, Melva B. Garrison, the County Clerk of Dare County, North Carolina, do hereby certify that on the 11th day of June, 1978, the Board of County Commissioners approved this plan for recording and accepted the dedication of the roads, easements, right-of-way and public parks and other sites for public purposes as shown hereon, but assume no responsibility to open or maintain the same until, in the opinion of the governing body of Dare County it is in the public interest to do so.
Witness my hand and seal this 11th day of June, 1978.
County Clerk
Melva B. Garrison

AFFIDAVIT OF DANIEL M. KERLAKIAN AND CARLY R. KERLAKIAN

We, Daniel and Carly Kerlakian, residents of Cincinnati, Ohio, the undersigned, first being duly sworn, do hereby depose and say:

1. We are the exclusive owners of real property located at 23298 E. Beacon Road (hereinafter "our property"), located in Dare County, North Carolina as recorded in Book 2540, Page 165 in the Dare County Public Registry.
2. Our property adjoins the Dare County public road known as E. Beacon Road.
3. The permanent closing of the portion east of the point approximately 20 feet east of the second to last utility pole ("Easternmost Portion") of the Dare County public road known as E. Beacon Road does not inhibit ingress or egress to our property.
4. We would still have access to our property via E. Beacon Road.
5. We support the Dare County Board of Commissioners closing permanently the Easternmost Portion of E. Beacon Road.



Daniel M. Kerlakian




Carly R. Kerlakian

State of Ohio 7
 7
 59. 7
County of Hamilton 3

Signed before me this 7th day of November by
Daniel M. Kerlakian and Carly R. Kerlakian.



Margaret Condit Gibson, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.


By: Margaret C. Gibson, Attorney-At-Law
My commission does not expire.

AFFIDAVIT OF ERICK L. SAKS AND VANESSA M. SAKS

We, Erick and Vanessa Saks, residents of Saint Johns, Florida, the undersigned, first being duly sworn, do hereby depose and say:

1. We are the exclusive owners of real property located at 23292 E. Beacon Road (hereinafter "our property"), located in Dare County, North Carolina as recorded in Book 2552, Page 001 in the Dare County Public Registry.
2. Our property adjoins the Dare County public road known as E. Beacon Road.
3. The permanent closing of the portion east of the point approximately 20 feet east of the second to last utility pole ("Easternmost Portion") of the Dare County public road known as E. Beacon Road does not inhibit ingress or egress to our property.
4. We would still have access to our property via E. Beacon Road.
5. We support the Dare County Board of Commissioners closing permanently the Easternmost Portion of E. Beacon Road.

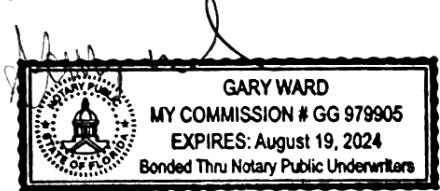
Erick L. Saks

Erick L. Saks, Lt. Col (Ret), USAF

Vanessa M. Saks

Vanessa M. Saks, Lt Col (Ret), USAF

November 7, 2021







BANZAI LANDING

JOE BELL LN

NC 12 HWY NC 12

BEACON RD

PAPPY LN

EAST POINT DR

MCGOWAN

WASHOUT LOT - TATUM

SPECIAL K's OBX LLC

KER ARIAH

SAKS

SPECIAL K's OBX

SPECIAL K's OBX



COUNTY OF DARE
Department of Emergency Management
Office of the Fire Marshal
P.O. Box 1000, Manteo, North Carolina, 27954

Steven R. Kovacs
Fire Marshal

(252) 475-5750
Fax: (252) 473-3168

To: Donna Creef, Planning Director
From: Steven R. Kovacs, Fire Marshal
Date: November 29, 2021
Re: Beacon Road

I have reviewed the material presented for the road closure on E. Beacon Road. A 20-foot easement must be established and recorded for access to the undeveloped properties to the north. This 20-foot wide access must be maintained up to the existing lots to allow for unencumbered vehicle access and this area is not to be used for parking for either of the existing homes or future development.

If you have any question please let me know.

** Please understand that approval of any documents in no way relieves the owner, the architect, the engineer, or the contractor from the responsibility of violations of governing codes and regulations not found by our office. When such violations are found they must be corrected.*

ORDER

**ORDER ADOPTED BY THE DARE COUNTY BOARD OF COMMISSIONERS
DECLARING A PORTION OF DARE COUNTY PUBLIC ROAD
KNOWN AS BEACON ROAD CLOSED**

WHEREAS, the unimproved eastern terminus and cul-de-sac portion of Beacon Road is located in unincorporated Dare County, and

WHEREAS, the unimproved eastern terminus of Beacon Road and the cul-de-sac portion of Beacon Road is a publicly-dedicated road as noted on the plat for Southern Vista Subdivision, Map Book A Slide 34 dated January 11, 1978 in the Dare County Register of Deeds, and

WHEREAS, the Dare County Board of Commissioners conducted a Public Hearing on January 3, 2022 to receive comments on its intent to permanently close a portion of Beacon Road located between Southgate Drive and East Point Drive in Rodanthe, as noted on the map of the area labeled Attachment A with this ORDER, and

WHEREAS, the hearing was duly advertised and the other notice procedures of NCGS 153A-241 enacted including posting of the area proposed for closing and notice to the adjoining property owners, and

NOW, THEREFORE, BE IT RESOLVED, the Dare County Board of Commissioners adopts this ORDER declaring the unimproved eastern terminus and cul-de-sac portion of the publicly-dedicated road known as Beacon Road in Rodanthe, North Carolina to be closed in accordance with North Carolina General Statute 153A-241 and a certified copy of this ORDER shall be recorded in the Dare County Register of Deeds.

ADOPTED the 3rd day of January, 2022 by the Dare County Board of Commissioners

SEAL:

Robert L. Woodard, Sr., Chairman
Dare County Board of Commissioners

ATTEST:

Cheryl C. Anby, Clerk



Presentation of Fiscal Year 2021 Audit Report

Description

Bob Taylor, audit partner with the County's audit firm, Potter & Company, and the Finance Director will present the June 30, 2021 audit, and the Annual Comprehensive Annual Report. Mr. Taylor will be remote.

Board Action Requested

None. Report only.

Item Presenter

Bob Taylor, Potter & Company, and David Clawson, Finance Director



Banking Services Contract Renewal

Description

Please see the following Item Summary.

Board Action Requested

Approve Contract

Item Presenter

David Clawson, Finance Director

Item Summary: Banking Services Contract Renewal

Staff requests that the current agreement with PNC Bank for various services be renewed for a five-year term. Pricing is per Exhibit A of the following contract and are fixed for the entire five-year term.

The current contract with PNC Bank for services includes deposit, branch, lockbox & integrated receivables, account, zero balance, ACH, reporting & access, card, and account verification services. The agreement expires 12/31/2021.

The County performed a banking services RFP in 2014, selected PNC Bank for a four-year agreement, and then renewed the agreement for an additional three years.

The Finance Director and Finance Department are extremely satisfied with PNC's performance, support, and responsiveness, which includes quarterly meetings with staff and constant availability.

Pricing is on a per unit used basis which allows flexibility in the future for different options, whether or not with PNC. Using a typical month, the new pricing is 11.5% higher than the 1/1/2019 pricing which annualized is 3.8% per year. The earnings credit rate on working deposits is currently 4.5 basis points (net). The NC Capital Management Trust mutual fund currently pays 1 basis point.

The pricing offered is a preferred customer scale currently offered only to the City of Raleigh, and to Wake, Cumberland, Harnett, and Onslow counties.

THIS TREASURY MANAGEMENT SERVICES PRICING AMENDMENT (this “**Amendment**”) is made as of the 1st day of _January_____, 2022 (“Effective Date”), by and among County of Dare (“**Customer**”) and **PNC BANK, NATIONAL ASSOCIATION** (“**Bank**”) and amends Exhibit A of the Treasury Management Services Comprehensive Agreement dated July 18, 2014 (the “Agreement”) between Bank and Customer.

Fees for the Services used by Customer as of the date of this Agreement are listed in the attached Exhibit A (“**Fees**”). Except as otherwise provided in the Agreement, the Fees will not be increased prior to December 31, 2026. Thereafter, Bank may increase the Fees at any time in accordance with the Agreement.

PNC Bank reserves the right to charge fees for services used but not quoted in the Exhibit, including but not limited to overdraft charges, negative earnings credits and late fees. PNC Bank’s fee schedule is subject to change from time to time, and any future changes in transaction code names, definitions or structures shall be applied to all accounts subject to these rates and categorizations.

Treasury management implementation, set-up and line item fees for any additional Services and/or upgrades to existing Services that may be requested by the Customer shall be negotiated by the parties.

Compensating balance credits (if any) may be available to offset basic service charges. Compensating balance credits cannot be used to offset any amount advanced by the bank (including but not limited to postage and overdrafts), or certain other fees and charges (including but not limited to implementation fees and related development hours for TM Services, overdraft fees, interest, and third party fees). Account statements will display applicable credits, fees and charges.

Except as expressly amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

The undersigned affirms that they are fully authorized to execute this Amendment.

CUSTOMER

County of Dare

By: _____
Print Name: _____
Title: _____

BANK

PNC Bank, National Association

By: Monica Nowell
Print Name: Monica Nowell
Title: VP, Treasury Management

Exhibit A: "Fees"

COUNTY OF DARE



AFP Code	Service Description	Unit Price	Minimum
100200	REGULAR DEPOSIT TICKET	2.0000	0.00
100220	DEPOSIT ITEMS-ON US(N)	0.1200	0.00
100200	DEPOSITED ITEMS-TRANSIT	0.1200	0.00
150100	PAID ITEMS	0.1000	0.00
10000	HYBRID CHECKING MAINTENANCE	20.0000	0.00
100440	DEP ITEMS RETURNED: MAKER PROVIDED	0.3000	0.00
100400	RETURNS	12.0000	0.00
100430	RETURN ITEM DATA KEYED	0.0500	0.00
	010 - Demand Deposit Total		
10200	REMOTE DEPOSIT CAPTURE-TICKETS	0.9000	0.00
100218	REMOTE DEPOSIT CHECK IMAGES	0.1100	0.00
109999	DEPOSIT ON-SITE MONTHLY FEE	50.0000	0.00
109999	IMAGE DEPOSIT	0.9000	0.00
109999	IMAGE DEPOSIT-ON US ITEMS	0.0300	0.00
109999	IMAGE DEPOSIT - OTHER ITEMS	0.1000	0.00
109999	IMAGE CASH LETTER MONTHLY FEE	100.0000	0.00
	011 - Remote Deposit Total		
100048	CURRENCY FURNISHED (\$10 UNITS<50K)	0.3000	0.00
100044	COIN FURNISHED (ROLLS)	0.5000	0.00
100000	OVER THE COUNTER DEPOSIT TICKETS	1.0000	0.00
100005	NIGHT DROP BAG DEPOSIT	4.0000	0.00
100015	CASH VERIFICATION OTC-10.00 UNITS	0.0500	0.00
100015	CASH VERIFICATION/NIGHT DROP-10.00	0.0250	0.00
	040 - Branch Services Total		
999999	ELOCKBOX MAINTENANCE	50.0000	0.00
999999	ELOCKBOX PER ITEM	0.1100	0.00
	050 - Retail Lockbox Total		
50000	OCR BOX MAINTENANCE	300.0000	0.00
50101	OCR SCANNABLE PER ITEM	0.2000	750.00
50101	OCR NON-SCANNABLE PER ITEM	0.2500	0.00
50301	BATCH PREPARATION	1.0000	0.00
50300	DEPOSIT TICKETS	1.0000	0.00
599999	DEPOSIT ITEM CLEARING	0.0500	0.00
50126	DATA CAPTURE	0.0200	0.00
50121	DATA TRANSMISSION PER ITEM	0.0400	0.00
50401	DATA TRANSMISSION PER FILE	4.0000	0.00
599999	WORKFLOW MANAGER	30.0000	0.00
50114	CORRESPONDENCE ONLY	0.4500	0.00
50520	OCR DOCUMENT MISREADS	0.2000	0.00
599999	CHECK IMAGES	0.0400	0.00
599999	DOCUMENT IMAGES	0.0400	0.00
599999	IMAGE MAINTENANCE	60.0000	0.00
599999	PDF PRINT MAINTENANCE	50.0000	0.00
599999	PDF PRINT BATCH LEVEL	0.0400	0.00
50400	WEB PRESENTMENT PER ITEM	0.0400	0.00
50131	35+ PAYEES/ACCEPT ALL	0.1800	0.00
50600	LONG TERM ARCHIVE 3 YEAR	0.0350	0.00
50600	LONG TERM ARCHIVE 5 YEAR	0.0400	0.00
	065 - Integrated Receivables Total		
200010	FULL RECON MONTHLY MAINTENANCE	30.0000	0.00
200110	FULL RECONCILEMENT ITEM	0.0710	30.00
200201	INPUT/TRANSMISSION ITEMS	0.0200	20.00
209999	OUTPUT TRANSMISSION/ITEM	0.0200	20.00
200000	TELLER POSITIVE PAY MAINTENANCE	5.0000	0.00
200000	POSITIVE PAY MONTHLY MAINTENANCE	5.0000	0.00
209999	PAYEE REVIEW MAINTENANCE	12.0000	0.00
209999	PAYEE REVIEW ITEMS	0.0200	0.00
999999	PINACLE POSPAY EXCEPTIONS LOADED	0.2500	0.00
999999	PINACLE PER STOP INDIVIDUAL ENTRY	8.0000	0.00
999999	PINACLE CHECK INQUIRY	0.7000	0.00
999999	PINACLE ISSUE ADD/CANCEL	0.5000	0.00
209999	PINACLE IMAGE VIEWED	1.1500	0.00
	070 - Account Reconciliation Total		
10020	PARENT ACCOUNT	50.0000	0.00
10112	ZERO BALANCE TRANSACTIONS	1.0000	0.00
10020	ZERO BALANCE ACCOUNTS	10.0000	0.00
	100 - Zero Balance Accounts Total		
250000	ACH MONTHLY MAINTENANCE FEE	10.0000	0.00

Exhibit A: "Fees"
 COUNTY OF DARE



AFP Code	Service Description	Unit Price	Minimum
250505	PINACLE ACH FILE PROCESSED	4.0000	0.00
250102	PINACLE ACH DEBIT/CREDIT ORIGINATED	0.0700	0.00
250120	ADDENDA ORIGINATED/RECEIVED	0.0200	0.00
250200	DEBITS RECEIVED	0.0700	0.00
250201	CREDITS RECEIVED	0.0700	0.00
250400	ACH RETURN ITEM	2.0000	0.00
251070	ACH NOC ITEM	1.0000	0.00
251050	ACH POSITIVE PAY MONTHLY SERVICE	25.0000	0.00
259999	UPIC MONTHLY MAINTENANCE	6.0000	0.00
999999	SAME DAY ACH ENTRIES	0.7500	0.00
	110 - ACH Total		
350109	PINACLE DOMESTIC WIRE TRANSFER	8.0000	0.00
	120 - Wire Transfer Total		
400222	PREVIOUS DAY ACCOUNT	8.0000	0.00
400225	CURRENT DAY ACCOUNT	8.0000	0.00
350551	PINACLE TEMPLATE STORAGE	0.6000	0.00
40027Z	PINACLE INFO REPORTING MONTHLY	100.0000	0.00
400271	PINACLE-PREV DAY TRANS- 2 YEAR	0.0900	0.00
400274	PINACLE-CURRENT DAY TRANSACTION	0.0900	0.00
409999	PINACLE EMAILED REPORTS	0.2500	0.00
409999	PINACLE ELOCKBOX REPORT	20.0000	0.00
409999	PINACLE OUTSTANDING CHECK REPORT	20.0000	0.00
999999	PINACLE ACH SPECIAL REPORT	3.0000	0.00
409999	PINACLE INFORMATION REPORTING IMAGE	1.1500	0.00
409999	PINACLE SPECIAL REPORTS IMAGE	1.1500	0.00
409999	PINACLE EVENT NOTIF-EMAIL	0.1000	0.00
409999	PINACLE MODULE FEES	15.0000	0.00
	130 - PINACLE Total		
999999	AVS VERIFY INQUIRY	0.3500	0.00
999999	AVS AUTHENTICATE INQUIRY	0.4500	0.00
999999	AVS MONTHLY ACCESS	20.0000	0.00
	340 - Acct Verification Svcs Total		



Extension Request for Waves Retreat SUP 3-2020

Description

Quible and Associates on behalf of Waves Retreat LLC has submitted a request to extend the approval period of the Waves Retreat cluster home development. The original special use permit for the project granted 24 months to secure building permits. The project has been delayed and the developer is asking for an extension. The Planning Board discussed the matter on December 13 and indicated another 24-month approval period was appropriate. A letter from Quible and Associates is attached with a SUP amendment.

Board Action Requested

Motion to grant an extension to Waves Retreat LLC. " I move that an additional 24 months be granted to Waves Retreat LLC for construction of the project."

Item Presenter

Donna Creef, Planning Director

October 29, 2021

Donna Creef, Planning Director
Dare County Planning Department
954 Marshal C. Collins Dr.
PO Box 1000
Manteo, NC 27954

Re: Request for Extension of Conditional Use Permit No. 3-2020
Waves Retreat Cluster Home Development
Waves, Dare County

Ms. Creef,

On behalf of Hwy 12 Retreat, LLC, Quible & Associates, P.C. hereby submits this request to extend the approval of Conditional Use Permit (CUP) No. 3-2020 for the Wave Retreat Cluster Home Development project. Condition #8 specified that building permits be secured within 24 months from the date of Board of Commissioners approval, putting the expiration on December 7, 2022. Please recognize that the Owner/Developer was unexpectedly delayed with the start of this project due to a bout with cancer. After successfully completing treatment, the Owner/Developer has since been soliciting bids from qualified Contractors to perform the work. It is still unclear exactly when construction may commence allowing for the proper amount of fill prior to the Health Department confirmation and issuance of Authorizations to Construct each septic drainfield, which are required prior to Building Permit issuance for each respective structure. Due to this uncertainty, The Owner/Developer would like to request an extension of the approved CUP No. 3-2020 for as long as is reasonably allowed, subject to County approval.

Please review the enclosed documentation and please do not hesitate to contact me at (252) 491-8147 if you have any questions, comments, or requests for additional information.

Sincerely,
Quible & Associates, P.C.



Michael W. Strader, Jr., P.E.

Encl: as stated
Cc: Hwy 12 Retreat, LLC
File

Special Use Permit No.3-2020 Amendment

On January 3, 2022 the Dare County Board of Commissioners considered a request to extend the approval period for the Waves Retreat cluster home development in Waves, NC. The Board voted to grant an additional twenty-four months for the developer to secure building permits for the structures at the site. All other conditions imposed in SUP 3-2020 shall remain in effect and valid.

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

ATTEST:

By: _____
Cheryl C. Anby
Clerk to the Board

THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED

By: _____
David Peres for Waves Retreat LLC

APPROVED AS TO LEGAL FORM

By: _____
Robert L. Outten
County Attorney



Julia Taft -- Buxton Zoning Map Amendment Application

Description

Julia Taft has filed a zoning map amendment to rezone a parcel in Buxton from its current classification of R-2A to R-3 to allow for the development of a multifamily structure for employee housing. A staff report and cover letter from Ms. Taft is submitted with this cover sheet. The requested action is to schedule a public hearing on the matter for January 18, 2022.

Board Action Requested

Schedule a hearing for Tuesday, January 18, 2022 at 5:30 pm on the Buxton zoning map amendment request filed by Julia Taft.

Item Presenter

Donna Creef, Planning Director

STAFF REPORT

DATE: January 3, 2022 Board of Commissioners Meeting
RE: Julia Taft Rezoning Application – Request for a Public Hearing
FROM: Donna Creef, Planning Director

Ms. Julia Taft has submitted a zoning map amendment application to rezone 48651 NC 12 Hwy in Buxton. The parcel is currently classified as R-2A on the Buxton zoning map and she is seeking to rezone the property to R-3. There is an existing building on the property that has been used for historically as a child care facility. Ms. Taft has made an offer to purchase the property contingent on the approval of her rezoning application. A letter from the property owner acknowledging the request and a copy of her offer to purchase were filed with her zoning amendment application.

The property was zoned R-2A when the zoning map was adopted for Buxton in the early 1990s. Ms. Taft has stated in her cover letter that she would like to remodel the existing building into apartments for employee housing. The R-2A district does not permit multifamily structures but the R-3 zoning district does allow multifamily structures at a dwelling density of ten units per acre. As noted in the Taft cover letter, she intends to remodel the existing structure on the site for employee housing. She owns several businesses on Hatteras Island and hopes to provide year-round housing opportunities.

The residential development policies of the 2009 Land Use Plan are applicable to this request. Policy LUC #4 specifically addresses the use of multi-family structures as an appropriate alternative for year-round housing.

Land Use Compatibility Management Topic

Policy LUC#4 -- To address the housing needs of the year-round population, multi-family dwellings and other types of residential structures such as accessory use dwellings are considered appropriate alternatives when located in areas zoned for multi-family structures and constructed on lots or parcels greater than the minimum lot size for single family lots established in the individual zoning districts of the Dare County Zoning Ordinance. This diversification of housing opportunities is important to address the needs of Dare County's workforce.

Based on this language, the application can be determined to be consistent with the Land Use Plan.

The Planning Board reviewed this application on December 13, 2021 and voted unanimously to recommend approval of the rezoning. The Planning Board did receive comments from one of the adjoining property owners opposed to the proposed rezoning. A copy of the email is attached with my staff report. The adjoining property

owner indicates she is opposed to the rezoning based on issues she has with tenants on another adjoining parcel. The Planning Board's discussion indicated the need for workforce housing has been identified as a priority of the County and the rezoning would further that goal.

Before acting on the matter, a public hearing must be held by the Board of Commissioners. The first available date for a hearing is January 18, 2022 at 5:00 p.m.

Motion: "I move that a hearing on the Taft zoning map amendment be scheduled for Tuesday January 18, 2022 at 5:30 p.m."

November 22, 2021

Re: 48561 NC Hwy 12 Zoning Amendment Application

To Whom It May Concern:

I have been a business owner on Hatteras Island for over 20 years. I own 6 business and employe roughly 50 people year-round, this number should be closer to 60. During the summer season that number increases to 80 - 90 people. Each year I find it harder and harder to hire the staff I need to run my businesses. While the past two years brought us the challenge of COVID, there is an underlying problem, work force housing.


I must rely heavily on the summer J-1 student program and college students. For them to work on Hatteras Island, during the busy summer months they must have housing. I'm very fortunate in that I have dormitory style housing available in Avon. I have solved my personal summer employee housing problem. I am now looking to solve my employee housing for year-round employees.

I desperately need more employees to operate my businesses. I am forced to close 1 to 2 days a week because I do not have enough employees. The employees I do have are working more hours than they want because we are so short staffed. But there are no local employees to hire, because so many people have been forced to relocate due to a shortage of housing. I know of families living in 1 bedroom travel trailers and campers that could benefit from having additional year-round housing available.

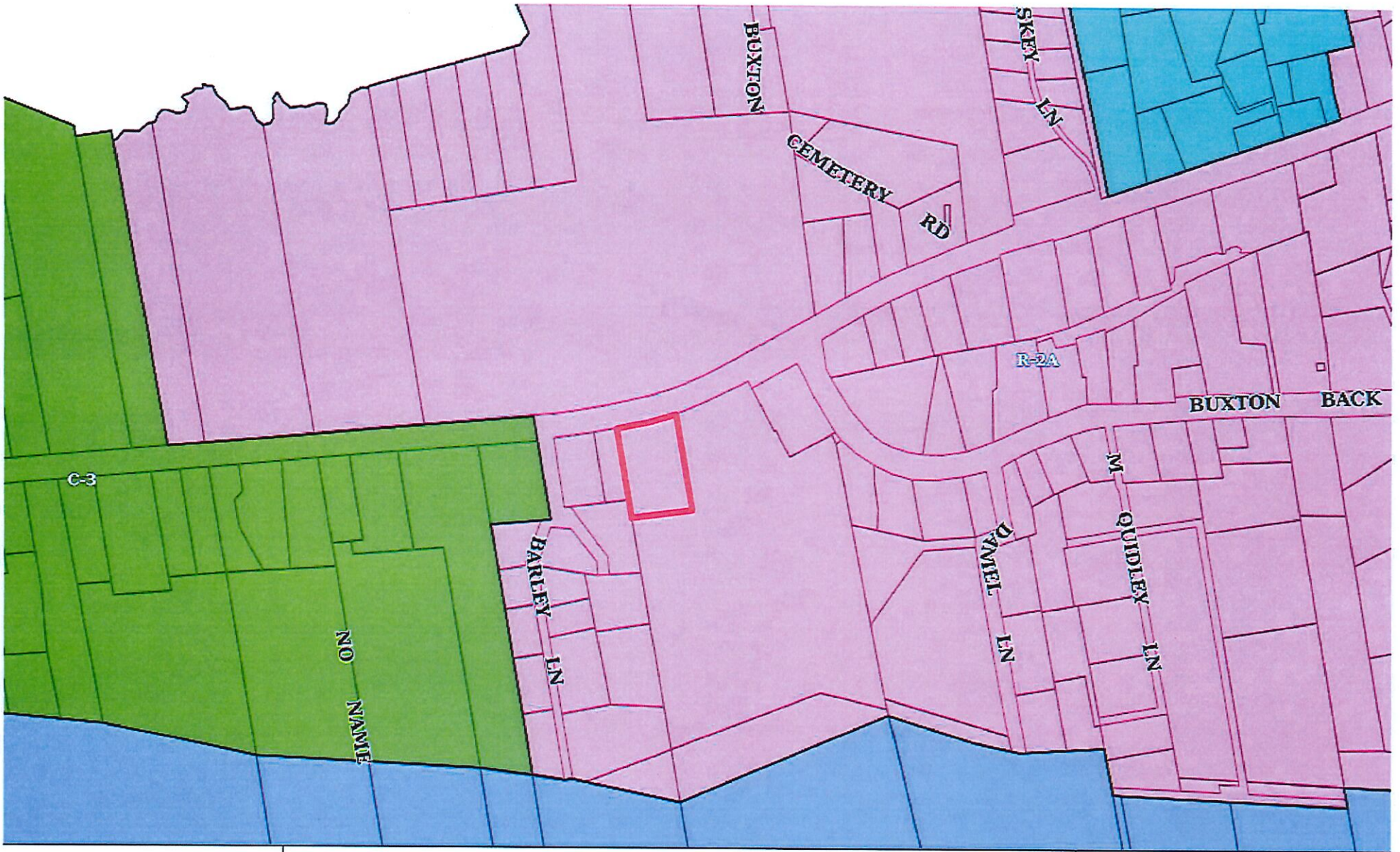
I am proposing converting the property at 48651 NC Hwy 12 into multiple residential apartments. This property can be converted into 6 or 7 apartments. These apartments would be rented to individuals willing to work in one of my six businesses. By having this housing available I could look for qualified employees from out of the area and recruit them.

Work force housing is necessary for all business owners. While this zoning change will only create 6 or 7 work force housing units it is a step in the right direction.

Thank you for your consideration in this request.

DocuSigned by:

1D469486ACC24DC...

Julia Taft
PO Box 1426
Buxton, NC 27920



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

48651 Nc 12 HWY
 Buxton NC, 27920
 Parcel: 016869000
 Pin: 052608981957

Owners: Williams, John L Jr -Primary
 Owner

Building Value: \$278,900
 Land Value: \$124,900
 Misc Value: \$0
 Total Value: \$403,800

Tax District: Buxton
 Subdivision: Subdivision - None
 Lot BLK-Sec: Lot: Blk: Sec:
 Property Use: Private School
 Building Type: Day Care Center
 Year Built: 1978



016869-000 02-052608-018

SECTION 22-23 - R-3 HIGH-DENSITY RESIDENTIAL DISTRICT

The following regulations shall apply to the R-3 high-density residential district:

(a) **Intent.** The R-3 district is established as an area in which the principal use of the land is for single family and high density multi-family residential purposes, not to exceed ten dwelling units per acre. (Amended 10-15-2018)

(b) **Permitted uses.** The following uses shall be permitted by right:

- (1) Multi-family dwellings.
- (2) Duplexes.
- (3) Detached single family dwellings.
- (4) Customary accessory buildings, including private swimming pools.
- (5) Private piers.
- (6) Private parks and playgrounds.
- (7) Mobile homes provided that:

a. They are placed on foundations and anchored according to the North Carolina State Building Code for Mobile Homes in a hurricane area.

b. The requirements of the building inspector regarding skirting materials and skirting area are complied with; except, that this shall not apply to mobile homes parks and trailer parks.

(8) County owned or leased facilities.

(9) Accessory dwelling unit according to the provisions of Section 22-58.6 of this code. (Adopted 10-15-2018)

(c) **Special Uses.** The following uses are permitted, subject to the requirements of this district and additional regulations and requirements imposed by the Board of Commissioners as provided in Article IX of this chapter:

- (1) Churches.
- (2) Cemeteries.
- (3) Temporary construction offices.
- (4) Docks or marinas.
- (5) Public parks and playgrounds.
- (6) Golf courses.
- (7) Greenhouses or plant nurseries.
- (8) Home occupations.
- (9) Hospitals, medical clinics and nursing homes.
- (10) Private clubs or lodges.
- (11) Public buildings.
- (12) Public and private utility facilities.

12/20/21, 3:51 PM

Dare County Mail - [dcplanningbd] Proposed reasoning of 48651 NC 12



Donna Creef <donnac@darenc.com>

[dcplanningbd] Proposed reasoning of 48651 NC 12

1 message

Karen Wilson <karendwilson@hotmail.com>

Sun, Dec 12, 2021 at 8:22 PM

To: "dcplanningbd@darenc.com" <dcplanningbd@darenc.com>

Cc: "wilson_ralph@hotmail.com" <wilson_ralph@hotmail.com>

Dare County Planning Board
C/O Donna Creef

Re: Zoning Map Amendment Request

Dear Dare County Planning Board,

As adjoining property owners to the parcel under consideration for a zoning change, 48651 NC 12, formerly Munchkin Academy, we adamantly disagree. This proposal has us very concerned.

We currently have problems on a daily basis with a large quantity of litter coming from the multiple families living in the rental in front of our house. This property, owned by Jim Bagwell, is next door to Munchkin Academy, as well. Loud music has also been an ongoing issue. If 6-7 rental units were to be developed, these problems will undoubtedly compound.

In addition to these concerns, we are questioning the ability of the septic system on said property to handle 6-7 homes. The Munchkin Academy did have many individuals there on a daily basis, but keep in mind, many of them were very young and did not use the toilet. Showers, laundry, dishes, etc. require much more water. A wetland divides our properties and stretches behind the property in consideration. A large, multi family housing unit would very likely cause degradation to the environment.

The result in developing the property into multiple residential apartments will be a decrease in property value for ourselves and our neighbors. There will be negative impacts upon the land, as well as our quality of life. Thank you for the opportunity to voice our concerns.

Sincerely,

Ralph and Karen Wilson
48210 Tyler Rd
Buxton, NC 27920
724-833-3479

Sent from my iPad



Budget Amendment & RFQ for Stormwater Master Plan Update

Description

Dare County received \$150,000 for the FEMA Flood Mitigation Assistance Grant to update the 2001 Stormwater Master Plan, identify and map county stormwater infrastructure, and design projects for two critical areas prone to flooding. A budget amendment is necessary to reflect revenue and expenditures. An RFQ for a consultant to provide engineering services was advertised on November 5, 2021. Five statements of qualifications were received (proposals can be viewed on the Dare County Board of Commissioners website) on December 6, 2021 and reviewed by the Grants & Waterways Administrator, Planning Director, Assistant Planning Director, and Purchasing Agent. Based upon their knowledge of Dare County and Coastal North Carolina stormwater issues and experience with similar projects, WithersRavenel was selected as the recommended engineering firm to update the Stormwater Master Plan.

Board Action Requested

Approve Budget Amendment. Approve WithersRavenel as engineering firm to update the Stormwater Master Plan and authorize the County Manager to negotiate contract.

Item Presenter

Barton Grover, Grants & Waterways Administrator

DARE COUNTY

BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Planning</u>					
<u>Revenues:</u>					
Grant Proceeds-FEMA FMA Grant	103560	422220	00701	150,000	
<u>Expenditures:</u>					
Stormwater Mgmt-FMA Grant	104560	510933	00701	200,000	
Contracted Services	104560	510700			50,000

Explanation:

Dare County received a 75% match, \$150,000, for the FEMA Flood Mitigation Assistance Grant to update the 2001 Stormwater Master Plan, identify and map county stormwater infrastructure, and design projects for two critical areas prone to flooding.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



Resolution- Application for Rulemaking for No Wake Zone Extension in Avon

Description

The North Carolina Wildlife Resources Commission completed an assessment of the waters in Avon east of Big Island and found boater safety hazards that would be mitigated by extending the existing no wake zone. Before no wake zone buoys can be installed, Dare County must submit a Resolution and application to WRC requesting rulemaking in the area of concern. If WRC approves the application, a 60 day public comment period will be opened and WRC will consider the no wake zone extension at the next official meeting thereafter.

The Waterways Commission unanimously voted to recommend the Board of Commissioners submit an application for rulemaking. See attachments for map and investigation report.

Board Action Requested

Adopt Resolution to submit application for rulemaking

Item Presenter

Barton Grover, Grants & Waterways Administrator



A RESOLUTION REQUESTING RULEMAKING FOR THE EXTENSION OF A NO WAKE ZONE LOCATED ADJACENT TO MILL CREEK AND BIG ISLAND IN THE VILLAGE OF AVON

WHEREAS, the North Carolina Wildlife Resources Commission completed an assessment of the area and made a recommendation to expand the current No Wake Zone; and

WHEREAS, the North Carolina Wildlife Resources Commission found the proposed No Wake Zone is needed to ensure the safety of the recreating public in this area; and

WHEREAS, the North Carolina Wildlife Resources Commission will enforce the No Wake Zone once buoys are installed; and

WHEREAS, the Dare County Waterways Commission unanimously recommended the Board of Commissioners of Dare County submit an Application for Water Safety Rulemaking to expand the No Wake Zone in accordance with the attached map; and

WHEREAS, Dare County has given public notice of intention to apply for rulemaking on waters within the County's territorial jurisdiction.

NOW, THEREFORE BE IT RESOLVED, the Board of Commissioners of Dare County, North Carolina hereby adopts the following resolution for the state to consider expanding the No Wake Zone area in accordance with the attached map.

This 3rd day of January, 2022.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board

Requested No-Wake Zone Extension
Mill Creek/Pamlico Sound, Avon, Dare County

PAMLICO SOUND





NO-WAKE ZONE INVESTIGATION MATRIX

SECTION 1: APPLICANT REQUEST AND INFORMATION

- Name of organization/entity: Dare County
- Primary contact information: Robert Outten, Co Mgr/Attorney 252-475-5803
- Location of requested no-wake zone:
 - Body of water and County: Pamlico Sound Dare Co.
 - Location: North Avon water east of Big Island and cove north of existing NWZ
 - Popular name of area, if any: Big Island and North Avon
 - Width of No-Wake Zone: Narrowest Point: _____ Widest Point: _____
 - Brief Description of area (example: bridge overpass, obstructed views, Intracoastal Waterway; etc.)
Obstructed views and blind corners at mouth of cove north of existing NWZ, shallow waters, multiple recreational uses east of Big Island. Users of the area are primarily renters with no knowledge of multiple safety hazards in the area.

Attach map of designated no-wake zone

Ensure proposed no-wake zone map/and or location is agreed upon by point of contact



NO-WAKE ZONE INVESTIGATION MATRIX

Provide detailed reason given from point of contact for the request

Full time resident reports shallow water between Big Island and North Avon, busy swim area, kayaking, beginning wind surfers, floating water toys; blind corner north of existing NWZ as well as at entrance of unregulated cove coming south. A deep channel near the shore of North Avon creates path for fast moving vessels to turn into existing NWZ but creates hazards for other recreationists. Requests assessment to extend the current NWZ to include waters between Big Island and North Avon, and the cove north of the current NWZ.

Because this is a coastal county in Federal waters, USACE Wilmington District was consulted and concurs with any rulemaking required there to mitigate hazards to boater and water recreation safety.

- Is the proposed no-wake zone located within an area that is regulated by the U.S Army Corps of Engineers or the Division of Coastal Management (CAMA) i.e., Intracoastal Waterway?

YES

NO

When dealing with the point of contact, please advise that placement of markers in these waters is subject to prior approval of above agency in waters where applicable. NCWRC has no authority to supersede these rules.



NO-WAKE ZONE INVESTIGATION MATRIX

SECTION 2: PUBLIC SAFETY HAZARD

Identify all public safety hazards in this section by checking the block and listing name and/or location

FUELING DOCK OR FACILITY

Name of Facility: _____

PUBLIC SWIMMING OR RECREATIONAL AREA

Would the establishment of a roped swimming area or placement of no-wake regulatory buoys be more appropriate?

ROPED SWIM AREA

NO-WAKE BUOYS

PUBLIC BOAT ACCESS

Name of Access Area: _____

PUBLIC FISHING PIER OR FISHING ACCESS AREA

Name of Pier/Access Area: _____

RESTAURANT DOCKS

Name of Restaurant: _____

Number of Docks: _____

OTHER (list and describe)

SECTION 3: NAVIGATIONAL HAZARDS

Identify all potential hazards associated with the proposed no-wake zone (check all that apply)

OBSTRUCTIONS (Identify) _____

Can obstructions be removed? YES NO

NARROW CHANNEL (give approximate width) Navigable channel <75' wide

SHALLOW WATER (give average depth) _____ Navigable Channel is 3'-5' deep with sudden depth change to <1' in adjacent waters.



NO-WAKE ZONE INVESTIGATION MATRIX

OBSTRUCTED VISION (for approximately how great a distance) >100'

STRUCTURES: (Check all applicable)

- DAM Name: _____
- SPILLWAY Location: _____
- FLOOD CONTROL STRUCTURE Location: _____
- BRIDGE Roadway: _____
Height above water: _____
Width between piers: _____
- TRESTLE Height above water: _____
Width between piers: _____
- POWER LINE _____
- LOCK Lock Number: _____
- JETTY _____
- SUBMERGED STRUCTURE Identify Structure: _____

▪ Would placement of "Danger" buoys or other informational markers mitigate the hazards in lieu of a no-wake zone? YES NO

- SANDBAR The majority of the proposed NWZ is less than 1' deep
- SHOAL The area South of big island is not navigable due to shoaling
- OTHER (list and describe)



NO-WAKE ZONE INVESTIGATION MATRIX

SECTION 4: SUMMARY OF BOATING SAFETY STATISTICS

Identify known data reflecting safety concerns:

BOAT INCIDENTS Date(s): _____

CITATIONS ISSUED Violations: 75A-13.3(a1)(b1)(d), 75A-10(a)

VERIFIED COMPLAINTS List: PWC Operation in contrary to 75A-13.3(a1)(b1)(d), 75A-10(a)

- Rate traffic density in this area **HEAVY**
- Is traffic density specific to weekend/and or holidays? YES NO
- Does traffic density or ability to maneuver a vessel due to traffic cause safety issues?
YES NO

SECTION 5: CURRENT REGULATIONS

- List existing local laws currently in place restricting vessel speed in the requested area:
There is currently an approved NWZ that encompasses the canal immediately South of S. Albacore lane.
- Would enforcement of existing boating laws mitigate the issues and concerns addressed in the proposed area?

YES Identify Violations: 75A-13.3(a1)(b1)(d), 75A-10(a)
 NO



NO-WAKE ZONE INVESTIGATION MATRIX

SECTION 6: NO-WAKE ZONE DIMENSIONS AND SCOPE

Evaluate the applicant's proposed no-wake request based on criteria and complete Section 6. If investigated area does not meet criteria for a no-wake zone, move to section 7. If the area meets no-wake zone criteria but the proposed area exceeds the need to address the issues, recommend appropriately sized area and attach map with changes.

A. PROPOSED

- If approved, does no-wake zone extend into a designated channel?
 YES Distance extended into channel: _____
 NO
- Total distance travelled at no-wake speed (in feet): Approximately 400 yards (proposed)/770 to the back of existing NWZ
- Estimated travel time through propose area at no-wake speed: 12 minutes (proposed)/20 minutes from back of existing NWZ
- Width of proposed no-wake zone (in feet): Narrowest: 460' Widest: 800'
- Does proposed no-wake zone meet criteria for consideration?
 YES: Appropriately sized
 YES: Adjusted size recommended
 NO
- Description/Explanation of adjusted size

- Adjusted map attached



NO-WAKE ZONE INVESTIGATION MATRIX

SECTION 7: OFFICER ASSESSMENT OF WATER SAFETY HAZARDS

- Does the proposed area meet the criteria to be recommended as a no-wake zone?

YES:

NO:

- Justification:

The proposed NWZ is needed to ensure the safety of the public in this area. The waters between "Big Island" and the homes to the East are less than 1' deep with the exception of the channel that is visible on Google Maps. The depth changes very quickly from 4' & 5' in the channel to 1' in the adjacent waters. This channel is less than 75' wide and is very near to shore and the docks connected to the properties. Due to the boats operating near shore it creates multiple obstructed views for vessels leaving docks and exiting the canals. Additionally, the waters immediately South of "Big Island" are not navigable except by jet drive vessels as it is less than 1' deep (PWC's run aground here frequently). Next, this area is heavily used by Kite Surfers, Paddle Boarders, and families swimming/shelling in the shallow waters. There has been numerous complaints and citations issued for PWC operation at greater than no-wake speed near swimmers and manually propelled vessels. Though there has not been a reportable boating accident in this immediate area there has been numerous close calls and incidents that did not meet the statutory requirement for reporting. The majority of the users in this area are not local to the area and are unfamiliar with the navigational hazards caused by the shallow waters which has resulted in the grounding of numerous vessels. The only negative impact of the implementation of the proposed NWZ is the travel time from the back of the NWZ already in place. However, the time it would require a vessel traveling at no-wake speed would not exceed 20 minutes to traverse the entire area. For the reasons listed above and taking into account the only negative issue discussed, our patrol area would be in support of the proposed NWZ as it would increase the safety of the recreating public in this immediate area and would have little impact on local use of the waterway.

Officer: Robert Martine

Date: 5/20/2021

Sergeant: John Beardsley

Date: 5/26/2021

SUNDAY, DECEMBER 19, 2021

THE COASTLAND TIMES



NOTICE is hereby given that the Dare County Board of Commissioners will consider a resolution requesting rulemaking for the extension of a No Wake Zone located adjacent to Mill Creek and Big Island in the Village of Avon on Monday, January 3, 2022 at 9:00 a.m., or as soon thereafter as practicable. This item was originally scheduled to be considered during the December 20, 2021 meeting, which was cancelled. The North Carolina Wildlife Resources Commission completed an assessment and found the proposed No Wake Zone extension is necessary to ensure the safety of the recreating public in the area. Public comments can be made at the beginning of the meeting, by submitting written comments by mail to Dare County Board of Commissioners at P.O. Box 1000 Manteo, NC 27954, or by email to DCBOC@darenc.com. For more information about the No Wake Zone extension application, please contact Dare County Grants & Waterways at (252) 475-5628.

12-19c

APPLYING FOR A NO WAKE ZONE

REQUEST INVESTIGATION

The local unit of government contacts No Wake Zone Coordinator to request investigation of area to determine whether statutory authority may exist for establishment of a no wake zone. Coordinator requests that Enforcement provides a recommendation to the NWZ Coordinator about whether sufficient safety hazards exist to meet the statutory authority of the WRC to enact a no wake zone in public trust waters.

RESULTS OF INVESTIGATION

NWZ Coordinator provides the local unit of government with the recommendation of Enforcement as to whether a no wake zone is necessary.

DECISION TO APPLY

Local unit of government receives a recommendation to proceed.

OR

The local unit of government receives a recommendation that a no wake zone may not be statutorily necessary. The local unit of government still may decide to apply for final decision by the Wildlife Resources Commission.

APPLICATION FOR RULEMAKING

If the local unit of government decides to proceed with rulemaking, the application for rulemaking begins.

- Public notice must be given
- Submit resolution to WRC requesting rulemaking
- Submit D-1 application form

OSBM REVIEW

Upon receipt of application, No Wake Zone Coordinator submits a fiscal note for review by the Office of State Budget and Management. The agency must provide an analysis of the fiscal impact of any Administrative Rule (OSBM has 60 days to review).

OR

The Local unit of government decides not to proceed.

No further action.

CONSIDERATION BY THE NCWRC

The application for rulemaking and fiscal note review are considered by the NCWRC in official meeting.

OR

NCWRC APPROVES

NCWRC approves promulgating rulemaking for the proposed no wake zone by submitting Notice of Text in the NC Register for at least 60 days with an open comment period.

After the 60 day open comment period, the WRC, in official meeting, considers public comments and provides final adoption of the no wake zone rule.

NCWRC DENIES

NCWRC denies the application for no wake zone rulemaking. Applicant is notified in writing of reasons for denial of application.

No further action.

RRC REVIEW

The adopted rule is sent to the Rules Review Commission for consideration of the rule at their next meeting (30 to 60 days) for:

- statutory authority
- clarity
- necessity
- compliance with procedures

RULE BECOMES EFFECTIVE

With approval by RRC, the rule becomes effective on the first of the month following the meeting of the RRC and is codified in the North Carolina Administrative Code.

Rulemaking procedures must comply with requirements of GS 150B-NC Administrative Procedure Act and GS 75A-Rules on water safety. Implementation timelines may vary due to regulatory reviews.



Dare County Beach Nourishment - Towns Project

Description

During the December 6th meeting, the Board of Commissioners approved Weeks Marine as the apparent low bidder for the 4 Towns Beach Nourishment project. The next step in the process was to issue the Notice of Award and execute the Owner/Contractor Agreement with Weeks Marine.

Board Action Requested

Approve the Owner/Contractor Agreement and authorize the County Manager to sign the Owner/Contractor Agreement.

Item Presenter

Dustin Peele - Project and Procurement Manager

Notice of Award

Date: 12/12/2021

Project: Beach Restoration at Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills	
Owner: Dare County, North Carolina	Owner's Contract No.: N/A
Engineer: Coastal Protection and Engineering of North Carolina, Inc	Engineer's Project No.: N/A
Bidder: Weeks Marine, Inc.	
Bidder's Address:	
304 Gaille Drive, Innwoods Business Park	
Covington, Louisiana 70433	

You are notified that your Bid dated 9/2/21 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for

Construction of a beach nourishment project located on the east coast of North Carolina at the Towns of Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills within Dare County.

The Contract Price of your Contract is twenty-nine million, two hundred forty seven thousand Dollars (\$29,247,000).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

1 copies of the proposed Contract Agreement accompany this Notice of Award.

1 A complete set of the Contract Documents, including Drawings can be accessed at : https://coastalprotectioneng-my.sharepoint.com/:f/p/kwillson/ElwgYbUTi6JHjGUInVRRVO4BckqI7rr_hVzJj7bO3IVyAg?e=h2zX2e

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [1] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Weeks Marine, Inc.
Owner
By: _____
Authorized Signature J. Stephen Chatry
Senior Vice President
Title

Copy to Engineer

schedule is approved by the ENGINEER and OWNER. Approval by the ENGINEER and OWNER indicates an acknowledgement and not an endorsement of the CONTRACTOR's means and methods.

2.06 Electronic Transmittals

No suggested Supplementary Conditions in this Article.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No suggested Supplementary Conditions in this Article.

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

4.05 Delays In Contractor's Progress

No suggested Supplementary Conditions in this Article.

ARTICLE 5 - SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

SC-5.01 Delete paragraph 5.01.B and Replace with the following text:

- B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current list of beachfront property owners and easements, but OWNER will not be performing a title search.

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Comprehensive Marine Sand Search And Borrow Area Design Report	August 2015	Geotechnical Data
Borrow Area Investigation and Sediment Compatibility Analysis	April 2021	Geotechnical Data
Borrow Area A -Investigation Report	November 2019	Borrow Area A Investigation
Site Inspection Report Duck Target Facility, USACE	June 2009	Site Inspection of Duck Target Facility Site in Dare County
Former Duck Target Facility Munitions Response Site, USACE	March 2015	FUDS Remedial Investigation and Technical Project Planning Meeting

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared By



Endorsed By



EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

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1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

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1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Dare County** ("Owner") and **Weeks Marine, Inc.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of a beach renourishment project located on the east coast of North Carolina at the Towns of Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills within Dare County. The four Towns have entered into a Memorandum of Understanding (MOU) allowing Dare County to act as the OWNER on their behalf.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The project comprises two distinct beach fill placement areas in four Towns, including: (1) The placement of approximately 425,000 cubic yards of sand along 1.60 miles of shoreline in the Town of Duck; (2) The placement of approximately 894,500 cubic yards of sand along 3.8 miles of shoreline in the Town of Southern Shores; (3) The placement of approximately 643,000 cubic yards of sand along 3.97 miles of shoreline in the Town of Kitty Hawk; and (4) The placement of approximately 505,000 cubic yards of sand along 2.74 miles in the Town of Kill Devil Hills.

In total, the project consists of the placement of approximately 2,467,500 cubic yards of sand along 12.1 miles of shoreline. The project can utilize sand from an existing Outer Continental Shelf (OCS) borrow site located off of the Town of Kill Devil Hills. The borrow area contains approximately 12,218,000 cubic yards. The design is based on conditions surveyed during April 2021 and the ENGINEER reserves the right to adjust the fill template to provide a comparable design to the complete shorefront area.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Coastal Protection Engineering of North Carolina, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **December 31, 2022**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **January 31, 2023**.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$4,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$0** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.

ARTICLE 5—CONTRACT PRICE

- 5:01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

BASE BID ITEMS

Description	Estimated Quantity	Unit	Unit Price	Subtotal
I. Towns of Duck, Southern Shores, Kitty Hawk and Kill Devil Hills				
A. Mobilization/Demobilization	1	L.S.	\$5,025,000.00	\$5,025,000.00
B. Performance and Payment Bond	1	L.S.	\$100,000.00	\$100,000.00
C. Compliance Surveys of the Borrow Area	1	L.S.	\$100,000.00	\$100,000.00
II. Town of Duck				
A. Hydraulic Beach Fill	494,000	C.Y.	\$10.00	\$4,940,000.00
III. Town of Southern Shores				
A. Hydraulic Beach Fill	894,500	C.Y.	\$9.00	\$8,050,500.00
IV. Town of Kitty Hawk				
A. Hydraulic Beach Fill	750,000	C.Y.	\$8.50	\$6,375,000.00
V. Town of Kill Devil Hills				
A. Hydraulic Beach Fill	505,000	C.Y.	\$8.50	\$4,292,500.00

Total of all Base Bid Prices (Unit Price Work)

\$ 28,883,000.00

ADDITIVE BID ITEMS

Description	Estimated Quantity	Unit	Unit Price	Subtotal
VI. Sand Fencing				
A. Sand Fencing to be Installed within the Town of Duck	840	10 ft Section	\$60.00	\$50,400.00
B. Sand Fencing to be Installed within the Town of Southern Shores	3,060	10 ft Section	\$60.00	\$183,600.00
C. Sand Fencing to be Installed within the Town of Kitty Hawk	4,000	10 ft Section	\$60.00	\$240,000.00
VII. Post-Construction Surveys				
A. Post-Construction Survey within the Town of Duck	1	L.S.	\$25,000.00	\$25,000.00
B. Post-Construction Survey within the Town of Southern Shores	1	L.S.	\$25,000.00	\$25,000.00
C. Post-Construction Survey within the Town of Kitty Hawk	1	L.S.	\$25,000.00	\$25,000.00
D. Post-Construction Survey within the Town of Kill Devil Hills	1	L.S.	\$25,000.00	\$25,000.00
Total of all Additive Bid Prices			\$	574,000.00

DISCRETIONARY BID ITEMS

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Description	Estimated Quantity	Unit	Unit Price	Subtotal
VIII. Town of Duck Staging Area				
A. Staging Area Beach Access Mats	1,120	L.F.	\$500.00	\$560,000.00
IX. Addressing Potential Unsuitable Fill Material				
A. Mobilization/Demobilization for Beach Discharge Screening	1	L.S.	\$225,000.00	\$225,000.00
B. Beach Discharge Screening	100	Day	\$30,000.00	\$3,000,000.00
C. Removal of Screened Beach Discharge Material	40,000	C.Y.	\$50.00	\$2,000,000.00
D. Dredge Intake Screening	2,467,500	C.Y.	\$2.50	\$6,168,750.00
E. Mobilization for Removal of Oversized Material from Constructed Beach	1	L.S.	\$50,000.00	\$50,000.00
F. Removal of Oversized Material from Constructed Beach	100	Day	\$7,500.00	\$750,000.00
G. Dredge Demobilization/Remobilization Associated with Install of Dredge Intake Screen	1	L.S.	\$125,000.00	\$125,000.00
X. Environmental Protection				
A. Turbidity Monitoring	100	Day	\$1,500.00	\$150,000.00
B. Mobilization/Demobilization for Beach Tilling	1	L.S.	\$10,000.00	\$10,000.00
C. Beach Tilling	100	Acre (ac)	\$850.00	\$85,000.00
D. Dredge #1 Standby Rate (Per Dredge Name or Capacity ()	1	Day	\$200,000.00	\$200,000.00
E. Dredge #2 Standby Rate (Per Dredge Name or Capacity ()	1	Day	N/A	N/A
F. Dredge #3 Standby Rate (Per Dredge Name or Capacity ()	1	Day	N/A	N/A

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of 33 sheets with each sheet bearing the following general title: **Towns of Kill Devil Hills, Kitty Hawk, and Southern Shores Beach Renourishment Project** and 9 sheets with each sheet bearing the following general title: **Town of Duck Beach Renourishment Project**.
 7. Addenda (numbers 1 to 2, inclusive).
 8. Appendices (letters A to M, inclusive)
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00300-1 to 00300-10, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 27, inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

- b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 7.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 9—MISCELLANEOUS

9.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.02 *Successors and Assigns*

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- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.
This Agreement will be effective on _____ (which is the Effective Date of the Contract).

NOTE TO USER

The Effective Date of the Agreement and the dates of any Construction Performance Bond (EJCDC C-610) and Construction Payment Bond (EJCDC C-615) should be the same, if possible. In no case should the date of any bonds be earlier than the Effective Date of the Agreement.

Owner: Dare County, NC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(Individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor: Weeks Marine, Inc
(typed or printed name of organization)

By: _____
(individual's signature)

Date: December 15, 2021
(date signed)

Name: J. Stephen Chatry
(typed or printed)

Title: Senior Vice President
(typed or printed)
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign)

Attest: _____
(Individual's signature)

Title: Vice President
(typed or printed)

Address for giving notices:
304 Gaille Drive
Covington, LA 70433

Designated Representative:
Name: J. Stephen Chatry
(typed or printed)

Title: Senior Vice President
(typed or printed)

Address:
304 Gaille Drive
Covington, LA 70433

Phone: (985) 875-2500

Email: SJChatry@WeeksMarine.com

License No.: 63823
(where applicable)

State: North Carolina

WEEKS MARINE, INC.

**WRITTEN CONSENT OF THE
BOARD OF DIRECTORS OF WEEKS MARINE, INC.**

The undersigned, being a majority of the members of the Board of Directors of Weeks Marine, Inc., a New Jersey corporation (the "Corporation"), hereby consent, pursuant to N.J.S.A. 14A:6-7.1 of the New Jersey Business Corporation Act, to the adoption of the following resolution at the Board of Directors Meeting held on September 22, 2021:

NOW THEREFORE, be it

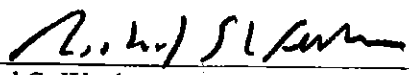
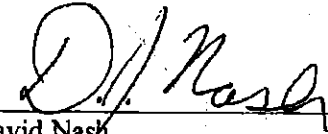
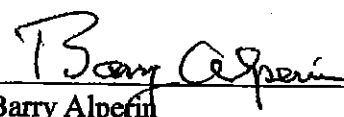
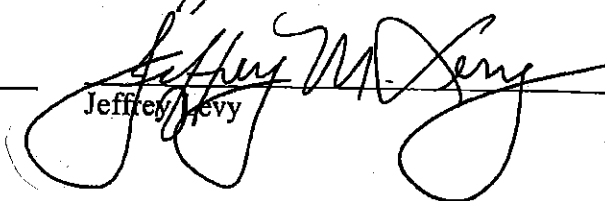
RESOLVED, that the following persons are, as of the date hereof, officers of Weeks Marine, Inc. in the offices set forth below:

<i>Office:</i>	<i>Individual</i>
Chairman of the Board	Richard N Weeks
Chief Executive Officer	Richard S. Weeks
President	Eric W. Ellefsen
Executive Vice President, Secretary & Treasurer	Arthur P. Smeding
Senior Vice President, CFO & Assistant Secretary	Michael A. Testani
Chief Operating Officer	Christopher Hynes
Senior Vice President	Thomas G. Weeks
Senior Vice President	Richard A. Heltzel
Senior Vice President	J. Stephen Chatry
Senior Vice President	Richard P. Palmer
Vice President	David P. Hafner
Vice President	David A. Vosseller
Vice President	Jason Marchioni
Vice President	Timothy J. Weckwerth
Vice President	Charles R. McCaskill
Vice President	Charles Broussard Jr.
Vice President	Jonathan J. Saukin
Vice President	Mike Stufflebeme
Vice President	Brett Dupuis
Vice President	Guy Guidry
Vice President	Alexandra Weeks
Corporate Controller	Stephen C. Frye

AND BE IT FURTHER RESOLVED, that such officers are hereby authorized to execute on behalf of the Company such documents and contracts as are necessary to maintain and continue the business of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent on the 22nd day of September, 2021.

WEEKS MARINE, INC. DIRECTORS:

 _____ Richard S. Weeks	 _____ David Nash
 _____ Barry Alpert	 _____ Jeffrey Levy



Capital Project Ordinance for Avon/Buxton Beach Nourishment Project

Description

Please see the following item summary.

Board Action Requested

Adopt amendment to the capital project ordinance.

Item Presenter

David Clawson, Finance Director

Item Summary: Capital Project Ordinance for Avon/Buxton Beach Nourishment Project

This agenda item is to establish a budget for the Avon/Buxton beach nourishment project.

Already budgeted:

Buxton CS&E design, permitting, construction administration, & post construction surveys	\$1,989,617
Avon CS&E design, permitting, & construction administration	\$984,358

Open budget items/estimates used:

- CSE Avon post construction surveys (evaluating NPS requirements) \$482,000
- Buxton sand fencing & vegetation (bidding) \$71,375
- Avon sand fencing & vegetation (bidding) \$159,700
- Debt costs of issuance \$215,000
- FEMA/State of NC share – using the lower calculated amount
 - The FEMA Subject Matter Expert calculated on the combined project at \$13.33 per cubic yard. NCEM and FEMA Atlanta are reviewing but think Buxton alone should be used, which would be \$14.83 per cubic yard, \$702,098 more.

Project amounts and current estimates are:

Hydraulic beach fill	Buxton base	1,000,000	\$ 8.15	\$ 8,150,000
Hydraulic beach fill	Buxton alt	200,000	\$ 7.40	1,480,000
Hydraulic beach fill	Avon base	800,000	\$ 8.80	7,040,000
Hydraulic beach fill	Avon alt	200,000	\$ 8.00	1,600,000
Mobilization	Buxton			6,175,000
Mobilization	Avon			1,425,000
			GLDD Bid	25,870,000
CSE permitting, design, CA, etc...	Buxton			1,989,617
CSE permitting, design, CA, etc...	Avon			1,466,358
		\$ / CY	\$ 13.33	\$ 29,325,975
Sand Fencing & Vegetation	Both			231,075
Total Project				\$ 29,557,050
		<u>CY</u>	<u>\$ / CY</u>	
FEMA & State Share Florence	303,732	\$ 13.33		\$ 4,048,744
FEMA & State Share Dorian	164,690	\$ 13.33		2,195,316
Sand Fencing & Vegetation	Buxton			71,375
			FEMA/State of NC Share	6,315,435
Total Project				\$ 29,557,050
	FEMA/State		\$ 6,315,435	
	NCDEQ Grant		\$ 1,557,607	
	County		\$ 21,684,008	

Action Requested: Adopt the following amendment to the capital project ordinance.

County of Dare, North Carolina
Capital Project Ordinance
for
Beach Nourishment Avon Project

BE IT ORDAINED by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, originally adopted on 6/3/2019, and amended on 1/19/2021, is hereby amended:

Section 1 The project is the 2022 Avon/Buxton beach nourishment project and is based upon bid amounts opened on 11/17/2021.

Section 2 The following budget shall be conducted within the Capital Projects Fund (#61). The project number is 60350 for Avon beach nourishment, 60329 for Buxton beach nourishment, and 98729 for the related Series 2022A Limited Obligation Bonds.

Section 3 The following amounts are additionally appropriated for the project:

Avon permitting, design, and CA, CSE contract	615580-737105-60350	\$482,000
Buxton construction	615580-737010-60329	\$15,805,000
Avon construction	615580-737010-60350	\$10,065,000
Buxton vegetative & sand fencing	615580-737016-60329	\$71,375
Avon vegetative & sand fencing	615580-737016-60350	\$159,700
Debt costs of issuance	615580-545300-98729	\$215,000

Note: \$2,973,975 already budgeted.

Section 4 The following revenues are anticipated to be available to complete the project:

Debt proceeds-S2022A LOBs	613090-470200-98729	\$18,925,033
Debt proceeds-S2022B LOBs	613090-470200-98729	\$6,315,435
NCDEQ grant	613025-427013-60329	\$1,557,607

Note: \$2,973,975 of Series A debt already budgeted.

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

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

Adopted this 3rd day of January 2022.

_____ copy _____
 _ Chairman, Board of Commissioners

[SEAL] _____ copy _____
 _ Clerk to the Board of Commissioners



RESOLUTION OF THE COUNTY OF DARE, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF DARE, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS

Description

Reimbursement Resolution for the Series 2022A LOBs that will finance the Buxton/Avon beach nourishment project.

Board Action Requested

Adopt resolution

Item Presenter

David Clawson, Finance Director

**RESOLUTION OF THE COUNTY OF DARE, NORTH CAROLINA
DECLARING THE INTENT OF THE COUNTY OF DARE, NORTH
CAROLINA TO REIMBURSE ITSELF FOR CAPITAL
EXPENDITURES FROM THE PROCEEDS OF CERTAIN TAX-
EXEMPT OBLIGATIONS**

WHEREAS, the Board of Commissioners of the County of Dare, North Carolina (“*County*”) has determined that it is in the best interests of County to finance beach nourishment for the purpose of beach erosion control and flood and hurricane protection works in the areas of Buxton and Avon in the County (the “*Projects*”);

WHEREAS, the County presently intends, at one time or from time to time, to finance all or a portion of the costs of the Projects with proceeds of tax-exempt obligations and reasonably expects to cause to be executed and delivered tax-exempt obligations (the “*Obligations*”) to finance, or to reimburse itself for, all or a portion of the costs of the Projects; and

WHEREAS, the County desires to proceed with some or all of the Projects and will incur and pay certain expenditures in connection with the Projects prior to the date of execution and delivery of the Obligations (the “*Original Expenditures*”), such Original Expenditures to be paid for originally from a source other than the proceeds of the Obligations, and the County intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Obligations to be executed and delivered at a date occurring after the dates of such Original Expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Dare, North Carolina as follows:

Section 1. ***Official Declaration of Intent.*** The County presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the County on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The County reasonably expects to execute and deliver the Obligations to finance all or a portion of the costs of the Projects and the maximum principal amount of Obligations expected to be executed and delivered by County to pay for all or a portion of the costs of the Projects is approximately \$28,500,000.

Section 2. ***Compliance with Regulations.*** The County adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the County’s intent to reimburse itself for the Original Expenditures from proceeds of the Obligations.

Section 3. ***Itemization of Capital Expenditures.*** The Finance Director of the County, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the County in determining and itemizing all of the Original Expenditures incurred and paid by the County in connection with the Projects during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of execution and delivery of the Obligations.

Section 4. ***Effective Date.*** This Resolution shall become effective immediately upon the date of its adoption.

Adopted this the 3rd day of January, 2022.

Robert Woodard, Chairman

Attest:

Cheryl C. Anby, Clerk to the Board

STATE OF NORTH CAROLINA)
)
COUNTY OF DARE) SS:

I, *Cheryl C. Anby*, Clerk to the Board of Commissioners of the County of Dare, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled **“RESOLUTION OF THE COUNTY OF DARE, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF DARE, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS”** duly adopted by the Board of Commissioners of the County of Dare, North Carolina at a meeting held on the 3rd day of January, 2022.

WITNESS my hand and the corporate seal of the County of Dare, North Carolina, this the ____ day of January, 2022.

(SEAL)

Cheryl C. Anby
Clerk to the Board of Commissioners
County of Dare, North Carolina



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT, DIRECTING THE PUBLICATION OF NOTICE WITH RESPECT THERETO AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

Description

Please see the following Item Summary

Board Action Requested

Adopt Resolution

Item Presenter

David Clawson, Finance Director

Item Summary: **RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT, DIRECTING THE PUBLICATION OF NOTICE WITH RESPECT THERETO AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**

This agenda item begins the process to issue debt to finance the Buxton/Avon 2022 beach nourishment project. The debt will be:

- The Series 2022A LOBs over 5 years for the County portion of the project;
- The Series 2022B LOBs over a maximum of 2 years for the FEMA reimbursable portion of the project (callable at any time after 1 year);
- Will be privately placed with a bank; and
- Issued as additional bonds, secured by the Deed of Trust placed on the Justice Center with the 2021B LOBs.

The schedule for the financing is:

11/17 Bid opening
11/30 Letter sent to the NC General Assembly JL Committee on Local Government
12/20 Local Government Commission application submitted
Piper Sandler issued Financing Term Sheet for bids
1/3/22 BOC adopts a Reimbursement Resolution
BOC adopts Initial Resolution and calls for a public hearing
BOC establishes beach nourishment project budget
BOC approves construction contract (or 1/18)
By 1/8 Notice of Public Hearing published
1/18 BOC holds Public Hearing
2/1 LGC meeting and approval
2/7 BOC adopts Approving Resolution
Dare County Public Facilities Corporation adopts Corporate Resolution
2/15 Debt closing

Attachments after this Item Summary are:

- Initial Resolution
- Notice of Public Hearing
- Financing Term Sheet

The Initial Resolution makes these findings:

- That the proposed Contract Amendment is necessary and expedient;
- That the Contract Amendment, under the circumstances, is preferable to a bond issue for the same purpose;
- That the sums to fall due under the Contract Amendment are adequate and not excessive for its proposed purpose;
- That the County's debt management procedures and policies are good;
- That the increase in taxes, if any, necessary to meet the sums to fall due under the Contract Amendment will not be excessive; and
- That the County is not in default in any of its debt service obligations.

The Initial Resolution authorizes:

- The County Manager & the Finance Director to proceed with the Contract for a principal amount of not to exceed \$28,500,000 under NCGS 160A-20;
- The Finance Director is directed to file an application with the LGC;
- The Finance Director is authorized and directed to retain Parker Poe Adams & Bernstein as Bond Counsel, DEC & Associates as Financial Advisor, The Bank of New York Mellon Trust Company as Trustee, and Piper Sandler & Co. as Placement Agent; and
- Sets a Public Hearing on January 18, 2022 concerning the execution and delivery of the Contract Amendment.

The Board is requested to:

1. Adopt the Initial Resolution.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT, DIRECTING THE PUBLICATION OF NOTICE WITH RESPECT THERETO AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

WHEREAS, the County of Dare, North Carolina (the “*County*”) is a validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the County has previously executed and delivered an Installment Financing Contract dated as of December 1, 2021 (the “*Original Contract*”), between the Dare County Public Facilities Corporation (the “*Corporation*”) and the County, to finance the capital costs of beach nourishment projects in Duck, Kill Devil Hills, Kitty Hawk and Southern Shores and improvements to the County’s Justice Center (the “*2021 Projects*”);

WHEREAS, the Corporation assisted the County in financing the 2021 Projects by the issuance of a Limited Obligation Bond, Series 2021B (the “*2021B Bond*”) under an Indenture of Trust dated as of December 1, 2021 (the “*Original Indenture*”) between the Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee (the “*Trustee*”);

WHEREAS, the Board of Commissioners of the County (the “*Board of Commissioners*”), hereby determines that it is in the best interest of the County to enter into an amendment to the Original Contract (the “*Contract Amendment*” and together with the Original Contract, the “*Contract*”) with the Corporation in order to finance the costs of beach nourishment for the purpose of beach erosion control and flood and hurricane protection works in the areas of Buxton and Avon in the County (the “*2022 Projects*”);

WHEREAS, the Corporation will assist the County by the issuance of additional Limited Obligation Bonds, in one or more series (the “*2022 Bonds*”), under the Original Indenture and a supplement thereto to finance the 2022 Projects;

WHEREAS, in order to secure its obligations under the Contract, the County has granted a Deed of Trust, Security Agreement and Fixture Filing dated as of December 1, 2021 (the “*Deed of Trust*”) on the real property on which County’s Justice Center is located, and the improvements thereon (the “*Mortgaged Property*”) and as such the obligations of the County related to the Contract Amendment, in addition to the Original Contract, will also be secured by the Mortgaged Property;

WHEREAS, the County hereby determines that the 2022 Projects are essential to the County’s proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the Projects will provide an essential use and will permit the County to carry out public functions that it is authorized by law to perform; and that entering into the Contract Amendment is necessary and expedient for the County by virtue of the findings presented herein;

WHEREAS, the County hereby determines that the Contract Amendment will allow the County to finance the 2022 Projects and take title thereto at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the County;

WHEREAS, the County hereby determines that the estimated cost of financing the 2022 Projects is an amount not to exceed \$28,500,000, and that such cost of the 2022 Projects exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of financing the 2022 Projects pursuant to the Contract is expected to exceed the cost of financing the 2022 Projects pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of financing the 2022 Projects pursuant to the Contract and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of the 2022 Projects; and (3) no revenues are produced by the 2022 Projects so as to permit a revenue bond financing;

WHEREAS, the County has determined and hereby determines that the estimated cost of financing the 2022 Projects pursuant to the Contract reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the County does not anticipate an increase in taxes to pay its obligations under the Contract Amendment, but the increase in taxes, if any, necessary to meet the sums to fall due under the Contract Amendment will not be excessive;

WHEREAS, no deficiency judgment may be rendered against the County in any action for its breach of the Contract, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Contract;

WHEREAS, the County is not in default under any of its debt service obligations;

WHEREAS, the County's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the County has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget ordinance;

WHEREAS, past audit reports of the County indicate that its debt management and contract obligation payment policies have been carried out in compliance with the law, and the County has not been censured by the North Carolina Local Government Commission (the "LGC"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

WHEREAS, a public hearing on the Contract Amendment after publication of a notice with respect to such public hearing must be held and approval of the LGC with respect to entering the Contract Amendment must be received; and

WHEREAS, the County hereby determines that all findings, conclusions and determinations of the County in this Resolution are subject to modification or affirmation after all interested parties have been

afforded the opportunity to present their comments at a public hearing regarding the execution and delivery of the Contract Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AS FOLLOWS:

Section 1. **Authorization to Negotiate the Contract Amendment.** That the County Manager and the Deputy County Manager/Finance Director, individually and collectively, with advice from the County's financial advisor, are hereby authorized and directed to proceed and negotiate on behalf of the County for the financing of the 2022 Projects for a principal amount not to exceed \$28,500,000 under the Contract Amendment to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina.

Section 2. **Findings.** That the Board of Commissioners finds and determines:

- (1) That the proposed Contract Amendment is necessary and expedient;
- (2) That the Contract Amendment, under the circumstances, is preferable to a bond issue for the same purpose;
- (3) That the sums to fall due under the Contract Amendment are adequate and not excessive for its proposed purpose;
- (4) That the County's debt management procedures and policies are good;
- (5) That the increase in taxes, if any, necessary to meet the sums to fall due under the Contract Amendment will not be excessive; and
- (6) That the County is not in default in any of its debt service obligations.

Section 3. **Application to LGC.** That the Deputy County Manager/Finance Director, or his designee, is hereby directed to file with the LGC an application for its approval of the Contract Amendment and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the County and its financial condition as may be required by the LGC.

Section 4. **Direction to Retain Professionals.** That the Deputy County Manager/Finance Director is hereby authorized and directed to retain the assistance of Parker Poe Adams & Bernstein LLP, as bond counsel; DEC Associates, Inc., as financial advisor; The Bank of New York Mellon Trust Company, N.A., as trustee, and Piper Sandler & Co., as placement agent. The Deputy County Manager/Finance Director is hereby authorized to retain such other professionals as he deems necessary in his judgment to carry out the transaction contemplated in this Resolution.

Section 5. **Public Hearing.** That a public hearing (the "*Public Hearing*") shall be conducted by the Board of Commissioners on January 18, 2022 in the Board of Commissioners' Meeting Room, Dare County Administration Building, 954 Marshall C. Collins Drive, Manteo, North Carolina 27954, or at such other place that the Board of Commissioners may determine, concerning the execution and delivery of the Contract Amendment.

Section 6. **Notice of Public Hearing.** That the Clerk to the Board is hereby directed to cause a notice of the Public Hearing, in substantially the form attached hereto as Exhibit A, to be published once in a qualified newspaper of general circulation within the County no fewer than 10 days prior to the Public Hearing.

Section 7. **Repealer.** That all motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 8. *Effective Date.* That this Resolution is effective on the date of its adoption.

Adopted this the 3rd day of January, 2022.

Robert Woodard, Chairman

Attest:

Cheryl C. Anby, Clerk to the Board

STATE OF NORTH CAROLINA)
)
COUNTY OF DARE) SS:

I, *Cheryl C. Anby*, Clerk to the Board of Commissioners of the County of Dare, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT, DIRECTING THE PUBLICATION OF NOTICE WITH RESPECT THERETO AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**” duly adopted by the Board of Commissioners of the County of Dare, North Carolina at a meeting held on the 3rd day of January, 2022.

WITNESS my hand and the corporate seal of the County of Dare, North Carolina, this the ____ day of January, 2022.

(SEAL)

Cheryl C. Anby
Clerk to the Board of Commissioners
County of Dare, North Carolina

EXHIBIT A
NOTICE OF PUBLIC HEARING

The Board of Commissioners (the “Board”) of the County of Dare, North Carolina (the “County”) is considering entering into an amendment to an existing installment financing contract (the “Contract Amendment”), in a principal amount not to exceed \$28,500,000, under which the County will make certain installment payments, in order to finance (a) the costs of beach nourishment for the purpose of beach erosion control and flood and hurricane protection works in the areas of Buxton and Avon in the County (the “Projects”) and (b) the costs associated with entering into the Contract Amendment. The County has previously executed and delivered an installment financing contract (the “Original Contract” and as amended by the Contract Amendment and any future amendment, the “Contract”) to finance the costs of beach nourishment projects in Duck, Kill Devil Hills, Kitty Hawk and Southern Shores and improvements to the County’s Justice Center. In connection with the Original Contract, the County granted a deed of trust, security agreement and fixture filing as security for its obligations in the site of the County’s Justice Center located at 962 Marshall C. Collins Drive, Manteo, North Carolina 27954 and improvements thereon (the “Mortgaged Property”). The Contract Amendment will amend the Original Contract to provide for the financing of the Projects and the County’s obligations under the Original Contract and the Contract Amendment will be secured under the Deed of Trust. The Contract and the Deed of Trust permit the County to enter into amendments to finance additional projects and refinance projects using the Mortgaged Property as collateral and the County may or may not grant additional collateral in connection with such amendments.

NOTICE IS HEREBY GIVEN, pursuant to Sections 160A-20 of the General Statutes of North Carolina, that on January 18, 2022 at 5:00 p.m., or as soon thereafter as practicable, in the County Board of Commissioners’ Meeting Room, Administration Building, 954 Marshall C. Collins Drive, Manteo, North Carolina 27954, the Board will conduct a public hearing concerning the approval of the execution and delivery of the Contract Amendment. All interested parties are invited to present comments at the public hearing on the Contract. Any person wishing to comment in writing should do so by submitting comments to the Board of County Commissioners, P.O. Box 1000, Manteo, NC 27954, Attention: Clerk to the Board, or cheryl.anby@darenc.com. Written comments must be submitted between the date of publication of this notice and 24 hours before the public hearing.

/s/ Cheryl C. Anby
Clerk to the Board of Commissioners
County of Dare, North Carolina

Dare County, North Carolina Installment Financing Bonds

Page 1

TERM SHEET

The Bonds (as defined herein) is offered solely pursuant to this Term Sheet to a limited number of “Qualified Institutional Buyers” or “Institutional Accredited Investors” within the meaning of the Securities Act of 1933, as amended. No dealer, broker, salesperson or other person has been authorized by the County (as defined herein) or Piper Sandler & Co., as Placement Agent, to give any information or to make any representations other than those contained in this Term Sheet, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. By execution and delivery of an investment letter in the form attached as Appendix A to this term sheet and the execution and delivery of the Bonds, any such lender therefor shall be deemed to have had access to such financial and other information concerning the County and the Bonds as such lender deemed necessary to make an independent investment decision to execute the Bonds, including the opportunity, at a reasonable time prior to such execution, to ask questions of and receive answers concerning the County and the terms and conditions of the Bonds and the security therefor.

This Term Sheet is being sent to you as a prospective lender in connection with a private placement identified by Piper Sandler & Co. Piper Sandler & Co. has not independently verified the information contained herein or otherwise made any further investigation of the financing, the credit of the issuer, the collateral or the terms. Neither Piper Sandler & Co. nor any of its affiliates, partners, officers, agents, employees or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of such information. See the last page of this Term Sheet for additional disclaimers. Lenders will be expected to complete their own due diligence if selected.

Issuer: County of Dare, North Carolina (the “County”).

Issue: Dare County NC, Limited Obligation Bonds, Series 2022. The Bonds will be issued as two series in order to permit early retirement as FEMA reimbursement funds are received (Series 2022B Bonds). The Series 2022A Bonds (County portion) and Series 2022B Bonds (FEMA portion) are collectively referred to as the “Bonds”.

Purpose: Proceeds of the Bonds will be used to 1) finance the costs of beach nourishment for the purpose of beach erosion control and flood and hurricane protection works in the areas of Buxton and Avon in the County, and 2) pay the issuance costs for the Bonds (the “2022 Projects”). The Bonds will be secured by the County’s Justice Center on parity with the 2021B Bonds described below.

Par Amount*: Approximately \$28,500,000. Assume the \$28,500,000 million par amount for purposes of this bid and the amount might be adjusted by \$500K or less at award.

Dated/Closing Date*: February 15, 2022

Bids Due to Piper: **We look forward to your response by 4:00pm North Carolina time on Friday, January 7, 2022.** Proposals should be emailed to: matt.morrell@psc.com

*Preliminary, subject to change.

PIPER | SANDLER

Dare County, North Carolina Installment Financing Bonds

TERM SHEET

Principal Payment Dates: June 1st, beginning 6/1/23 with a final maturity of 6/1/27 – See “Bidder Rate Quote” below).

Interest Payment Dates: December 1st and June 1st, beginning June 1, 2022. See “Bidder Rate Quote” below.

Rating: The Issuer will not seek a rating. The County’s current limited obligation bond ratings are AA/Aa2/AA-.

Tax Status: Interest will be tax exempt.

Current Amortization: *

	Series 2022A	Series 2022B
6/1/2023	4,414,333	1,285,671
6/1/2024	4,414,332	1,285,667
6/1/2025	4,414,332	1,285,667
6/1/2026	4,414,332	1,285,667
6/1/2027	4,414,332	1,285,667
Total	22,071,661	6,428,339

Bidder Rate Quote: Bidders are requested to provide **fixed interest rate** for both of the following:

- 1) **Current Interest Rate:** a single interest rate for the **Series 2022 A Bonds** assuming a closing on February 15, 2022, and
- 2) **Current Interest Rate:** a single interest rate for the **Series 2022 B Bonds** assuming a closing on February 15, 2022.

Average Life (from closing)*:

<u>2022A Bonds</u>	<u>2022B Bonds</u>
3.294 Years	3.294 Years

*Preliminary, subject to change.

Dare County, North Carolina Installment Financing Bonds

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- Prepayment Provision: Piper Sandler will entertain any prepayment provisions, but:
- a) the Series 2022 A Bonds offers should assume at least a 1-year call option and a non-call option, and
 - b) the Series 2022 B Bonds offers should assume a 1-year call and a callable at any time option - in whole or in part.

The costs of the 2022 Projects funded with the Series 2022B Bonds are expected to be reimbursed from FEMA funds and therefore the ability of the County to prepay the 2022B Bonds as funds are reimbursed will be a material part of the County's consideration.

Security: The County has previously executed and delivered an Installment Financing Contract dated as of December 1, 2021 (the "*Original Contract*"), between the Dare County Public Facilities Corporation (the "*Corporation*") and the County, to finance the capital costs of beach nourishment projects in Duck, Kill Devil Hills, Kitty Hawk and Southern Shores and improvements to the County's Justice Center (the "*2021 Projects*").

The Corporation assisted the County in financing the 2021 Projects by the issuance of a Limited Obligation Bond, Series 2021B (the "*2021B Bond*") under an Indenture of Trust dated as of December 1, 2021 (the "*Original Indenture*") between the Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee (the "*Trustee*").

The County plans to enter into an amendment to the Original Contract (the "*Contract Amendment*" and together with the Original Contract, the "*Contract*") with the Corporation in order to finance the costs of beach nourishment for the purpose of beach erosion control and flood and hurricane protection works in the areas of Buxton and Avon in the County – the *2022 Projects*.

The Corporation will assist the County by the issuance of the additional Bonds, in one or more series, under the Original Indenture and a supplement thereto to finance the 2022 Projects.

In order to secure its obligations under the Contract, the County has granted a Deed of Trust, Security Agreement and Fixture Filing

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dated as of December 1, 2021 (the “*Deed of Trust*”) on the real property on which County’s Justice Center is located, and the improvements thereon (the “*Mortgaged Property*”) and as such the obligations of the County related to the Contract Amendment, in addition to the Original Contract, will also be secured by the Mortgaged Property.

Collateral: The Justice Center will serve as collateral for the Bonds. The current insured value for the facility is \$19,196,000. The current outstanding amount of the Original Contract that funded the 2021 Projects and secured by the Justice Center is \$9,172,693. The Bonds will be issued in the approximate amount of \$28,500,000 and, together with the Original Contract, will also be secured by the Justice Center.

Description of Dare County: Please see attached the most recent S&P, Moody’s and Fitch credit reports for Dare County NC. Current financials for the past 5 years can be found at the following link:

<https://www.darenc.com/departments/finance/annual-financial-reports>

Special Counsel and Bond Counsel: Parker Poe Adams & Bernstein LLP serves as bond counsel to the County, will draft all bond documents, and will provide a validity opinion and an opinion as to the treatment of the interest component of installment payments under the Bonds under State and federal tax law. By submitting a proposal, the successful proposer waives any conflict of interest that Parker Poe Adams & Bernstein LLP’s involvement in connection with the financing presents to such successful proposer.

Financial Advisor: DEC Associates, Inc. serves as the County’s financial advisor.

Acceptance of Proposals: The County reserves the right to select the proposal that best meets the needs of the County. The County reserves the right to reject all proposals. Selection of any proposal is subject to approval thereof and approval of documentation by the Board of County Commissioners which is expected to occur on January 18, 2022, and

*Preliminary, subject to change.

Dare County, North Carolina Installment Financing Bonds

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the North Carolina Local Government Commission which is expected to occur on February 1, 2022. The successful bidder will be expected to honor its bid quote through closing.

Investment Letter:

A form of investor letter is attached as **Appendix A** to this Term Sheet. Unless Piper Sandler obtains a written representation in the following form as part of the investor letter or otherwise, Piper Sandler will be required under its regulatory authority to obtain a CUSIP.

The Lender is a bank¹, any entity directly or indirectly controlled by a bank, or under common control with a bank (other than a dealer registered under the Exchange Act), or a consortium of such entities [or the Lender is a municipal entity purchasing the securities with funds that are, at least in part, proceeds of, or fully or partially secure or pay, the lending entity's issue of municipal obligations (e.g. state revolving fund or bond bank)], and the Lender is entering into the Bonds solely for its own account for investment purposes only, with a present intent to retain its interest in the Bonds until maturity or early redemption (subject to the understanding that disposition of the Lender's property will remain at all times within its control).

The Bonds will contain language restricting the transfer of the Lender's interest in the Bonds consistent with policies of the North Carolina Local Government Commission.

Transfer Restriction:

The Bonds will be non-transferable, except to a bank, insurance company or similar financial institution or any other entity approved by the Local Government Commission of North Carolina.

¹ The term "bank" means a banking institution organized under the laws of the United States or a Federal savings association, as defined in section 2(5) of the Home Owners' Loan Act [12 USCS § 1462(5)], (B) a member bank of the Federal Reserve System, (C) any other banking institution or savings association, as defined in section 2(4) of the Home Owners' Loan Act [12 USCS § 1462(4)], whether incorporated or not, doing business under the laws of any State or of the United States, a substantial portion of the business of which consists of receiving deposits or exercising fiduciary powers similar to those permitted to national banks under the authority of the Comptroller of the Currency pursuant to the first section of Public Law 87-722 (12 U.S.C. 92a), and which is supervised and examined by State or Federal authority having supervision over banks or savings associations, and which is not operated for the purpose of evading the provisions of this title, and (D) a receiver, conservator, or other liquidating agent of any institution or firm included in clauses (A), (B), or (C) of this paragraph." 15 U.S.C.S. § 78c.(a)(6).

Dare County, North Carolina Installment Financing Bonds

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TERM SHEET

REGARDING THE USE OF THIS TERM SHEET

THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS TERM SHEET NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COUNTY SINCE THE DATE HEREOF.

THE BONDS HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COUNTY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Additional Information Respecting Documentation

The attached document is being sent to you as a prospective purchaser or lender in connection with a private placement or loan opportunity identified by Piper Sandler & Co. or its affiliate. Piper Sandler & Co. and its affiliates have not independently verified the information contained herein or otherwise made any further investigation of the loan, the credit of the borrower and any obligor, the collateral or the loan terms. Neither Piper Sandler & Co. nor any of its affiliates, partners, officers, agents, employees or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of such information. All references to financial information of the borrower, any obligor or the collateral shall not be considered as applicable for any period after the date they are referenced, unless expressly stated otherwise.

In addition to this Term Sheet, you as prospective lender will be provided with or granted access to all of the available financial and other information requested and deemed by you to be necessary to enable you to make an independent and informed judgment with respect to the collateral, the borrower and any obligor and their credit and the desirability of participating in the prospective financing. You as prospective lender agree to make a complete examination of all loan documents and approve of the form and content of the same prior to your funding, and you agree that Piper Sandler & Co. and its affiliates shall have no responsibility to perform and have not independently performed an examination of or approved the loan documents or any specific loan terms and shall not have any duty to inspect the collateral or the books and records of borrower or any obligor.

By accepting this package and considering becoming a prospective lender, you hereby represent that you have the sophistication and knowledge required to evaluate the loan, the credit of the borrower and any obligor, the collateral and the loan terms and that you will make your own independent credit analysis and decision with respect to the loan based upon your own independent examination and evaluation of the transaction and the information you have deemed appropriate, without reliance on Piper Sandler & Co. or its affiliates, its directors, officers, employees, attorneys or agents.

*Preliminary, subject to change.

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Piper Sandler & Co., its affiliates, directors, officers, employees, attorneys or agents make no representations or warranties, express or implied as to the business wisdom or propriety of entering into the loan, compliance with any lending or regulatory requirements, the credit worthiness of the borrowers or any obligor and the value and security of the collateral or with respect to the solvency, condition (financial or other) or future condition (financial or other) of borrower, any obligor, or the collateral securing any loan or for the due execution, legality, validity, enforceability, genuineness, sufficiency or collectability of the collateral or any loan document relative thereto. Piper Sandler & Co. and its affiliates shall not be responsible for the performance or observance of any of the terms, covenants or conditions of the loan documents.

[Remainder of page intentionally left blank]

Dare County, North Carolina Installment Financing Bonds

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Form of Investor Acknowledgement Letter

[Date]

County of Dare, North Carolina
954 Marshall C. Collins Drive
Manteo, NC

Piper Sandler & Co., as Placement Agent
800 Nicollet Mall
Minneapolis, MN

Re: Limited Obligation Bonds (County of Dare, North Carolina), Series 2022A and Series
2022B dated as of _____, 2022

Ladies and Gentlemen:

The undersigned, [name of lender] (the “Lender”) hereby represents and warrants to you as follows:

1. The Lender has purchased on the date hereof at the price of par, with no accrued interest, \$ _____ in par amount of the above-referenced bond (the “2022 Bond”) issued pursuant to the Indenture of Trust, dated as of December 1, 2021 (as supplemented from time to time, the “Indenture”), between Dare County Public Facilities Corporation (the “Corporation”) and The Bank of New York Mellon Trust Company, N.A. (the “Trustee”) and [describe supplemental indenture]. The 2022 Bond evidences proportionate undivided interests in rights to receive revenues from the County of Dare, North Carolina (the “County”) pursuant to an Installment Financing Agreement, dated as of December 1, 2021, between the Corporation and the County, and [describe amendment to the Contract] (collectively, and as further amended from time to time, the “Contract”).

2. **DELETE PARAGRAPH AND FOOTNOTE IF THE LENDER IS A NON-BANK ENTITY:** The Lender is a bank², any entity directly or indirectly controlled by the bank or under common control with the bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, or a consortium of such entities; or a municipal entity with funds that are, at least in part, proceeds of, or fully or partially secure or pay, the Lender’s

² A) a banking institution organized under the laws of the United States or a Federal savings association, as defined in section 2(5) of the Home Owners' Loan Act [12 USCS § 1462(5)], (B) a member bank of the Federal Reserve System, (C) any other banking institution or savings association, as defined in section 2(4) of the Home Owners' Loan Act [12 USCS § 1462(4)], whether incorporated or not, doing business under the laws of any State or of the United States, a substantial portion of the business of which consists of receiving deposits or exercising fiduciary powers similar to those permitted to national banks under the authority of the Comptroller of the Currency pursuant to the first section of Public Law 87-722 (12 U.S.C. 92a), and which is supervised and examined by State or Federal authority having supervision over banks or savings associations, and which is not operated for the purpose of evading the provisions of this title, and (D) a receiver, conservator, or other liquidating agent of any institution or firm included in clauses (A), (B), or (C) of this paragraph.” 15 U.S.C.S. § 78c(a)(6).

*Preliminary, subject to change.

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issue of municipal obligations (*e.g.*, state revolving fund or bond bank).

3. The Lender has sufficient knowledge and experience in business and financial matters in general, and obligations such as the 2022 Bonds in particular, to enable the Lender to evaluate the 2022 Bonds, the credit of the borrower, the collateral and the bond terms and that the Lender will make its own independent credit analysis and decision to enter into the 2022 Bonds based on independent examination and evaluation of the transaction and the information deemed appropriate, without reliance on Piper Sandler & Co. or its affiliates, its directors, officers, employees, attorneys or agents.

4. The Lender acknowledges that no credit rating has been sought or obtained with respect to the 2022 Bonds.

5. The Lender acknowledges that no official statement has been prepared for the 2022 Bonds, and that the County nor the Corporation will be entering into a continuing disclosure agreement to provide ongoing disclosure respecting the 2022 Bonds. The Lender has been offered copies of or full access to all documents relating to the 2022 Bonds and all records, reports, financial statements and other information concerning the County and pertinent to the source of payment for the 2022 Bonds as deemed material by the Lender, which the Lender as a reasonable investor, has requested and to which the Lender, as a reasonable investor, would attach significance in making an investment decision.

6. The Lender confirms that its purchase of the 2022 Bonds is suitable for and consistent with its lending program and that the Lender is able to bear the economic risk of a purchase of the 2022 Bonds, including a complete loss of such investment.

7. The Lender states that: (a) it is a bank, savings and loan association, insurance company, or registered investment company; or an investment adviser registered either with the Securities and Exchange Commission under Section 203 of the Investment Advisers Act of 1940 or with a state securities commission (or any agency or office performing like functions); or any other entity (whether a natural person, corporation, partnership, trust, or otherwise) with total assets of at least \$50 million; (b) it is capable of evaluating investment risks and market value independently, both in general and with regard to transactions and investment strategies in municipal bonds, such as its acquisition of the 2022 Bonds to evidence a private loan to the County; (c) it is exercising independent judgment in evaluating: (i) the recommendation of the Placement Agent, if any, or its associated persons; and (ii) the quality of execution of the transaction (the acquisition of the 2022B Bonds in evidence of a private loan to the County) by the Placement Agent; and (d) the Lender has timely access to material information that is available publicly through established industry sources as defined in Municipal Securities Rulemaking Board (MSRB) Rule G-47. The Lender is familiar with the financial condition and affairs of the County and the Corporation, particularly with respect to the County's ability to pay its debt obligations such as the 2022 Bonds. The Lender has received from the County and the Corporation all information that it has requested in order for it to assess and evaluate the security and source of payment for the 2022 Bonds.

Dare County, North Carolina Installment Financing Bonds

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8. The Lender is purchasing the 2022 Bonds solely for its own account as evidence of a loan, with a present intent to remain in the securities until maturity, early redemption or mandatory tender, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Lender's property will remain at all times within its control).

9. The Lender understands that the 2022 Bonds (i) have not been registered under the Securities Act of 1933, as amended (the "Act"), and (ii) have not been registered or qualified under any state securities or "Blue Sky" laws, and that the Bonds has not been qualified under the Trust Indenture Act of 1939, as amended.

10. The Lender acknowledges that in connection with the offering of the 2022 Bonds: (i) Piper Sandler & Co. as Placement Agent has acted at arm's length, is not an agent or financial advisor of, and owes no fiduciary duties to the Lender or any other person irrespective of whether the Placement Agent has advised or is advising the Lender on other matters, and (ii) the Lender represents it has had the opportunity to consult with its own legal counsel and to negotiate this Certificate prior to execution. The Lender waives to the fullest extent permitted by law any claims it may have against the Placement Agent arising from an alleged breach of fiduciary duty in connection with the placement of the 2022B Bonds.

11. The Lender understands that the County, the Corporation and Piper Sandler & Co., and their respective counsel and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

12. The signatory of this Certificate is a duly authorized officer of the Lender with the authority to sign this Certificate on behalf of the Lender, and this Certificate has been duly authorized, executed and delivered.

Very truly yours,

By: _____

Name: _____

Title: _____



Review of 2022-23 Grant Application from the Economic Improvement Council

Description

The Economic Improvement Council (EIC) will present their 2022-23 Community Services Block Grant Program (CSBG) application for funding to the Board of Commissioners for review. This federal grant is designed to help support a wide range of community-based activities to reduce poverty. These include activities to help low-income individuals and families secure and retain meaningful employment; adequate education; obtain adequate housing and other community services.

The link for the complete 2022-23 Community Services Block Grant Program application is shown on the Board of Commissioner web page.

Board Action Requested

None - Information for review by Commissioners, any comments to be provided and Clerk to return acknowledgement to EIC

Item Presenter

n/a

**Community Services Block Grant Program
Fiscal Year 2022-23 Application for Funding
OEO Form 210**

Agency Strategy for Eliminating Poverty

Planning Period: 2022 - 2023

Section I: Identification of the Problem (use additional sheets if necessary)

1. Give the Poverty Cause name(s), rank the poverty cause(s) and identify which one(s) the agency will address.
 - The Poverty Cause Name: Limited Opportunities to Family Self-Sufficiency
 - The Economic Improvement Council, Inc. ranks Employment as the #1 Priority and Housing as #2.
2. Describe the poverty cause(s) in detail in the community with appropriate statistical data (include data sources).

EMPLOYMENT PRIORITY I:

In Northeastern North Carolina, more than 20% of the population is living in poverty. A major problem of poverty within this area is that two-thirds of all poor people in the area have at least one family member working full-time. Recent surveys in the region support the fact that poverty remains high due to the high incidence of unemployment, low wage rate, and female heads of households. The chart listed below provides a breakdown of labor force statistics of the ten (10) counties in the Northeast Region of North Carolina as reported by the North Carolina Department of Commerce – Labor and Economic Analysis Division, Local Area Unemployment Statistics.

2021 September Labor Force Estimates

COUNTY	LABOR FORCE	UNEMPLOYMENT	UNEMPLOYMENT RATE	RANK
Camden	4,601	148	3.2	2
Chowan	5,505	218	4.0	21
Currituck	13,999	425	3.0	8
Dare	21,510	728	3.4	50
Gates	5,159	188	3.6	11
Hyde	1,865	78	4.2	80
Pasquotank	16,640	691	4.2	47
Perquimans	4,923	202	4.1	32
Tyrrell	1,486	68	4.6	79
Washington	4,485	226	5.0	89

The lack of job opportunities continues to be one of the most major causes of the high unemployment rate. Commuting to the Hampton Roads area of Virginia for employment continues to be high priority for area workers. The Northeastern part of the State has also experienced economic exclusion and underinvestment. Mandated employer shutdowns during the global pandemic served as large contributing factor during this funding period.

HOUSING PRIORITY II:

As stated in the aforementioned paragraph, the Northeastern Region of North Carolina represents more than 20% of the population is living in poverty. The rate and rank of unemployment on the statistical chart above establishes the bases of affordability of housing in the Economic Improvement Council, Inc.'s service area. Lack of adequate resources in housing and low-income households exceeds the affordable housing units available. In an article posted July 2021 by the North Carolina Housing Coalition 25% (347,275) represent renter households that are extremely low-come. The number of affordable and available rental homes per 100 extremely low-income renters is 45 with 85% of those homes severely cost burdened. One of six households are paying more than half of their income on housing and are considered severely cost burdened based on the unemployment rate. Lack of affordable housing units weighs heavily on the population of job ratio to housing.

(A) Explain why the problem exists.

Lack of Economic Resources: The northeast region is the poorest region in the State of North Carolina. Over eighty percent of the economy is based upon agriculture or farm related resources. The economy is driven by large mechanized farms that employ very few workers. Workers that are able to be employed are usually under-employed and seasonal workers.

Limited Economic Development: The region is slow to develop factories or other employment opportunities so support over 8,700 low-income families with over 25,000 low-income individuals. A large majority of this population are considered the working poor, underemployed or not working in the workforce.

Limited Job Opportunity: Considering the two above statements, adequate job opportunities continue to plague the region. The northeast region consists of only ten percent urban population. Much of this population consists of Pasquotank and Dare counties. Approximately forty percent of this population travels out of the region to Hampton Road (VA) for work in the tourist industry.

(B) Identify the segment of the population and give the number of people experiencing the problem. According to the April 2020 U.S. Census Quick Facts Dashboard (see chart below) the northeast region is composed of approximately 171,964 citizens within the ten rural counties. Population estimates as of April 2020 an average 13.24% are in poverty. The vast region and sparse population coupled with limited economic development causes the poor and near poor to be impacted by the problem.

COUNTY	POPULATION	% IN POVERTY
Camden	10,355	7.6
Chowan	13,708	18.5
Currituck	28,100	8.8
Dare	36,915	8.9
Gates	10,478	14.7
Hyde	4,589	19.2
Pasquotank	40,568	14.3
Perquimans	13,005	15.0
Tyrell	3,245	25.4
Washington	11,003	21.3

(C) Provide demographic information of those adversely effected inclusive of:

- (a) Gender
- (b) Age
- (c) Race/Ethnicity for the agency's service area

In accordance to the July 1, 2019 reporting of those of the U.S. Census Bureau www.census.gov Camden (CA), Chowan (CH), Currituck (CU), Dare (DA), Gates (GA), Hyde (HY), Pasquotank (PA), Perquimans (PE), Tyrrell (TY), and Washington (WA) are as indicated below.

CATEGORY	CA	CH	CU	DA	HY
Male	68	1063	1073	1425	422
Female	104	1652	1489	1504	848
Under 5	5%	5%	5.6%	4.4%	3.7%
Under 18	22.6%	19.9%	21.9%	18.7%	17.0%
65+	16.9%	25.3%	16.4%	22.2%	22.6%
White	82.7%	62.6%	90.5%	93.8%	70.1%
Black	11.5%	34.4%	5.8%	2.8%	26.7%
2 or More Races	3%	N/A	N/A	N/A	N/A
Hispanic / Latino	<3%	N/A	N/A	N/A	9.8%
Hispanic	N/A	3.7%	4.4%	3.4%	N/A

CATEGORY	GA	PA	PE	TY	WA
Male	447	2569	990	352	895
Female	615	3412	1065	511	913
Under 5	46%	6.1%	4.5%	4.7%	5.1%
Under 18	20.2%	22.0%	18.6%	18.1%	19.9%
65+	20.9%	17.2%	27.3%	20.2%	25.3%
White	65.3%	58.5%	74.6%	56.7%	47.7%
Black	31.2%	36.6%	22.7%	38.1%	48.9%
2 or More Races	2.4%	N/A	N/A	N/A	N/A
Hispanic / Latino	N/A	N/A	2.7%	N/A	5.6%
Hispanic	2.4%	5.8%	N/A	9.4%	N/A

(D) Explain how the persons are adversely affected.

Persons residing in poverty conditions reside without a decent wage, which causes them to have to live in conditions such as substandard housing, lack of education, no health insurance, non-traditional child care and other necessities afforded to the non-poor.

Section II: Resource Analysis (use additional sheets if necessary)

(E) Resources Available:

- a. Agency Resources: The Economic Improvement Council, Inc. – Section VIII Housing Choice Voucher Program currently operates in the ten (10) county region with slots at a funding level annually of \$7,214,009.
- b. Community Resources: Four (4) local housing authorities serve the municipalities of Elizabeth City, Hertford, Plymouth, and Edenton. These authorities have subsidized housing available for low-income.

(F) Resources Needed:

- c. Agency Resources: The Economic Improvement Council, Inc. – More funding for HUD Housing to be able to pull more customers from the waiting list.
- d. Community Resources: Affordable Fair Market Rent for those who are just at the threshold of low and medium income.

Section III: Objective and Strategy

- (G) Objective Statement:** To enroll 55 low-income families in the Family Self-Sufficiency Program with four (4) rising above the poverty guidelines by June 30, 2023.

Strategies for Objective: To qualify and employ comprehensive case management that would include community services providers such as: NCWorks, Department of Social Services, and Base Entities.



Large Item Pick Up Budget Amendment

Description

Dare County Public Works is unable to conduct the annual large item pick up due to staffing shortages. An RFP was prepared to solicit a qualified private company to perform this work. Bids were accepted and low bid was awarded to SDR, a debris management company.

This budget amendment reflects the total cost of this project. The funding will come from a combination of vacant salary and fringe line items within the Recycle budget and the contingency fund.

Board Action Requested

Approve and sign budget amendment

Item Presenter

Robert Outten, County Manager

DARE COUNTY

BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Recycling</u>					
<u>Revenues:</u>					
Appropriated Fund Balance	103090	499900		115,500	
 <u>Expenditures:</u>					
Salaries	104715	500200			105,000
FICA	104715	500300			5,000
Retirement	104715	500400			7,500
Health Insurance	104715	500500			38,500
Professional Services	104715	510900		271,500	

Explanation:

Dare County Public Works is unable to conduct the annual large item pick up due to staffing shortages. An RFP was prepared to solicit a qualified private company to perform this work. Bids were accepted, and low bid was awarded to SDR, a debris management company.

This budget amendment reflects the total cost of this project. The funding will come from a combination of vacant salary and fringe line items within the Recycle budget and the contingency fund.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

Date entered: _____

Entered by: _____

Reference number: _____



Consent Agenda

Description

1. Approval of Minutes (11/15/21, 12/6/21 and 12/20/21)
2. DHHS-Social Serv. Div. - Low Income Household Water Assistance Program Budget Amendment
3. Dare County Fire Extinguisher Service Contract
4. Budget Amendment and Change to Capital Project Ordinance for Cooperative Extension
5. Budget Amendment for Oil Spill Exercise Grant
6. Budget Amendment: Dare MedFlight

Board Action Requested

Take Appropriate Action

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. Special Housing Workshop 11/15/21, 12/6/21 and Special Meeting 12/20/21

Board Action Requested

Approve Previous Minutes

Item Presenter

Robert Outten, County Manager



County of Dare

P.O. Box 1000 | Manteo, NC 27954

SPECIAL MEETING MINUTES HOUSING WORKSHOP DARE COUNTY BOARD OF COMMISSIONERS MEETING

2:00 p.m., November 15, 2021

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

Commissioners absent: Commissioner Danny Couch

Others present: County Manager/Attorney, Robert Outten
Master Public Information Officer, Dorothy Hester
Sarah Odio, UNC/SOG via audio connection, Mary Helen Goodloe-Murphy, Sam Barker, Duke Geraghty and Cheryl C. Anby, Clerk to the Board

At 2:01 p.m. Chairman Woodard called to order the special meeting with appropriate prior public notice having been given.

Mr. Outten advised the group that Sarah Odio would be reviewing her findings at the meeting and asking for guidance from the Board. She would be returning at the first Board meeting in December at which time the Board would make a decision on a proposal to move forward with a housing project. Sara would then begin working on the RFQ's with the various developers. She had prepared a middle ground scenario with \$6 million dollars as the Dare participation for the Bowsertown parcel. (A spread sheet was provided to the group and is attached as part of these minutes.)

Mr. Outten stated the Elizabethan Inn did not look like an option due to price and huge zoning challenges and would be pulled off the table for affordable housing.

Sarah began a discussion about the options on the table. The County would have access to tax credits to assist with projects. Her handout reflected 42 units at \$900, 13 at \$720 and 11 at \$1,150. Units with the moderate income rent at \$900/month would not have access to the tax credits. With a mixed income approach, if the county participates in an affordable housing development, at least 20% of the units have to be at 60% AMI (area median income). A one-bedroom would be at approximately \$720-30/month. Commissioner Ross asked what the income level was for 60% AMI. Sarah responded it was family of two with approximately \$35,000 a year income, i.e. single parent with a child. A single person's income level would be approximately \$28,000.

The result of looking at a project with rents in the \$900's and inclusion of units with 60% AMI was a total of 66 units with 53 of them in the \$900-\$1150 range. This was not as much density as other options with 76 units and \$4 million dollar County participation. There was also denser project with 151 units with mixed income levels (low, moderate and market rate) with a County \$7.3 million investment.

Mr. Outten asked to look at the mixed income/max density project with 151 units (70 of which would be market units). It was questioned whether reducing the market units and increasing either of the other units would increase the cost and Sarah agreed.

Each option had "wiggle room" for changes but would also be narrowed down by the public interest shared by the Board which was maximizing the number of lower income units and attracting public and private investment. There were tradeoffs with either more units or a lower investment. Commissioner Ross asked about the 151 unit option, which was approximately \$90,000 per unit with 70 market rate units. He asked if it would be preferable to spend \$7.3 million instead of \$6 million in order to produce 151 units with max density. Mr. Outten had stated the majority of those units were one bedroom. Sarah agreed there were only eleven two bed rooms units in that project.

As the group discussed possible changes to the scenarios, Sarah emphasized the importance of setting a cap on the County contribution and setting priorities of either one or two bedroom units in order to help narrow the options. Chairman Woodard asked what kind of data was available to recommend the need for more two or one bedroom units. Commissioner Ross felt there was a significant amount of couples with children who would need a two bedroom unit. Commissioner Tobin mentioned he knew of three families who wanted to move to the area and none of these options fit their scenario. Chairman Woodard said the number of two bedroom units could be increased. Mr. Outten advised the market units were included in the projects because they provided cash that reduced our subsidy. In early discussions with developers, there was a stated immediate demand for both one and two bedroom units. The need was there and the County would need to decide what mix they wanted in their developments and how the mix would affect the County's bottom line investment.

Commissioner Ross asked how adding more two bedroom units into the eighty-one units that were subsidized would significantly alter the County contribution if there were 70 market units. Mr. Outten explained there would be an approximate loss of \$400 per unit in rent, which would be a change of going from \$1,300 to \$900 per month in cost. Sarah said market rate units did not subsidize other units. They paid for themselves. The inclusion of market rate units was a choice to provide more units at no cost to the County. With low-income units there would always be a gap. It was important to look at the rent versus the cost to build in deciding whether to build one or two bedroom units. Vice-Chairman Overman confirmed a one bedroom was 550 square feet and a two bedroom was 900 square feet.

Commissioner Bateman stated two bedroom units would suit a couple with one child or the boyfriend/girlfriend scenario. They discussed running a model of seventy market rate units with seventy subsidized. This would be 110 one-bedroom units and 30 two-bedrooms.

Commissioner Ross asked what the market rate would be for two bedrooms. In Kill Devil Hills it averaged about \$1,600-1,900.

Chairman Woodard summarized the Board needed to make a decision of how many units they wanted (one bedroom - two bedrooms) and then get a proposal on the project, which could be tweaked. Mr. Outten cited the Board could advise DFI to limit the project to spending no more than "x" with a balance of one and two bedrooms to best leverage the funds. Chairman Woodard reminded the group this would not be the only project. If the first project had more one bedroom units, then the next project could focus on more two bedrooms. The discussion led to a consensus to have DFI provide scenarios at \$7, \$7.5 and \$8 million. Sarah advised she would confirm figures at the December 6, 2021 Board meeting once she confirmed the scenarios with the architect.

At 3:03 p.m., the Board of Commissioners adjourned until 5:00 p.m., November 15, 2021.

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 supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk to the Board.



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., December 6, 2021

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 complete account of the meeting is archived on a video available on the Dare County website: www.darenc.com.

At 9:02 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Cherri Wheeler to share a prayer, and then he led the Pledge of Allegiance to the flag.

Manteo High School choral group and band started the meeting with a few holiday selections lead by band director, Emma Alter.

ITEM 1 – ELECTION OF CHAIRMAN (Att. #1)

The Clerk outlined the procedures for the election. In accordance with Robert's Rules, no second would be necessary for a nomination and four votes would be required to win the election. The Clerk opened the floor for nominations.

NOMINATION

Vice-Chairman Overman nominated Robert Woodard, Sr. for chairman. There were no other nominations. Commissioner Couch moved to close nominations.

VOTE: AYES – Seven votes by a show of hands.

Commissioner Woodard was reelected as Chairman by unanimous vote.

ITEM 2 – ELECTION OF VICE-CHAIRMAN (Att. #2)

Newly re-elected Robert Woodard, Sr. conducted the election of Vice-Chairman.

NOMINATION

Commissioner Tobin nominated Wally Overman.

There were no other nominations.

VOTE: AYES – Seven votes by a show of hands.

Commissioner Wally Overman was reelected as Vice-Chairman by unanimous vote.

ITEM 3 – OPENING REMARKS – CHAIRMAN’S UPDATE

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

- Joe Tauber was inducted into the National Wrestling Hall of Fame for the Maryland Chapter as this year’s Outstanding American.
- Remembered Eddie Green, who had passed at the age of ninety-six. He had been one of the founding members of the Outer Banks Community Foundation and the longtime proprietor of the Christmas Shop in Manteo.
- Pleased to announce the 2022 Kelly’s St. Patrick’s Parade would be held this year.

ITEM 4 – SERVICE PINS

- 1) Claudia Neal, Dare County Sr. Foreign Language Interpreter, received her 10-year pin.

ITEM 5 – EMPLOYEE OF THE MONTH – December, 2021

Cameron Thompson received the Employee of the Month award from Chuck Lycett. Mr. Thompson’s qualities and skills made him an asset to the Department of Health & Human Services with his wealth of computer knowledge. He was organized and insured all the DHHS computers were working each day.

ITE9:33M 6 – PUBLIC COMMENTS

At 9:30 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. A summary of citizen remarks follows, which may be viewed in their entirety on the County website:

The following comments were made in Manteo:

1. Duke Geraghty congratulated the board and thanked them for their forward motion with affordable housing discussions. He promoted the increase of new two-bedroom units and thanked Representative Hanig and Senator Steinberg for their efforts with the grant recently received by Dare County. He noted there was an on-going project in Kitty Hawk which had applied to change their plans for more 2 bedroom units.
2. Mary Ellon Balance, Chairman of the Board of Education, thanked the Dare Commissioners for their continued support and stated the communication between the two boards was second to none. She looked forward to another year.

There were no comments made in Buxton. Public Comments closed at 9:36 a.m.

ITEM 7 – DARE COUNTY MOTOR SPORTS CHARITY GROUP

Terry Gray, of the Dare County Motorsports Charity Group, gave an update on the sixth year of the motorcycle/jeep toy run. They had 107 motorcycles and 195 Jeeps participate in the event. He thanked the Sheriff’s Department for their assistance and presented a plaque of gratitude to them. The Dare Center Director, Sandy Pace, was presented with a \$25,000.00 donation to provide toys to Dare County children in need. There would be another event in April, 2022 with more information to come.

ITEM 8 – ADORATION HOSPICE - This item was not heard.

ITEM 9 – UNC CHAPEL HILL SCHOOL OF GOVERNMENT ESSENTIAL HOUSING NEEDS PROJECT UPDATE (Att. # 3)

A complete account of the Board's discussion on this agenda item is available for viewing on the Dare County website.

Sarah Odio, the Senior Project Manager with DFI, presented a virtual review of recommendations for essential housing. Marcia Perritt, Deputy Director of Quality Control, was also in virtual attendance. The goal of the work had been to put together a feasible development with financial analysis. The detailed predevelopment timeline was reviewed. The next phase of the work would identify a development program and then find a partner for Dare County for the project. Sarah discussed the public interest was critical to a feasible development plan. The County had agreed to three public interest issues which were affordability to low and moderate income households, long-term affordability of units and the efficient use of public investment to attract private investment. Low income households at 60% AMI earned approximately \$34,680/year with monthly housing costs including utilities at \$813 per month. Moderate was 80% AMI with an income of \$46,240/year with housing at \$1,084/month. Units were in high demand at every level and most renters in the county were one to two person households.

Construction costs continued to rise and the supply chain had caused many hiccups. Lumber and plywood costs alone had gone up 52%. County participation was essential for low and moderate home development. In order to subsidize the units, twenty percent of the units must be affordable and for the exclusive use of low-income households. The Low-Income Housing Tax Credit Program (LIHTC) offered a huge subsidy which provided equity and infrastructure for monitoring. The County could facilitate mixed income development with limitations: (1) total county payment to the developer must be equal or less than market rent and less than affordable rent (2) at least twenty percent of the units in the project for those earning no more than 60% of Area Median Income (AMI). The county had authority to provide subsidized housing to persons at higher incomes less than 80% AMI (\$900/month rents). Mixed income development prioritizing rents at 80% AMI is untested and would be challenging in North Carolina. The pool of developers with expertise in mixed-income development/management is more limited. Developments without LIHTC would require Dare County or a dedicated partner to be responsible for monitoring the affordability and quality of the development.

Bowsertown was a complex site with building pads at 4 feet above sea level; developing around the state boat ramp and wetland limits for development. It would require multiple ingresses off California Lane with limited parking. The flood/hazard insurance requirements and current zoning would allow only 58 units. With LIHTC, the site could be developed with 76 units but would not provide the moderate units. At \$7.3 million, with no LIHTC, there could be 151 mixed income units.

After the November 15th workshop, the Board had asked to look at other options. With 120 mixed-income units, there would be 90 one-bedroom units and 30 two-bedroom units. The project would primarily target households between 70-80% AMI with rents at \$900 for one bedroom and \$1,100 for two bedrooms. At \$9 million participation level, there would be 78 80% AMI units and 18 unrestricted market value units with 24 at 60% AMI. Mr. Outten asked if the mix of 1-2 bedrooms were changed, what would it do to the numbers. Sarah replied with 2-bedroom units there was less rent per square foot. As units got bigger the rents would not

rise as much. If the county held at \$8 million and increased the number of 2-bedroom units, the overall number of units would have to go down due to limitation of the size of the Bowerstown site.

Sarah advised the next steps were for Board selection of a preferred development scenario specifying minimum number of units at 70/80% AMI and maximum county participation. Solicitation would set the minimum parameters for the project. Commissioner House stated he wanted to maximize the units. Commissioner Ross asked if there had been any indication from Manteo for agreement to wastewater connection. Mr. Outten said discussions with town staff had been positive to date. The next step would be to go before their board with the request. Commissioner Couch stated if \$9 million was spent, it would send a signal that the Board was earnest in housing concerns.

MOTION

Commissioner House motioned for the county to participate at a \$9 million level with 18 unrestricted market units, 78 moderate and 24 units at 60% AMI.

Vice-Chairman Overman seconded the motion.

The Board continued their discussion: Chairman Woodard had had multiple discussions with Manteo leadership and felt another more defined discussion was needed. Mr. Outten advised there were package systems that took up less room if Manteo declined. Without a full project plan, he would be unable to obtain system details and cost estimates. Any system would add to the project cost and decrease the number of housing units. Commissioner Ross did not object to the target of the \$9 million; but he stated the \$8 million dollar investment level would provide 33 market rate units versus 18. Mr. Outten reminded that the public funds could not be used for units above 80%. He asked Sarah if a market rate could be set to meet the gap but above the 80% AMI. Sarah commented the rents were high in Dare due to construction costs. Mr. Outten asked Sarah if the Board was prepared to spend \$9 million but looked at the \$7 million dollar scenario for the project, whether \$2 million could be used to buy down the market-rate units. Sarah stated units above the 80% AMI could not be bought down. The market rate units covered their own expenses such as debt service and investor return.

Commissioner Tobin stated \$8 million made more sense with more market rate units to attract developers. Chairman Woodard reminded the Board it was not a perfect deal but it was a start and we would have other opportunities for workforce versus essential. The Board continued their discussion.

AMENDED MOTION

Commissioner House amended the motion to an \$8 million level contribution with (33 market rate, 63 at 70-80% AMI and 24 at 60% AMI units

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

The project would require participation from Manteo regarding wastewater connections. Dare County would need to approve rezoning of the area. The process had specific guidelines. Solicitation for a development partner would be handled by DFI when appropriate.

ITEM 10 – HATTERAS ISLAND RESERVE PHASE 2 SUBDIVISION – PRELIMINARY PLAT REVIEW

Noah Gillam presented that the seven-lot subdivision had proposed to have common driveways, which was permitted as long as they did not present danger to public safety or welfare. Four lots would share a 40-foot easement and three lots would share a 24-foot common drive. Michael Strader of Quible & Associates was available for Board questions.

MOTION

Commissioner Bateman motioned to recommend preliminary plat approval based upon a concurrence with the Planning Board's recommendation that the common drive accessing lots 5-11 does not endanger or diminish public safety and welfare.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 11 – CAPE HATTERAS ELECTRIC CORPORATION (CHEC) SPECIAL USE PERMIT

After all parties to this proceeding were duly sworn, Noah Gillam, outlined a Special Use Permit (SUP) application from Quible & Associates on behalf of the power co-op. The special use permit submitted for review was for an operations center for the Cape Hatteras Electric Membership Corporation located in Buxton and zoned R-2A. The building would be 50' x 148' and be used as an operation facility with office space, conference rooms, kitchen and several truck bays. Dylan Tillett addressed the board as the primary civil engineer. The County Manager asked the applicant if he agreed to the findings of fact listed in the SUP, the supporting documents on file, and the facts presented by the Planning Director, which is on file in the Planning Department, the facts presented by the Planner and the terms and conditions outlines in the SUP. Dylan Tillett and Doug Chesson indicated their agreement. Commissioner Couch said he had received no area objections. Vice-Chairman Overman asked about the vegetative buffer where the project backs up to residential property. A chain link fence with slats would serve as a buffer. Due to the proximity of the wastewater system, the Planning Board recommended opaque plastic slats in the fence.

MOTION

Commissioner House motioned to approve the draft Special Use Permit 4-2021 and the associated site plan for the proposed operation center.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 12 –REQUEST TO CLOSE A PORTION OF BEACON ROAD IN RODANTHE (Att. #4)

Daniel and Carly Kerlakian, owners of 23298 E. Beacon Road, through their attorney, David Dixon, had requested that the unimproved portion of the eastern terminus and cul-de-sac of Beacon Road be permanently closed. Affidavits and a statement were presented. A public hearing would be required for further consideration.

MOTION

Commissioner Ross motioned to adopt a resolution as required by G.S. 153A-24 to schedule a Public Hearing on the matter on January 3, 2022.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 13 – BID AWARD FOR BUXTON/AVON BEACH NOURISHMENT PROJECT (Att. #5)

Dave Clawson explained bids had been opened November 17, 2021. The lowest among the three bidders was Great Lakes Dredge & Dock at 13.7% less than both Coastal Science and FEMA had estimated. Construction would begin May 1 through September 30, 2022. It was recommended to award the maximum permitted 2.2 million cubic yards, which would be one million yd³ in Avon and 1.2 yd³ in Buxton. He explained the cost of the projects would be shared as follows: NC State Grant of \$1,557,607; FEMA \$6,315,435 and the County Beach Fund would contribute \$21,684,008 for a total of \$29,557,050. The sand fencing for Avon would be bid out later in the month. All the environmental assessments were complete and the CAMA and National Park Service permits had been issued. Mr. Clawson stated the process for the debt issuance had begun. The Board could adopt the resolutions in January.

MOTION

Commissioner Couch motioned to award the bid to Great Lakes Dredge & Dock in the amount of \$25,870,000 for the 2022 project and authorize the County Manager to proceed with a contract subject to LGC approval on February 1, 2022 for the related debt.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Mr. Outten addressed the Board and advised the Corps permit had come through allowing the County to be placed on the LGC agenda for tomorrow. He stated Representative Murphy and U.S. Senators' Burr and Tillis offices had helped with the "log jam" in Washington. The local Wilmington District Corps staff had come in over Thanksgiving break to ensure the permits were issued and he thanked them for their extra efforts.

ITEM 14 – CONSENT AGENDA

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

MOTION

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (11.15.21) **(Att. #6)**
- 2) DHHS – Social Services division Onetime Unrestricted Stimulus Payment for Young Adults Budget Amendment
- 3) DHHS Public Health Division – Increased State Funding for Community Linkages to Care (CLC) for OD Prevention/Response
- 4) DHHS Public Health Division – Continued Funding for COVID-19 ELC Enhancing Detection Activities
- 5) NC Governor's Crime Commission Grant Award (GCC Secure Schools)

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 15 – BOARD APPOINTMENTS

- 1) Tourism Board

Dare County Restaurant Association

Vice-Chairman Overman motioned to appoint Mark Ballog to serve as Restaurant Association representative on the Tourism Board.

Commissioners Bateman and House seconded the motion.

VOTE: AYES unanimous

Outer Banks Association of Realtors

Vice-Chairman Overman motioned to appoint Gray Berryman.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Town of Kill Devil Hills

Vice-Chairman Overman motioned to appoint Ivy Ingram.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

Town of Nags Head

Vice-Chairman Overman motioned to appoint Mayor Pro Tem Michael Siers.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

2) Upcoming Board Appointments

The upcoming Board appointments for January, February and March, 2021 were announced by County Manager Outten.

ITEM 16 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS

Remarks may be viewed in their entirety on the Dare County website. Following is a brief summary:

Commissioner Couch

- He remembered the late Horatio “Raish” Beck, captain of the *Good News*.
- The Rodanthe Bridge was 95% complete with cranes gone as they were preparing for a February opening. He praised both NCDOT and Flatiron for a great job.
- He remembered former Senator Bob Dole, whose wife was a North Carolina native. He shared Sen. Dole’s interest in Hatteras and its wartime history.
- He thanked the public and the Board for their support and prayers during his recent health concerns.

Commissioner Bateman

- He remembered the passing of Richard Reed, who had been a planner in Kitty Hawk and Helen Wiegel, who had served as a member of the First Flight Lions Club.
- Thanked the Dare County Motorsports Charity Group for all of their efforts to give toys to area children for Christmas.
- It would be important to lobby Manteo to support proposed housing projects. The cooperation of every municipality would be required to further reduce housing shortfalls.

Vice-Chairman Overman

- He congratulated Claudia Neal on receiving her ten-year service pin and Cameron Thompson, who had been recognized as the December Employee of the Month.
- Thanked the Board for his re-election as Vice-Chairman.
- Relative to the Bowerstown project, he reminded everyone that while not impossible, it would be extremely difficult to proceed without the full support of the Town of Manteo.

Commissioner House

- He had worked with Senator Bob Dole on a few projects in the 1980s and he would be missed.
- Provided an update on the shrimp amendment. He had attended the meeting. The resolution passed by the Board had been bolstered with a letter asking for the consideration of the Fisheries Commission to keep shrimping areas open.
- Flounder amendments to the management plan were coming up for a review and he would keep the Board and the community posted on updates as available.
- Day in History: The 13th Amendment which abolished slavery was ratified today in 1865. The holiday stop-motion classic, “Rudolph the Red-Nosed Reindeer” had been released in 1964. He wished everyone a Merry Christmas.

Commissioner Ross

- He thanked the Dare County Schools for the fabulous musical program presented today.
- Commended the fine example of caring and hard work shown by the Dare County Motorsports Group with their donations of toys and funds to area children.
- Relative to the essential housing projects, he commented “get her done”.

Commissioner Tobin

- He offered his condolences to the Dole family. Senator Bob Dole had been a great leader in our country.
- Provided an update on the dredge construction. It was still on schedule. The steel escalation clause had been executed which added \$99,000 to the cost.
- The County had received \$35 million grant for housing and he had drafted a Request for Qualifications. County Manager Outten added the legislation was designed to require the identification of partners for housing projects. Once a builder was selected, negotiations, subject to legislation restrictions, could begin. (A copy of RFQ is available in the office of the Clerk.)

MOTION

Commissioner Tobin motioned to issue the RFQ to seek private partners for Dare County housing projects.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Chairman Woodard announced the December 20, 2021 meeting was cancelled.

MANAGER’S/ATTORNEY’S BUSINESS

Robert Outten stated the CIP had met Friday. Oakley Collier had preliminarily reviewed the prospective EMS projects. Barnhill Construction had provided some cost estimates to reach more accurate numbers as construction costs were escalating. An overview of the proposed projects was given to the Board. The station in Nags Head needed work, but the issues there were not finalized with the Town of Nags Head. A \$5 million placeholder had been set aside for the project. The Kill Devil Hills station plans were not yet finalized. Our borrowing may change based on final decisions for their station. In Rodanthe, the fire department owns the station property. They still needed to go through the project estimates and decide what direction they want to take their project. In Southern Shores, we had met with fire department and the town county regarding their needs but costs had not been reviewed. Mr. Outten

explained there was no land cost built into the estimates. Kitty Hawk is building a station and programming has been done to include an EMS station. Kitty Hawk would be building and Dare County would pay them back over a twenty-year term. The CIP Committee would be discussing the needs of the Manns Harbor fire department in order to accommodate their renovation. The total of Dare County's share of the projects would be approximately \$40 million dollars. The CIP financial model indicates coverage ratios would not go below .69 and no other projects would be compromised. CIP Committee recommended moving forward.

MOTION

Commissioner House motioned to instruct Oakley Collier to move forward with detailed EMS station plans for both new and the renovation of stations and to authorize the County Manager to advise the Town of Kitty Hawk that Dare County was ready to move ahead with joiner in their EMS project.

Commissioner Tobin seconded the motion

VOTE: AYES unanimous

Mr. Outten stated the COA project was progressing. The DHHS renovation would have a ribbon cutting in January. The Parks and Recreation refurbish has begun. The purchase of the masonic lodge property had closed. The conception site drawings for the Public Works Department were back and they were waiting on the numbers.

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

MOTION

Commissioner House motioned to adjourn the meeting.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

At 11:56 a.m., the Board of Commissioners adjourned until 9:00 a.m., January 3, 2022.

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.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk to the Board.



County of Dare

P.O. Box 1000 | Manteo, NC 27954

SPECIAL MEETING MINUTES DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., December 20, 2021

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

Commissioners absent: Vice-Chairman Wally Overman

Others present: County Manager/Attorney, Robert Outten
Finance Director, Dave Clawson
Master Public Information Officer, Dorothy Hester
Cheryl C. Anby, Clerk

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

At 9:04 a.m. Chairman Woodard called to order the special meeting with appropriate prior public notice having been given. Commissioner Couch shared an invocation and then the Chairman led the Pledge of Allegiance to the flag.

ITEM 1 – MOTOROLA SOFTWARE SYSTEM

Mr. Outten explained the Motorola communication system was no longer supported by the company. The Sheriff had negotiated an approximate \$470,000 discount on a new upgraded system. The records management software program was used by law enforcement, EMS and the fire department. E911 funds were eligible for \$370,765 of the software cost with the \$990,732 balance to come from the General Fund. The majority of the changes to the contract had already been accepted. Funds were available and would not significantly impact the fund balance. Annual maintenance after first year would be \$181,410. Chairman Woodard asked if the annual maintenance was a guaranteed cost. Mr. Outten affirmed it was with renegotiation in five years.

MOTION

Commissioner House motioned to approve the new Motorola software system and authorize the County Manager to sign the contract and the appropriate budget amendments.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

Chairman Woodard asked how soon the new system would be online. Deputy Sheriff, Major Jeff Deringer explained Motorola would start immediately to replace the hardware and build the software. It was anticipated that implementation of the program would start November

2022 and it would be live approximately March 1, 2023. The process would include replacing the laptop software throughout Dare County first responder offices. Commissioner Couch stated the replacement of the system was good timing with other improvements being made to Dare County facilities.

Upon conclusion of the discussion, the Board shared the following comments:

Commissioner House stated today in history the 1946 Christmas classic “*It’s a Wonderful Life*” was first released.

Commissioner Ross reported that according to Dr. Sheila Davies, none of the eleven new hospitalizations for COVID-19 had been vaccinated.

Commissioner Couch shared the 118th anniversary of the first flights at Wright Brothers National Memorial had been a great success.

Commissioner Ross added the new OBX Outpatient Cancer Center New had raised \$3.6 million and would be breaking ground soon.

Chairman Woodard encouraged everyone to get vaccinated. At the conclusion of the meeting, he asked for a motion to adjourn.

MOTION

Commissioner Ross motioned to adjourn the meeting.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 9:18 a.m., the Board of Commissioners adjourned until 9:00 a.m., January 3, 2022.

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.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk to the Board.



DHHS - Social Services Low Income Household Water Assistance Program Budget Amendment

Description

This is to budget funds for the Low Income Household Water Assistance Program (LIHWAP) which is a temporary program that provides funds to assist low-income households with water and wastewater bills. These funds can be spent through September 2023. The funds are 100% federal and there is no effect on county dollars.

Board Action Requested

Approve Budget Amendment

Item Presenter

n/a

DARE COUNTY

BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department: Revenues:					
St & Fed Aid - Admin	103026	423001		36,515	

Expenditures:

Low Income Water Asst. Program	104611	580202		36,515	
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Explanation:

This is to budget funds for the Low Income Household Water Assistance Program (LIHWAP) which is a temporary program that provides funds to assist low-income households with water and wastewater bills. Funds can be spent through September 2023. The funds are 100% federal and there is no effect on county dollars.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



DIVISION OF SOCIAL SERVICES

Low-Income Home Energy Assistance CAA (LIHWAP)

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds

EFFECTIVE DATE: 12/01/2021

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS

FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	286,479.00	286,479.00	0.00	0.00	286,479.00	286,479.00
02	ALEXANDER	50,101.00	50,101.00	0.00	0.00	50,101.00	50,101.00
03	ALLEGHANY	21,017.00	21,017.00	0.00	0.00	21,017.00	21,017.00
04	ANSON	69,137.00	69,137.00	0.00	0.00	69,137.00	69,137.00
05	ASHE	47,971.00	47,971.00	0.00	0.00	47,971.00	47,971.00
06	AVERY	26,381.00	26,381.00	0.00	0.00	26,381.00	26,381.00
07	BEAUFORT	107,626.00	107,626.00	0.00	0.00	107,626.00	107,626.00
08	BERTIE	58,711.00	58,711.00	0.00	0.00	58,711.00	58,711.00
09	BLADEN	89,697.00	89,697.00	0.00	0.00	89,697.00	89,697.00
10	BRUNSWICK	177,276.00	177,276.00	0.00	0.00	177,276.00	177,276.00
11	BUNCOMBE	382,181.00	382,181.00	0.00	0.00	382,181.00	382,181.00
12	BURKE	170,261.00	170,261.00	0.00	0.00	170,261.00	170,261.00
13	CABARRUS	226,472.00	226,472.00	0.00	0.00	226,472.00	226,472.00
14	CALDWELL	135,683.00	135,683.00	0.00	0.00	135,683.00	135,683.00
15	CAMDEN	9,691.00	9,691.00	0.00	0.00	9,691.00	9,691.00
16	CARTERET	87,687.00	87,687.00	0.00	0.00	87,687.00	87,687.00
17	CASWELL	48,493.00	48,493.00	0.00	0.00	48,493.00	48,493.00
18	CATAWBA	251,127.00	251,127.00	0.00	0.00	251,127.00	251,127.00
19	CHATHAM	68,759.00	68,759.00	0.00	0.00	68,759.00	68,759.00
20	CHEROKEE	57,820.00	57,820.00	0.00	0.00	57,820.00	57,820.00
21	CHOWAN	33,986.00	33,986.00	0.00	0.00	33,986.00	33,986.00
22	CLAY	19,449.00	19,449.00	0.00	0.00	19,449.00	19,449.00
23	CLEVELAND	242,296.00	242,296.00	0.00	0.00	242,296.00	242,296.00
24	COLUMBUS	144,101.00	144,101.00	0.00	0.00	144,101.00	144,101.00
25	CRAVEN	161,145.00	161,145.00	0.00	0.00	161,145.00	161,145.00
26	CUMBERLAND	762,767.00	762,767.00	0.00	0.00	762,767.00	762,767.00
27	CURRITUCK	25,328.00	25,328.00	0.00	0.00	25,328.00	25,328.00
28	DARE	36,515.00	36,515.00	0.00	0.00	36,515.00	36,515.00
29	DAVIDSON	302,036.00	302,036.00	0.00	0.00	302,036.00	302,036.00
30	DAVIE	54,478.00	54,478.00	0.00	0.00	54,478.00	54,478.00
31	DUPLIN	111,679.00	111,679.00	0.00	0.00	111,679.00	111,679.00
32	DURHAM	489,912.00	489,912.00	0.00	0.00	489,912.00	489,912.00
33	EDGECOMBE	160,371.00	160,371.00	0.00	0.00	160,371.00	160,371.00
34	FORSYTH	659,455.00	659,455.00	0.00	0.00	659,455.00	659,455.00
35	FRANKLIN	100,428.00	100,428.00	0.00	0.00	100,428.00	100,428.00
36	GASTON	373,124.00	373,124.00	0.00	0.00	373,124.00	373,124.00
37	GATES	20,360.00	20,360.00	0.00	0.00	20,360.00	20,360.00
38	GRAHAM	16,661.00	16,661.00	0.00	0.00	16,661.00	16,661.00
39	GRANVILLE	95,366.00	95,366.00	0.00	0.00	95,366.00	95,366.00
40	GREENE	47,103.00	47,103.00	0.00	0.00	47,103.00	47,103.00
41	GUILFORD	1,018,111.00	1,018,111.00	0.00	0.00	1,018,111.00	1,018,111.00
42	HALIFAX	166,344.00	166,344.00	0.00	0.00	166,344.00	166,344.00
43	HARNETT	230,554.00	230,554.00	0.00	0.00	230,554.00	230,554.00
44	HAYWOOD	90,749.00	90,749.00	0.00	0.00	90,749.00	90,749.00
45	HENDERSON	134,564.00	134,564.00	0.00	0.00	134,564.00	134,564.00
46	HERTFORD	68,699.00	68,699.00	0.00	0.00	68,699.00	68,699.00
47	HOKE	111,194.00	111,194.00	0.00	0.00	111,194.00	111,194.00

Low-Income Home Energy Assistance (LIEAP)

AUTHORIZATION NUMBER: 1

	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
48	HYDE	11,510.00	11,510.00	0.00	0.00	11,510.00	11,510.00
49	IREDELL	163,621.00	163,621.00	0.00	0.00	163,621.00	163,621.00
50	JACKSON	72,197.00	72,197.00	0.00	0.00	72,197.00	72,197.00
51	JOHNSTON	303,052.00	303,052.00	0.00	0.00	303,052.00	303,052.00
52	JONES	23,449.00	23,449.00	0.00	0.00	23,449.00	23,449.00
53	LBE	105,704.00	105,704.00	0.00	0.00	105,704.00	105,704.00
54	LENOIR	162,836.00	162,836.00	0.00	0.00	162,836.00	162,836.00
55	LINCOLN	104,643.00	104,643.00	0.00	0.00	104,643.00	104,643.00
56	MACON	56,936.00	56,936.00	0.00	0.00	56,936.00	56,936.00
57	MADISON	36,424.00	36,424.00	0.00	0.00	36,424.00	36,424.00
58	MARTIN	59,117.00	59,117.00	0.00	0.00	59,117.00	59,117.00
59	MCDOWELL	85,847.00	85,847.00	0.00	0.00	85,847.00	85,847.00
60	MECKLENBURG	1,393,694.00	1,393,694.00	0.00	0.00	1,393,694.00	1,393,694.00
61	MITCHELL	27,381.00	27,381.00	0.00	0.00	27,381.00	27,381.00
62	MONTGOMERY	48,991.00	48,991.00	0.00	0.00	48,991.00	48,991.00
63	MOORE	127,851.00	127,851.00	0.00	0.00	127,851.00	127,851.00
64	NASH	189,439.00	189,439.00	0.00	0.00	189,439.00	189,439.00
65	NEW HANOVER	335,710.00	335,710.00	0.00	0.00	335,710.00	335,710.00
66	NORTHAMPTON	57,975.00	57,975.00	0.00	0.00	57,975.00	57,975.00
67	ONSLow	251,396.00	251,396.00	0.00	0.00	251,396.00	251,396.00
68	ORANGE	175,775.00	175,775.00	0.00	0.00	175,775.00	175,775.00
69	PAMLICO	22,353.00	22,353.00	0.00	0.00	22,353.00	22,353.00
70	PASQUOTANK	79,256.00	79,256.00	0.00	0.00	79,256.00	79,256.00
71	PENDER	83,993.00	83,993.00	0.00	0.00	83,993.00	83,993.00
72	PERQUIMANS	25,645.00	25,645.00	0.00	0.00	25,645.00	25,645.00
73	PERSON	78,165.00	78,165.00	0.00	0.00	78,165.00	78,165.00
74	PITT	391,377.00	391,377.00	0.00	0.00	391,377.00	391,377.00
75	POLK	27,270.00	27,270.00	0.00	0.00	27,270.00	27,270.00
76	RANDOLPH	241,970.00	241,970.00	0.00	0.00	241,970.00	241,970.00
77	RICHMOND	151,560.00	151,560.00	0.00	0.00	151,560.00	151,560.00
78	ROBESON	480,654.00	480,654.00	0.00	0.00	480,654.00	480,654.00
79	ROCKINGHAM	196,806.00	196,806.00	0.00	0.00	196,806.00	196,806.00
80	ROWAN	239,271.00	239,271.00	0.00	0.00	239,271.00	239,271.00
81	RUTHERFORD	144,169.00	144,169.00	0.00	0.00	144,169.00	144,169.00
82	SAMPSON	133,882.00	133,882.00	0.00	0.00	133,882.00	133,882.00
83	SCOTLAND	117,566.00	117,566.00	0.00	0.00	117,566.00	117,566.00
84	STANLY	87,629.00	87,629.00	0.00	0.00	87,629.00	87,629.00
85	STOKES	68,850.00	68,850.00	0.00	0.00	68,850.00	68,850.00
86	SURRY	141,248.00	141,248.00	0.00	0.00	141,248.00	141,248.00
87	SWAIN	25,020.00	25,020.00	0.00	0.00	25,020.00	25,020.00
88	TRANSYLVANIA	49,000.00	49,000.00	0.00	0.00	49,000.00	49,000.00
89	TYRRELL	10,174.00	10,174.00	0.00	0.00	10,174.00	10,174.00
90	UNION	209,245.00	209,245.00	0.00	0.00	209,245.00	209,245.00
91	VANCE	128,442.00	128,442.00	0.00	0.00	128,442.00	128,442.00
92	WAKE	956,382.00	956,382.00	0.00	0.00	956,382.00	956,382.00
93	WARREN	52,423.00	52,423.00	0.00	0.00	52,423.00	52,423.00
94	WASHINGTON	34,270.00	34,270.00	0.00	0.00	34,270.00	34,270.00
95	WATAUGA	81,799.00	81,799.00	0.00	0.00	81,799.00	81,799.00
96	WAYNE	273,281.00	273,281.00	0.00	0.00	273,281.00	273,281.00
97	WILKES	130,068.00	130,068.00	0.00	0.00	130,068.00	130,068.00
98	WILSON	203,026.00	203,026.00	0.00	0.00	203,026.00	203,026.00
99	YADKIN	57,149.00	57,149.00	0.00	0.00	57,149.00	57,149.00
100	YANCEY	33,692.00	33,692.00	0.00	0.00	33,692.00	33,692.00
	Total	\$ 16,798,528.00	\$ 16,798,528.00	\$ -	\$ -	\$ 16,798,528.00	\$ 16,798,528.00

Low-Income Home Energy Assistance (LIEAP) AUTHORIZATION NUMBER: 1

FUNDING SOURCE: Low Income Home Energy Assistance Funds Block CAA (LIHWAP)

CFDA Number: 93.568

CFDA Name: Low-Income Home Energy Assistance

Award Name: Low-Income Home Energy Assistance

Award Number: 2101NCLWC5

Award Date: FFY 2021

Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

These funds cannot be spent until after December 1, 2021.

XS411 Heading: LIHWAP CAA

Tracked on XS411: Federal Share 100%

**OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO
LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS**

**THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GENERAL ASSEMBLY.
THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.**

AUTHORIZED SIGNATURE



DATE:

November 23, 2021



Dare County Fire Extinguisher Service Contract

Description

On November 19th, 2021, Dare County received two proposals submitted from Outer Banks Fire and BLH, inc for the servicing of County owned fire extinguishers. BLH, inc was identified as the low bidder with a proposal amount of \$4,940.00. This contract will run for three (3) consecutive years followed by two (2) one year optional renewal periods at both parties consent.

Board Action Requested

Approve BLH, inc as the lowest responsive responsible bidder and authorize the County Manager to execute the proposal.

Item Presenter

Dustin Peele - Project and Procurement Manager



Date of Proposal: November 19, 2021

Proposal Submitted To:

Dare County, North Carolina
954 Marshall C. Collins Drive
Post Office Box 1000
Manteo, North Carolina 27954
Telephone Number: (252) 475-5000

Job Location: Various facilities, vehicles, and Dare County, North Carolina owned equipment.

Job Name: Annual Fire Extinguisher Services.

We hereby submit specifications and estimates for Annual Fire Extinguisher Services to Dare County, North Carolina as follows:

1. Annual Inspection of portable extinguishers: \$5.00
2. Semi-Annual Hood Inspection (every 6 months): \$95.00
3. 2.5#ABC New Fire Extinguisher: \$40.00
4. 5#ABC New Fire Extinguisher: \$58.00
5. 10#ABC New Fire Extinguisher: \$80.00
6. 20#ABC New Fire Extinguisher: \$140.00
7. ABC Chemical Per Pound: \$5.00
8. Six (6) Year Test: \$15.00
9. Twelve (12) Year Service: \$25.00
10. Recharge: \$25.00

11. Pins: \$2.00

We propose to furnish labor and materials in accordance with the above specifications. A minimum fee of \$50 for each service is required. Parts will be 25% off list price. The prices above **do not** include taxes, additional parts, or services that may be required.


Payments are to be made to BLH OBX, Inc. within thirty (30) days from receipt of invoice.

The term of this contract shall run for three (3) years from the date of signed contract, plus two (2) additional one (1) year optional renewal periods for a total of five (5) years with both parties' approval after the initial three (3) year term. The pricing of this contract shall remain throughout the term of the contract.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration from the above specifications, including, but not limited to, extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Owner will carry insurance as required by Dare County, North Carolina and maintain Workman's Compensation Insurance for all employees.

This contract is authorized by Beaman L. Hines, President of BLH OBX, Inc.


Beaman L. Hines, President

ACCEPTANCE OF PROPOSAL:

The above prices, specifications, and conditions are satisfactory and are hereby accepted. BLH OBX, Inc. is authorized to perform the work as specified above. Dare County, North Carolina hereby agrees to the payment schedule as outlined above.

Date of Acceptance: _____

Name: _____

Title: _____

Signature: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. 12/6/2021

Sally Detosse

Dare County is seeking a qualified firm to provide an annual fire extinguisher inspection service for all portable fire extinguishers located in County facilities, County owned vehicles, and County owned equipment. A spreadsheet showing all known locations and quantities is available at the Dare County website www.darenc.com/departments/finance/purchasing/current-bids-rfp-s-and-rfq-s or by contacting dustin.peelee@darenc.com or Matt.dobrosky@darenc.com. Bids will be due back on Friday, November 19th at 3PM. For more information about this project, please see the Dare County website previously mentioned. Dare County reserves the right to reject any and all repos based on North Carolina General Statues. Any bid received at the deadline will not be considered. It is the sole responsibility of bidders to ensure the receipt of all bid packages.

Fire Extinguisher Bid Requirements

Pricing should be all inclusive of tags, pins, travel, discounts etc. to provide the annual fire extinguisher inspection service. It is understood that the 6- and 12-year services, and re-charges may be an additional cost. The County would also like pricing, if available, for kitchen hood inspections and cleanings. The vendor must leave a loaner extinguisher when extinguishers are pulled for servicing (ie., 6 year inspection) and until serviced extinguisher is returned. The vendor must also keep an inventory, by location, of the number and types of extinguishers serviced for sharing with Dare County. The number of extinguishers may change over time based on location. Vendors shall also complete the annual inspections during the 1st quarter of the calendar year (January through March). Contract award will be based on the Base Bid Total cost of ABC type Fire Extinguishers, CO2 units, and K-Class units. Pricing for "Additional Costs" may also be considered. Vehicles are to be inspected at their current location or a predetermined location.

Term

The term of this contract shall run for three (3) years from date of signed contract, plus two (2) additional one (1) year optional renewal periods for a total of five (5) years with both partiers' approval after the initial three (3) year term. Pricing shall remain throughout the term of the contract.

Insurance Requirements

Company, at its own expense, shall carry the following minimum insurance coverages in a reliable insurance company acceptable to the County and authorized to do business in North Carolina:

- Comprehensive General Liability Insurance, with a combined single limit of \$1,000,000.
- Automobile Liability Insurance covering owned, hired and non-owned vehicles with a combined single limit of \$1,000,000.
- Workers Compensation and Occupation Disease Insurance in accordance with the North Carolina Statutory requirements.

Additional Requirements

All service must meet the appropriate NFPA and North Carolina Fire Code requirements. *Contractor must provide proof of current training issued by the manufacturer or other nationally recognized organization meeting NFPA 10, NFPA 17, NFPA 17A, and NFPA 96 requirements. Documentation must be satisfactory to the Dare County Fire Marshal.*

Failure to use the provided bid sheet may result in vendor being non-responsive.

Total cost shall equal the estimated quantity multiplied by the unit cost.

Bid Sheet

<u>ABC Fire Extinguishers Size</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
2.5lb unit	37	<u>\$5.00</u>	<u>\$185.00</u>
5.0lb unit	461	<u>\$5.00</u>	<u>\$2305.00</u>
10.0lb unit	429	<u>\$5.00</u>	<u>\$2145.00</u>
20.0lb unit	31	<u>\$5.00</u>	<u>\$155.00</u>
50.0lb Wheel	1	<u>\$20.00</u>	<u>\$20.00</u>

<u>Other Fire Extinguishers</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
CO2 - 5.0lb unit	5	<u>\$15.00</u>	<u>\$75.00</u>
CO2 - 10.0lb unit	3	<u>\$15.00</u>	<u>\$45.00</u>
K-Class – 2.5 gallon	2	<u>\$5.00</u>	<u>\$10.00</u>

*Base Bid Total Cost (sum of all costs for the inspection of all fire extinguishers listed above)

\$4940.00



Budget Amendment and Change to Capital Project Ordinance for Cooperative Extension

Description

There has been a cost increase of \$23,750 to the original quote for the doors and windows project at the Cooperative Extension due to materials cost increase. The attached budget amendment, and the attached change to the Capital Project Ordinance reflects that \$12,276 of this increase will come from balance of the finished Fessenden Center project, and \$11,474 will come from contingency.

Board Action Requested

Approve and sign both the Budget Amendment and the Change to the Capital Project Ordinance

Item Presenter

Shanna Fullmer

DARE COUNTY

BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Capital Investment Fund					

Revenues:

Expenditures:

Contingency	114490	550000			\$11,474
Transfer to Capital Projects Fund	114925	596100	\$11,474		

Explanation:

Additional funds/budget for Cooperative Extension Building renovations.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

County of Dare, North Carolina
Capital Project Ordinance
for
Approved FY 2022 CIP Projects

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, originally adopted on 6/7/2021, is hereby amended:

Section 1 This ordinance is to amend the budget for the approved FY 2022 CIP projects per the Capital Investment Model.

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

Section 3 The following amounts are changed as indicated for the projects:

Building Improvements Cooperative Ext	615575-737006-71022	\$23,750 increase
Building Improvements Fessenden Cntr	615640-737006-71022	\$12,276 decrease

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

Transfer from Capital Investment Fund 2022	613090-491100-71022	\$11,474 increase
--	---------------------	-------------------

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

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

Adopted this 3rd day of January, 2022

Chairman, Board of Commissioners

[SEAL]

Cheryl Anby, Clerk to the Board of Commissioners



Budget Amendment for Oil Spill Exercise Grant

Description

We have received a 100% reimbursable grant from North Carolina Emergency Management to hold a regional oil spill tabletop exercise. The exercise is planned for February 2, 2022 at the EOC. The budget amendment is needed to add the grant funds to the emergency management budget.

Board Action Requested

Approval

Item Presenter

Drew Pearson

DARE COUNTY

BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Emergency Management</u>					
<u>Revenues:</u>					
Oil Spill Exercise	103542	422220	00411	7,500	
<u>Expenditures:</u>					
Oil Spill Exercise	104542	525800	00411		7,500

Explanation:

Submitted to account for Oil Spill Exercise grant recieved from NCEM. Table Top Execsie is planned for February 2, 2022.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

**NC Tier II Grant
Fiscal Year 2021**

Grant#: T2-2021

SUBAWARD NOTIFICATION

Drew Pearson
Dare County
954 Marshal C Collins Drive
Manteo , NC 27954

Period of Performance: January 1, 2021 to February 28, 2022
Project Title: Oil Spill Exercise
Total Amount of Award: \$7,500.00
MOA #: 2171003

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2021 NC Tier II Grant has been approved for funding. In accordance with the provisions of FY 2021 NC Tier II Competitive award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

NC Tier II Competitive Grant Fiscal Year 2021

Memorandum of Agreement (MOA)

between

Grantor:

State of North Carolina
Department of Public Safety
Emergency Management

MOA #: 2171003

DPS fund code:

Recipient:

Dare County
Tax ID/EIN #: 56-6000293-A
Duns #: 082358631

Award amount: \$7,500.00

Period of performance: January 1, 2021 to February 28, 2022

1. Purpose

This grant award supports the hazardous material preparedness activities of Local Emergency Planning Committees (LEPCs) as defined in the Emergency Planning and Community Right-to-Know Act (EPCRA). These funds are to be used by your county's or region's LEPC for hazardous materials emergency response planning, training, and related exercises. See Attachment 1 for application with detailed scope of work.

2. Authority

In accordance with the provisions of N.C.G.S. §166A-29.1, North Carolina Emergency Management hereby awards to the foregoing Recipient a grant in the amount shown above.

3. Compensation

The Grantor agrees that it will pay the Recipient complete and total compensation for the services to be rendered by the Recipient. Payment to the Recipient for expenditures under this Agreement will be reimbursed after the Recipient's cost report, detailed invoices, and proof of payment are submitted and approved for eligible expenses. These documents must be submitted no later than March 31, 2021. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the award date. The grant shall be effective upon return of the executed Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget.

4. Conditions

The funds awarded under this grant must only be used by your county's or region's LEPC for the purposes of hazardous materials emergency response planning, training and exercises, as mandated in N.C.G.S. § 166A-29.1. Furthermore, the use of these funds must meet one or more of the follow criteria:

- A. Support costs incurred facilitating LEPC meetings (e.g. printing, general office supplies, food and non-alcoholic beverages)
- B. Support regional LEPC meetings and collaboration
- C. Enhance LEPC outreach efforts or produce promotional materials
- D. Host or support local and regional LEPC conferences

- E. Create or update hazardous material emergency response plans
- F. Support local or regional hazardous materials response exercises
- G. Support purchases of equipment necessary to support the LEPC and its mission

Purchases of equipment must be pre-approved in writing by the NCEM Hazardous Materials Group

- H. Under no circumstances are the following items eligible for funding under this grant:
 - Salaries or benefits for any employee
 - Drone aircraft or unmanned aerial vehicles
 - Support for programs not focused on hazardous materials preparedness

5. Regulation

The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§ 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this payment, the Recipient agrees to use these funds in a manner consistent with state and federal laws and regulations.

6. Taxes

Recipient shall be responsible for all taxes.

7. Warranty

As an independent recipient, the Recipient will hold the Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

8. Points of contact

To provide consistent and effective communication between the Grantor and Recipient, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be Assistant State Hazardous Materials Manager, Grants Management Branch staff, and NCEM Field Branch staff. The Recipient's point of contact shall be the person designated by the Recipient.

9. Public record access

This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

10. Situs

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

11. Antitrust laws

This Agreement is entered into in compliance with all State and Federal antitrust laws.

12. Other provisions/severability

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term

of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

13. Compliance

Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.

14. Entire agreement

This agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

15. Modification

This agreement may be amended only by written amendments duly executed by the Grantor and the Recipient.

16. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2022. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by NCEM Hazardous Materials Group and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable Grant Adjustment Notice. Failure to provide applicable cost reports, proof of payment and/or a deobligation request letter by March 31, 2022 will result in an automatic deobligation of grant funds.

17. Execution and effective date

This grant shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective January 1, 2021. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

18. Certification of eligibility - Under the Iran Divestment Act

Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, direct questions to (919) 814-3852.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of January 1, 2021.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

DARE COUNTY
954 MARSHAL C COLLINS DRIVE
MANTEO , NC 27954

Michael A. Sprayberry
MICHAEL A. SPRAYBERRY, EXECUTIVE
DIRECTOR & DEPUTY HOMELAND
SECURITY ADVISOR
NC EMERGENCY MANAGEMENT/
NC OFFICE OF RECOVERY & RESILIENCY

Robert Batten

APPROVED AS TO PROCEDURES

William Polk
WILLIAM POLK, DEPUTY GENERAL
COUNSEL REVIEWED FOR THE
DEPARTMENT OF PUBLIC SAFETY, BY
WILLIAM POLK, DPS DEPUTY GENERAL
COUNSEL, TO FULFILL THE PURPOSES OF
THE NORTH CAROLINA TIER II GRANT
PROGRAM

Tara Williams-Brown
TARA WILLIAMS-BROWN,
CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

Erik A. Hooks
ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY FOR THE 2021 TIER II GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs EXCEPT FOR THE TIER II GRANT.

Attachment 1

North Carolina Emergency Management

Preparedness Grants Application

Fiscal Year 2021

All fields are mandatory. Responses should be limited to the spaces allocated. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Grants selection	
<i>Select answer "Yes" or "No" for each grant.</i>	
Are you applying for:	
- Emergency Management Performance Grant (EMPG)?	YES
- Hazardous Materials Emergency Preparedness (HMEP)?	NO
- North Carolina Tier II Competitive?	YES
- North Carolina Tier II Noncompetitive?	YES

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant			
<i>This is the agency applying for grants.</i>			
Applying agency	DARE COUNTY		
Street address	954 MARSHAL C COLLINS DR		
City	MANTEO	ZIP + 4	27954
Email	drew.pearson@darenc.com		
EIN/Tax ID number	56-000292		
DUNS number	082358631		
SAM registered	YES	Expiration date	2/22/20
Your name	DREW PEARSON		
Are you authorized to apply for grants on behalf of the applying agency?			YES

Field help

Grants point of contact

Grants point of contact			
<i>This is the focal point for any ongoing communications regarding the grants. There is an opportunity to override this contact for any specific grant.</i>			
Name	DREW PEARSON		
Agency	DARE COUNTY EMERGENCY MANAGEMENT		
Title	DIRECTOR		
Phone (work)	252-475-5897	Phone (mobile)	252-216-6012
Street address	370 AIRPORT RD		
City	MANTEO	ZIP + 4	27954
Email	drew.pearson@darenc.com		

Field help

EM program manager

EM program manager <i>This is the local EM grants manager.</i>	
Name	DREW PEARSON
Email	drew.pearson@darenc.com

[Field help](#)

Grants MOA signatory

Grants MOA signatory <i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. There is an opportunity to override this contact for any specific grant.</i>			
Name	BOBBY OUTTEN		
Agency	DARE COUNTY		
Title	MANAGER / ATTORNEY		
Street address (not PO Box)	954 MARSHAL C COLLINS DR / PO BOX 1000		
City	MANTEO	ZIP + 4	27954
Email	outten@darenc.com		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

[Field help](#)

Projects

Enter requested project information for each grant checked under **Grants selection**.

EMPG

HMEP

North Carolina Tier II Competitive

Enter requested information in the sections listed below.

*Point of contact (Complete only if different from point of contact in **Contacts** section.)*

*MOA signatory (Complete only if different from MOA signatory in **Contacts** section.)*

Project information

General information		
<i>Enter information describing the project.</i>		
Title	Oil Spill Table Top Exercise.	
Description	Engage County, Town, and Federal partners in a simulated response to an oil spill scenario. This scenario has not been recently exercised and the threat could pose serious challenges to response efforts. An ineffective response would threaten public health, environmental quality, and economic activity. Exercise actions would focus on reviewing existing plans, identifying gaps through scenario based discussion, and making improvements to plans based on gaps exposed.	
Goal	Improve local response efforts	
Scope	Town, County, and Federal response partners, TTX.	
Request RRT participation	No	
Project timeline milestones		
<i>List the major project events and their completion dates.</i>		
Milestone		Completion Date
Prepare exercise plan	Award + 3 months	Prepare exercise plan
Develop notice of exercise	Award + 6 months	Develop notice of exercise
Conduct exercise	Award + 9 months	Conduct exercise
Complete AAR	Award + 12 months	Complete AAR
Click or tap here to enter text.		Click or tap to enter a date.
Click or tap here to enter text.		Click or tap to enter a date.
Click or tap here to enter text.		Click or tap to enter a date.
Click or tap here to enter text.		Click or tap to enter a date.

Field help

Budget

Costs		
<i>Enter a description and cost for each budget item.</i>		
Activity area	Description	Amount
Planning	Exercise design and facilitation.	7,500
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Total cost		7,500

Field help

Additional information (if needed)

North Carolina Tier II Noncompetitive

Enter requested information in the sections listed below.

*Point of contact (Complete only if different from point of contact in **Contacts** section.)*

Point of contact			
<i>Complete only if the point of contact for this project is different from the identified "Grants point of contact".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Phone (work)	Click or tap here to enter text.	Phone (mobile)	Click or tap here to enter text.
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

- Name** The name of the contact.
- Agency** The name of the agency of the contact.
- Title** The title within the agency of the contact.
- Phone, Street address, City, ZIP + 4, email** The phone, street address (not PO Box), city, nine-digit zip code, and email of the contact.

*MOA signatory (Complete only if different from MOA signatory in **Contacts** section.)*

MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO Box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

- Name** The individual who signs the memorandum of agreement on behalf of the applicant.
- Agency** The agency name of the signatory.
- Title** The title within the agency of the signatory.
- Street address, City, ZIP + 4, email** The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Project information

General information	
<i>Enter information describing the project.</i>	
Title	OBX Regional LEPC Support
Description	Funding will be used to support LEPC meetings and outreach efforts
Goal	Improve LEPC efforts in Dare and Currituck counties
Scope	Joint / Regional
Request RRT participation	Yes

Field help

- Title** The name of the project. The title can be a maximum of 30 characters.
- Description** A detailed description of the project:
 - Break down activities into clear actions.
 - Identify personnel providing services.
 - Identify measurable and tangible deliverables or results.

Also, include details of Regional Response Team (RRT) participation such as technical assistance, exercise participation, or pre-planning.
- Goal** How the project supports saving life and protecting property.
- Scope** A selection as to whether the project is joint or regional in nature.
- Request RRT participation** Request that the State Hazardous Materials Regional Response Team (RRT) participate in your project.

Budget

Costs		
<i>Enter a description and cost for each budget item.</i>		
Activity area	Description	Amount
Planning	LEPC Meeting	1000
Planning	LEPC Meeting	1000
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Total cost		2000

Field help

- Activity area** A selection of either Planning, Organization, Equipment, Training, or Exercise.
- Description** A description of the cost item.
- Amount** The cost of the item.
- Total cost** The total of the costs.

Additional information (if needed)

Add any information not accommodated by the application form here.

Project information

Enter additional project information in the space below.

Certification

Certification

Review each certification item and check where appropriate.

I certify that:

- This application includes complete and accurate information.
- No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
- In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant.
- Submission of the project proposal does not guarantee funding.
- Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (<https://www.fema.gov/authorized-equipment-list>).
- Any changes made to this grant application after the submission deadline must be approved by the NCEM Grants Branch Manager, and an updated application must be submitted.
- (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.



Budget Amendment: Dare MedFlight

Description

Budget amendments to cover Dare MedFlight's maintenance items

Board Action Requested

Approve Budget Amendment

Item Presenter

Chief Jennie Collins



Fwd: DMF - Maintenance Costs

1 message

Carleen Darsee <carleen.darsee@darenc.com>

Wed, Dec 22, 2021 at 10:22 AM

On Mon, Dec 20, 2021 at 2:11 PM Jennie Collins <jennie.collins@darenc.com> wrote:

David:

Attached is information regarding estimated maintenance items for DMF:

1. Airbus quote for 800 hr/3 yr inspection (**this is not a complete quote** as there are other inspections needed (7 yr supplementary items, Metro component inspections, SKYTRAC inspections, etc.) - Airbus is stating they cannot give us a complete quote until after the first of the year). This includes standard parts for the inspections (i.e. filters, o-rings, etc.) but does not include if items are found broken and need replacing. Airbus 800 hr/3 yr quote is \$138,717 (for ease - I am rounding to \$139K). **This will go up - I just don't know by how much to complete the inspections and if they find anything broken that is not under warranty.**

2. LOX (Liquid Oxygen conversion) - \$57K

3. Add rental aircraft into Traxxal (maintenance software/FAA requirement) is estimated to be \$6,100

4. Current maintenance costs (invoices not received yet) for parts that have been/will need to be replaced:

Landing Gear Damper: \$25,900

Pitch Trim Motor: \$11,135 (part exchange price)

MFD: \$37,700 (part exchange price)

AMC x2: \$139,600 (total for 2 - part exchange price)

Collective Trim Motor: \$12,400 (part exchange price)

Items

Item 1 - \$139,000 (currently)

Item 2 - \$57,000

Item 3 - \$6,100

Item 4 - \$226,735

Total - \$428,835

Off set from PO balances, maint budget and expected credits (\$92,400)

Grand Total - \$336,435

If you have any questions, please let me know.

Jennie

Chief Jennie L. Collins
Dare County EMS

DARE COUNTY

BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department: Capital Investment Fund					

Revenues:

Expenditures:

EMS Helicopter major maintenance reserve	114531	550014			\$250,000
EMS helo major maintenance	114535	537450	\$250,000		

Explanation:

Airbus 800 hour inspection & maintenance

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

DARE COUNTY

BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

Department:
General Fund - EMS and DMF

Revenues:

Expenditures:

EMS overtime	104531	500207		\$125,000
DMF - helo major maintenance	104535	511504	\$125,000	

Explanation:

EMS overtime is projected to be more than \$1 million under budget for FY2022. This amount, combined with the Capital Investment Fund amount, provides \$375,000 for the Airbus 800 hour inspection & maintenance (estimated need of \$336,435 plus ~10% contingency).

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

Description

The following Boards have appointments this month:

- 1) Stumpy Point Community Center Board
- 2) Planning Board
- 3) Upcoming Board Appointments

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Stumpy Point Community Center Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

January, 2022

Stumpy Point Community Center Board

(Three Year Term)

Sheila Golden has resigned after serving for many years

**Tammie Perry-Inscore has submitted the
attached application.**

**Stumpy Point Community Center Board
recommends her appointment**

No other applications have been received.

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 Stumpy Point Community building trustees

2nd choice _____

3rd choice _____

Name Tammie Perry - Inscore

Address 143 Bayview drive

City/State/Zip Stumpy Point NC 27978

Email Address tammie@obhotline.org

Telephone Home: 252-599-3613

Business: 252-261-8164

Resident of Dare County: yes no

Occupation: Gm Hotline PINK

Business Address: 4140 N Croatan Hwy Kitty Hawk

Educational background:
Business management

Business and civic experience and skills:
Business management 30+ years -

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
Naomi Midgett	owner	Stumpy Point	252-216-6838
Sheila Golden	Retired	Stumpy Point	252-475-0047
Teresa Hogarth	landlord	South Carolina	210-478-9367

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: 12/2/2021 Signature of applicant: Jamie Perry Ascore

FOR OFFICE USE ONLY:

Date received: _____

259 Bayview Dr
Stumpy Point, NC 27978

Dare County Board of Commissioners
Mr. Bobby Outten , County Manager
Members of the Trustees of the Stumpy Point Civic Center

December 4, 2021

To whom it may concern:

I have served as a Trustee for the Stumpy Point Civic center for many years. We have lots of new and younger blood moving into the village and we need to have them take over. So I am tendering my resignation effective December 1, 2021.

I would like to thank all of the boards past and present that have worked with us in maintaining the building and property . I would like it to be known that the efforts of the following people Stumpy Pointers have a better quality of life that a village this size would ever have had without their support. First and foremost was Sen. Marc Basnight and his staff in Raleigh, Terry Wheeler, past County manager, Bobby Owens and all of the past County Commissioners.

If I can be of any help in the future be sure to let me know but it is time to let the future leaders to take over .

Sincerely,

Sheila Golden

Sheila Golden
Chairperson, Board of Trustees for the Stumpy Point Community Center

STUMPY POINT COMMUNITY CENTER

(Three Year Term)

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

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Johnny Midgett 136 Bayview Dr. Stumpy Point, NC 27978 midgettoni@yahoo.com 252-473-5601 business	8-22	Apptd. 3/19 Reaptd 8/19
VACANT		
Sheila Golden, CH. (resigned 12/1/21)	8-22	Apptd. 10/09
Naomi Midgett 178 Bayview Dr. Stumpy Point, NC 27978 252-473-1641	8-22	Apptd. 10/00 Reaptd. 8/01, 04,07,10,13,16 19
Jeff Griffith 212 Bayview Dr. Stumpy Point, NC 27978 252-473-3390	8-22	Apptd. 10/00 Reaptd. 8/01, 04,07,10,13,16, 19

MEETING INFO: No set date, meet as needed

CONTACT INFO: Johnny Midgett

MEMBERS COMPENSATED: NO

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

Dick Best resigned 1988., Ginger Midgett and H.O. Golden were replaced 8/86.

Douglas Hooper was not reappointed 8/89, Calvin Gibbs replaced Ben Barbee 4/91.

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

Calvin Gibbs resigned, replaced by Jim Meekins, Sr.

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

Roger Best filled unexpired term of Roy Midgett and Jeff Griffith filled unexpired term of John Receveur 10/00.

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

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

Johnny Midgett filled unexpired term of Roger Best who passed away 3/19.
Sheila Golden, Jeff Griffith, Johnny Midgett and Naomi Midgett all reappointed 08/19.
David Midgett moved out of state leaving a vacancy 2021; Sheila Golden resigned (12/21)

REVISED 12/21



Planning Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

January, 2022

PLANNING BOARD

(Three Year Term)

**The terms of James “Buddy” Shelton and Terry Gore
expire in February.**

Both are recommended for reappointment.

Applications from:

Amanda Hooper, Edward J. O’Brien, Jr., William J. Overman, Jr.
and Colleen R. Shriver are attached.

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 Drive Manteo, NC 27954 473-4802 At Large	2-23	Apptd. 2-08 Reaptd.2-11,14,17,20
John Finelli, Ch. Box 555 Kitty Hawk, NC 27949 261-8786 At Large	2-24	Apptd. 3-03 Reaptd.2-06,09,12,15,18 21
Beth Midgett P.O. Box 250 Hatteras, NC 27943 986-2346 District 4	2-23	Apptd. 8-04 Reaptd.2-06, 08, 11, 14, 17, 20
Terry Gore 140 N. Fearing Place Manteo, NC 27954 347-6710 (H),449-0539 (O) At-large	2-22	Apptd. 2-16 Reaptd. 2-19
John DeBoy 303 Eagle Dr. Kill Devil Hills, NC 27948 207-8912(H), 480-9921(O) District 2	2-23	Apptd. 11-21
David Hines 306 First Flight Run Kitty Hawk, NC 27949 252-573-9547 david@coastalncobx.com District 3	2-24	Apptd. 3-19 Reaptd. 1/21

NOTES

MEETING DATE: 2ND Monday of each month
7:30 p.m., DCBOC 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, 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 DCBOC unanimously.

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

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

03/03 - John Finelli replaced Jon Britt.

04/03 - Ricky Scarborough, Jr. appointed to fill unexpired term of Mary Aldridge.

08/04 - Beth Midgett filled unexpired term of Jim Kinghorn.

02/05 - Robert Lewis replaced Marcia Parrott.

09/05 - Catherine Morris filled unexpired term of Robert Lewis.

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

02/08 - David Overton replaced John G.B. Myers.

02/08 - Henry Haywood replaced Catherine Morris.

08/12 - Michael Barr filled unexpired term of Henry Haywood.

02/15 - Charles B. Read, Jr. replaced Dan Oden, Jr.

02/16 - Terry Gore replaced Elmer Midgett.

02/16 - John Finelli was moved to the At Large seat and apptd. Chairman.

02/16 - Charles Read was moved to the District 3 seat.

06/16 - Jeff Landreth filled unexpired term of Ricky Scarborough, Jr.

02/19 – James R. “Buddy” Shelton replaced Jeff Landreth who did not want to be reappointed

03/19 – David Hines appointed to fill unexpired term of Charles B. Read. Jr.

01/21 – David Hines and John Finelli reappointed for another term.

09/21 - Michael Barr resigned

11/21 – John DeBoy appointed to fill unexpired term of Michael Barr

REVISED 11/21

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 Transportation Advisory Board

2nd choice Planning Board

3rd choice Tourism Board

Name Amanda Harper

Mailing Address 1202 9th Ave.

City/State/Zip KDH, NC 27948

Email Address manda.harper@icloud.com

Telephone Home: _____

Business: 202-9923

Resident of Dare County: yes no

Occupation: Self Employed Tax Specialist

Business Address: same

Educational background:

BSBA ECU

Business and civic experience and skills:

previous candidate County Commissioner, member of Working Watermen's & Parks and Rec, creator of Outer Banks Local Foods Council, PR chair Mommy & Me (2010) Co-Chair FFM's Boosters (current)

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

Parks & Rec

Working Waterman's

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>Karen Brown</u>	<u>Chamber</u>		<u>441-8144</u>
<u>Kathleen Brehaney</u>	<u>Full Potential Living</u>		<u>473-4004</u>
<u>Tim White</u>	<u>Public Service Director</u>		<u>475-5910</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: 11/10/2020 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11/10/2020

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Advisory Board or Committee interested in:

1st choice Fessenden Center Advisory Board

2nd choice Zoning Board of Adjustment

3rd choice PLANNING BOARD

Name Edward J. O'Brien Jr.

Address 41193 CARONADE CT., P.O. Box 805

City/State/Zip AVON, NC 27915

Email Address EDOBRIEN41193@GMAIL.COM

Telephone ^{cell} Home: (610) 842-9065

Business: _____

Resident of Dare County: yes no

Occupation: RETIRED

Business Address: _____

Educational background:
SOME COLLEGE

Business and civic experience and skills:
FORMER PUBLIC WORKS DIRECTOR
FORMER WASTEWATER TREATMENT PLANT SUPERINTENDENT

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
<u>ROMAN PRONEZAK, Whitpain Twp. Mgr., Whitpain, Pa.</u>			

others upon request

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: 5/18/21 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 5/18/21

APPLICATION FOR APPOINTMENT TO
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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 ~~fbarrbranch@earthlink.net~~

Telephone Home: 252-473-2126 wjack.overman@gmail.com

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
168

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 DAVISON</u>			
<u>DAY WHEELS</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 renewed via attached letter received 7/6/2020

Cheryl Aubry, Clerk.

William J "Jack" Overman, Jr
110 Puddle Lane
Manteo, NC 27954
473-2126
Wjack.Overman@gmail.com

Please list me as desiring to be appointed to the
1st Airport Authority
2nd Planning Board



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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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: _____

Business: 252-305-4585

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: [Signature]

FOR OFFICE USE ONLY:

Date received: 1-11-19

APPLICATION FOR APPOINTMENT TO
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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

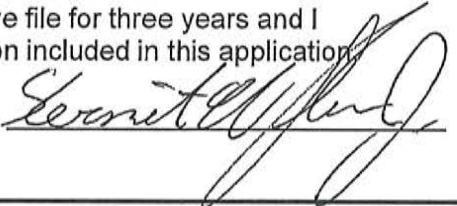
List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

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



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 with terms expiring during the next three months.

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

In addition, please note there are several boards with vacancies – please check the website.

February, 2022

Planning Board --2 terms expiring

March, 2022

Parks and Recreation Advisory Council --1 term expiring

Working Watermen Commission --1 term expiring

April, 2022

Airport Authority -- 1 term expiring

Manns Harbor Marina Commission -- 3 terms expiring

~~~~~Instructions for Obtaining and Submitting Applications~~~~~

An application must be submitted in order for your name to be considered for a Board or Committee appointment. The form is available on the Dare County website (Please see Board of Commissioners under Advisory Boards and Committees for link)

Cheryl C. Anby, Clerk to the Board at 475-5700



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