



**COUNTY OF DARE**  
PO Box 1000. MANTEO. NC 27954

**DARE COUNTY BOARD OF COMMISSIONERS**

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

**Tuesday, January 18, 2022**

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

**AGENDA**

- 5:00 PM      CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1      Opening Remarks - Chairman's Update**
- ITEM 2      Public Comments**
- ITEM 3      Public Hearing - Julia Taft Buxton Zoning Map Amendment**
- ITEM 4      Public Hearing - Series 2022A & B Limited Obligation Bonds –  
Contract Amendment for Avon & Buxton Beach Nourishment**
- ITEM 5      Amendment to Capital Project Ordinance for Avon & Buxton Beach Nourishment Project**
- ITEM 6      Dare County Avon/Buxton Beach Nourishment - CSE Contract Amendments**
- ITEM 7      Contract Amendment for Oakley Collier & Associates for EMS Stations**
- ITEM 8      Accessory Dwelling Units --Zoning Amendments**
- ITEM 9      Consent Agenda**
- 1. Approval of Minutes
  - 2. DHHS - Social Services Low Income Energy Assistance Program  
Budget Amendment
  - 3. More Beach to Love – Budget Amendment - Marketing
  - 4. Tax Collector's Report
- ITEM 10     Board Appointments**
- 1. Virginia Tillett Center Advisory Board
- ITEM 11     Commissioners' Business & Manager's/Attorney's Business**

***ADJOURN UNTIL 9:00 A.M. ON FEBRUARY 7, 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.



*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 -- Buxton Zoning Map Amendment for Julia Taft*

**Description**

Detailed staff report, statement of consistency/reasonableness, and other associated documents attached.

**Board Action Requested**

Conduct hearing and act on proposed zoning map amendment.

**Item Presenter**

Donna Creef, Planning Director

## BOARD OF COMMISSIONERS STAFF REPORT

ITEM: Public Hearing – Julia Taft Rezoning Application

DATE: January 18, 2022

FROM: Donna Creef, Planning Director

A public hearing on a zoning map amendment request (rezoning) is scheduled for 5:00 p.m. The applicant, Julia Taft, is requesting the zoning classification for 48651 NC 12 Hwy be changed from R-2A to R-3.

Section 22-86 of the Zoning Ordinance establishes procedures for zoning map amendments. A statement of consistency and a statement of reasonableness has to be issued by the Board. The statements can be combined, which has been the Board's standard practice.

### CONSISTENCY WITH COMPREHENSIVE PLAN

A review of the Dare County Land Use Plan found the following policy to be applicable:

#### 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.*

The property is classified as Community Residential on the 2009 future land use map. The narrative of the Community Residential indicates this classification is applied to all properties in Buxton that are zoned R-1, R-2A, and R-3. The Community Residential classification is used to identify areas developed with residential dwellings, small businesses, governmental services and educational services.

Based on a review of the applicable policy and the future land use map, it is my opinion that the zoning map amendment can be determined to be consistent with the Land Use Plan.

### REASONABLENESS OF REQUEST

Section 22-86 lists factors that may be considered while reviewing zoning amendments: the size, physical conditions and other attributes of any area proposed to be rezoned; the benefits and detriments to the landowners, the neighbors, and the surrounding community; the relationship between the current actual and permissible development and the development

permissible under the proposed amendment; why the action taken is in the public interest; and any changed conditions warranting the amendment.

Size, physical conditions and other attributes of the area

The Dare County tax records indicate the size of the subject parcel to be 35,500 square feet with an existing 4,652 square-foot building on the site. The building was used commercially for decades as a child care facility but has been closed for the past several months. The applicant is seeking the rezoning to enable the existing structure to be remodeled for housing units. The R-2A district does not permit multifamily structures. The R-3 district allows a density of ten units per acre. A 35,500 square-foot parcel could accommodate eight units under this density limit. The topography of the site is similar to other parcels in the vicinity. The property has approximately 154 feet of frontage along NC 12 Highway. The Cape Hatteras Secondary School is located on a 16-acre parcel across NC 12 from the site. Zoned R-2A. To the east and south of the parcel is a 8.6-acre tract with a dwelling of 1,819 square feet zoned R-2A. Two parcels are located to the west of the site. One parcel of 19,000 square feet with a dwelling of 1,232 square feet and a second parcel of 10,000 square feet with a dwelling of 1,052 square feet zoned R-2A. Approximately 174 feet west of the site, there are several parcels zoned C-3 commercial. A copy of the Buxton zoning map is included with this staff report.

Benefits and detriments to the landowners, the neighbors, and the surrounding community:

There is a structure on the site that has historically been used for commercial purposes. This property probably should have been assigned a commercial zoning class in 1993 when the original zoning map for Buxton village was adopted. I am not sure why it was not classified as commercial at that time. The lack of a commercial zoning designation for the site that has been used commercially in the past is a detriment to the current property owner, John Williams since it affects the marketability of the site. Mr. Williams has submitted a letter in support of the rezoning request. Rezoning to a commercial designation would not be prudent due to the residential nature of the adjacent parcels. The Planning Board received comments from one of the adjoining property owners expressing concern about the potential use of the site for multifamily housing. These concerns are based on problems they have experienced with their other neighbors. Multifamily housing is a residential use and considered a lower intensity use than a commercial child care facility. Under the R-2A zoning, the existing structure could be used as a duplex, fish house, or real estate office. The 8.6-acre parcel to the east/south of 48651 NC 12 could be used as a campground under the R-2A zoning. The benefits and detriments to the adjoining parcels are similar under either the R-2A the potential for commercial uses under the R-2A zoning as they would be if the property is zoned R-3. The use of the site for housing would be a benefit to the community by increasing the housing inventory and thus supporting the sustainability of the seven businesses owned by the applicant, Julia Taft

Relationship between the current actual and permissible development and the development permissible under the proposed amendment:

I have attached a matrix of the permitted and special uses of the R-2A and the R-3 zoning districts. The R-2A is considered an alternative district since it allows a handful of commercial uses. A review of the matrix indicates there are similar uses allowed in both of the districts. The R-3 differs with the inclusion of multifamily uses and the R-2A allows real estate offices, fish houses and campgrounds. The inclusion of these commercial uses in the R-2A district results in a comparable intensity of uses to that associated with multifamily structures, which are considered residential uses. When comparing the two districts, the disparity between the intensity of the uses is small.

Why the action taken is in the public interest:

The Board of Commissioners have been working diligently to address the availability and affordability of housing in Dare County through both direct financial involvement and indirect support with zoning amendments and site plan approvals. The rezoning is consistent with the goals of the Board of Commissioners. Any increase in housing units, even a modest increase, will have positive impacts on the community and the sustainability of our workforce and local economy.

Any changed conditions warranting the amendment: The popularity of rental marketing platforms, such as AirBNB and VRBO, have resulted in many housing units that were previously offered for year-round housing being offered as short-term rentals. The applicant has stated her intent to use the property for housing for her employees. The number of business owners and employers providing housing as terms of employment or for recruiting purposes has increased over the past several years. This is true for both public sector and private sector employers. The ability to provide housing for employees is directly linked to the ability of business owners to manage and grow their local businesses.

SUMMARY: Based on the review of these factors, it is my opinion that the zoning map amendment request is reasonable and in the public interest because of its potential for increased housing opportunities, which in turn affects the longevity of local businesses. The R-3 classification is in harmony with the surrounding zoning classifications of adjoining properties and in the vicinity of the site.

Following the close of the hearing, the Board will have completed all necessary steps to act on the request. A motion for approval is as follows:

To approve zoning map amendment: " I move that the zoning classification of 48651 NC 12 Hwy be changed to R-3 residential as recommended by the Planning Board. I find the map amendment to be consistent with the Dare County Land Use Plan and to be reasonable and in

the public interest of Dare County. The Statement of Consistency and Reasonableness attached to the staff report is adopted as part of this motion.”

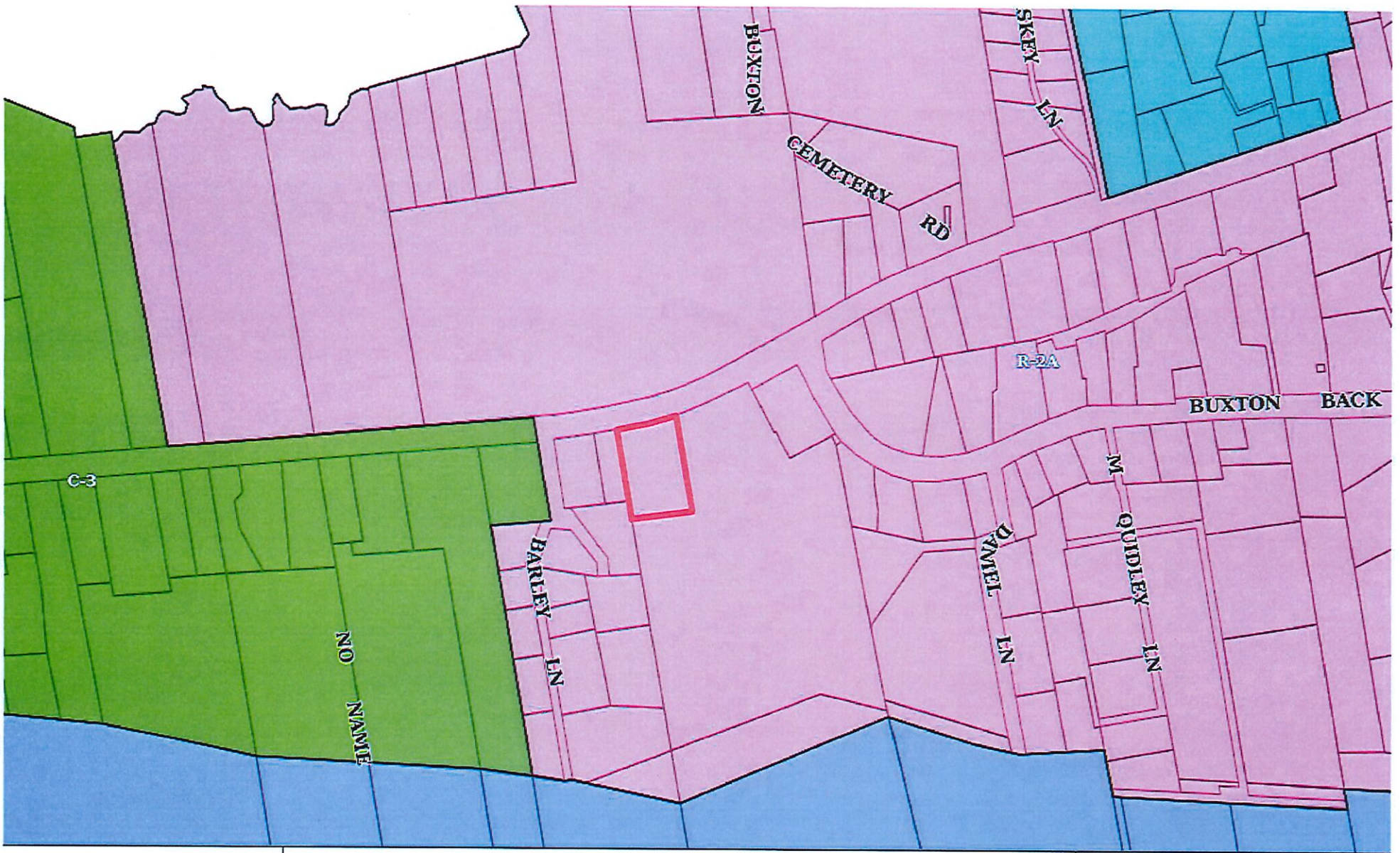
Should It be the consensus of the Board to not approve the zoning amendment, then no motion is needed..



<b>PERMITTED USES</b>	<b>R-2A</b>	<b>R-3</b>
Multi-family dwellings	NO	YES
Detached single family homes	YES	YES
Duplexes	YES	YES
Customary accessory buildings including pools	YES	YES
Private piers	NO	YES
Mobile Homes	YES	YES
County owned or leased facilities	YES	YES
Accessory dwelling unit	YES	YES
<b>SPECIAL USES</b>		
Churches and cemeteries	YES	YES
Temporary construction offices	NO	YES
Docks and marinas	NO	YES
Fire stations, schools and public buildings	YES	YES
Greenhouses or plant nurseries	NO	YES
Home occupations	YES	YES
Hospitals, medical clinics, and nursing homes	NO	YES
Mobile Home Parks	NO	YES
Private clubs including boat launching, golf courses, tennis courts, community centers, libraries, picnic areas, beach clubs	YES	YES
Public and private utility facilities	YES	YES
Public or private parks and playgrounds	YES	YES
Bed and breakfast homes	YES	NO
Campgrounds	YES	NO
Fish houses and dockage	YES	NO
Real estate offices	YES	NO
Resident business	YES	NO
Family child care	YES	YES
Child care facilities associated with a church	YES	YES
Educational housing projects	YES	YES
Special use subdivision	YES	YES

R2-A intent statement – The R-2A district is intended to encourage the development of moderate density residential neighborhoods, to serve as a transition zone between the low density area and more intensely developed areas, and provide a setting for a limited number of business uses associated with a coastal village location.

R-3 intent statement – The R-3 district is established as an area in which the principal use of the land is for single family and high density residential purposes, not to exceed ten dwelling units per acre.



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



## **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>

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**[dcplanningbd] Proposed reasoning of 48651 NC 12**

1 message

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Karen Wilson <karendwilson@hotmail.com>  
To: "dcplanningbd@darenc.com" <dcplanningbd@darenc.com>  
Cc: "wilson\_ralph@hotmail.com" <wilson\_ralph@hotmail.com>

Sun, Dec 12, 2021 at 8:22 PM

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

## STATEMENT OF CONSISTENCY AND REASONABLENESS

On Tuesday January 18, 2022, the Dare County Board of Commissioners considered zoning map amendment to the Buxton zoning map to reclassify parcel 016811000, street address 48651 NC 12 Hwy as R-3, residential. The parcel is classified R-2A, residential currently.

The Dare County Planning Board reviewed the proposed amendments on December 13, 2021 and voted to recommend favorable action on the amendment. The Planning Board found the proposed amendments to be consistent with the Dare County Land Use Plan.

Section 22-86 of the Dare County Zoning Ordinance requires the Board of Commissioners to approve a statement of consistency and reasonableness for any proposed zoning amendment.

### CONSISTENCY DETERMINATION

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

A review of the Dare County Land Use Plan found the following policies to be applicable to the zoning text amendment:

#### 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.*

The property is classified as Community Residential on the 2009 future land use map. The narrative of the Community Residential indicates this classification is applied to all properties in Buxton that are zoned R-1, R-2A and R-3. The Community Residential classification is used to identify areas developed with residential dwellings, small businesses, governmental services and educational services.

### REASONABLENESS DETERMINATION

The following factors were considered in the review of this zoning map amendment:

- Size, physical conditions and other attributes of any area proposed to be rezoned;
- Benefits and detriments to the landowners, the neighbors, and the surrounding community;
- Relationship between the current actual and permissible development and the development permissible under the proposed amendment;
- Why the action taken is in the public interest;
- Any changed conditions warranting the amendment.

After discussing the Planning Director's staff report, which addressed these factors individually, it was the determination of the Board of Commissioners that the zoning map amendment submitted by Julia Taft is reasonable in nature and in harmony with the overall development patterns of the community.


The proposed amendment will result in additional housing units to be used for workforce housing by employees of the applicant's local businesses. Development of housing has been identified by the Board of Commissioners as a high-level goal in 2018 and this rezoning application will further this goal with direct impacts in the community. The residential nature of the R-3 zoning district and the scope and intensity of uses are similar to the R-2A zoning classification that currently applies to the subject property. The reclassification of the site to R-3 is warranted due to the lack of housing for residents of the community and the need to increase the housing inventory in Buxton village.

Buxton – A large area of Buxton has been classified as Community Residential. The Community Residential designation has been applied to those lands zoned R-1, R-2A, and R-3 on the Buxton zoning map. The Community Residential areas of Buxton are a mixture of single family homes and mobile homes. Central water is available from Dare County and wastewater is addressed through the use of on-site individual septic systems. Development in these areas will follow the established mixed patterns of single family homes and mobile homes. Minimum lot size is 15,000 square feet for newly divided lots that are served by central water. For those areas designated Community Residential and zoned R-3 on the Dare County Zoning map, multifamily structures are permitted at a dwelling density of 6 units per acre.

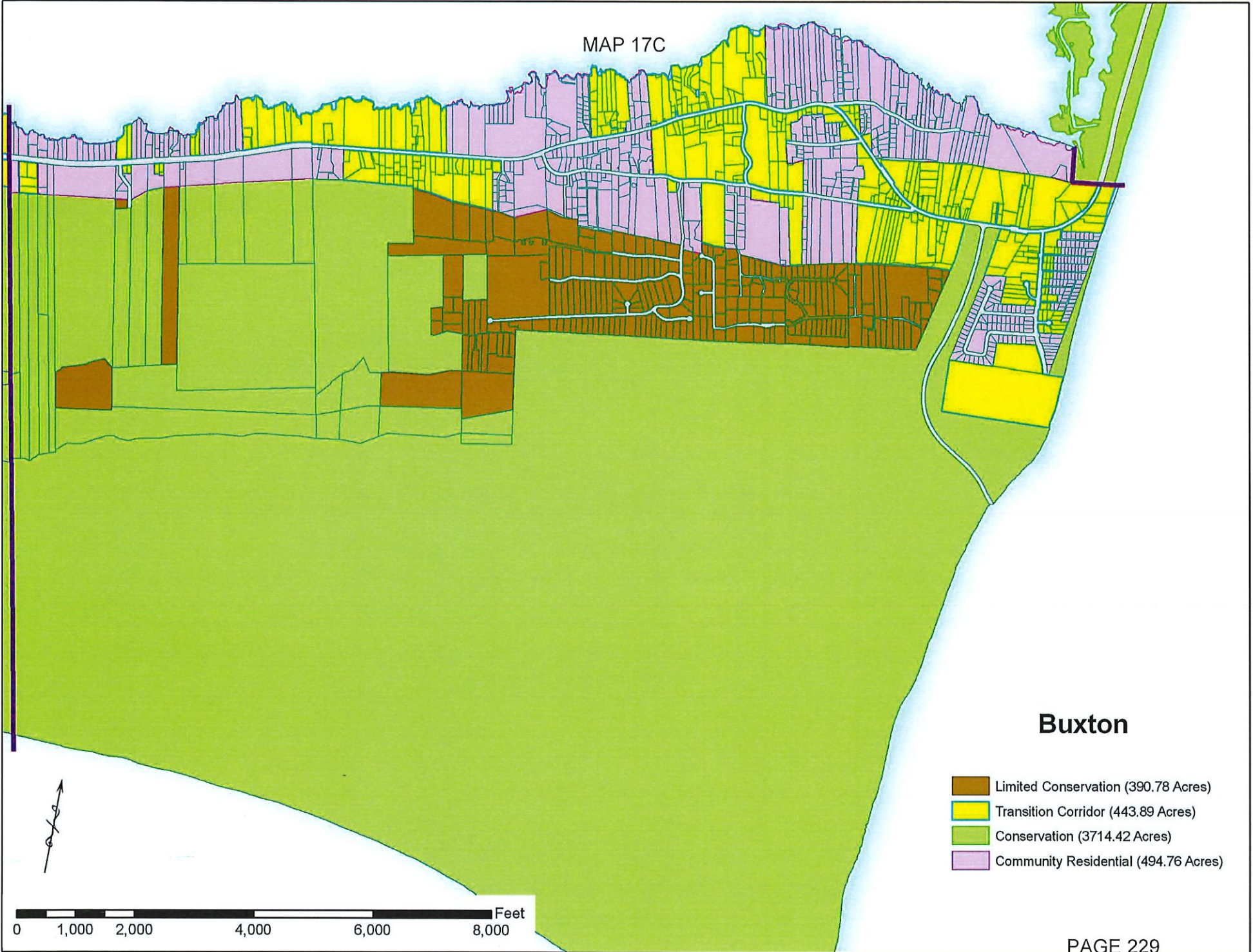
Frisco -- Some areas located in Frisco village have been designated Community Residential. Existing development in Frisco is influenced by the presence of the Buxton Woods maritime forest and its buffer area and the S-1 zoning district which permits all uses. The Community Residential designation has been applied to several existing platted subdivisions where private subdivision covenants restrict development to single family homes. Central water is available in Frisco from the Dare County water system. Minimum lot sizes are 20,000 square feet if served by private wells and 15,000 square feet for lots served by central water for a range of 2-2.8 units per acre depending on the connection to central water. Central wastewater is not available in Frisco and development relies on on-site individual wastewater systems for sewage treatment.

Hatteras – Those areas that are zoned R-2H in Hatteras village have been designated as Community Residential. This designation has been applied to reflect the existence of multifamily developments in the village and is consistent with the R-2H zoning which permits multifamily structures at a dwelling density of four units per acre.

### *Rural*

The Rural classification is to identify those areas that may be used for agriculture, forestry, mineral extraction, or other land uses that because of their potential impacts on surrounding land uses should be located in a remote setting. Individual private wells and on-site wastewater systems are used in this classification. Central water and centralized wastewater treatment are currently not provided in this classification. Newly platted lots are based on a minimum square footage of 20,000 square feet or two units per acre. A central water supply to ensure a safe drinking water source would be appropriate. This classification is depicted on the future land use map as blue hashed areas. 

For unincorporated Dare County, the rural classification has been applied to several tracts of land on the Mainland due to their remote location from surrounding neighborhoods or the existing land use. The Dare County landfill located on Highway 264 is included in the Rural classification.



### Buxton

- Limited Conservation (390.78 Acres)
- Transition Corridor (443.89 Acres)
- Conservation (3714.42 Acres)
- Community Residential (494.76 Acres)







***Public Hearing - Series 2022A & B Limited Obligation Bonds - Contract Amendment for Avon & Buxton Beach Nourishment***

**Description**

Conduct a Public Hearing per the following Notice, published on 1/5/2022.

**Board Action Requested**

Conduct Public Hearing.

**Item Presenter**

David Clawson, Finance Director

**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](mailto: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



*Amendment to 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: Amendment to Capital Project Ordinance for Avon & Buxton Beach Nourishment Project**

The Board is requested to amend the project budget for:

- To remove fees included in the original CSE contract for Buxton groin restoration which was not permissible;
- To add the CSE estimate for 5-year post construction monitoring and surveys (the Avon estimate was added on 1/3); and
- To add the CSE amounts for ecological monitoring for both Avon and Buxton per the NPS permit conditions (the CSE contract amendments will follow).

The first following page is the updated project cost at a total project of \$29,837,636 with Series A debt of \$22,138,293 and Series B debt (FEMA) of \$6,356,736.

The second following page is the history of budget actions with the last column showing the current action. Note that this page shows \$215,000 of debt costs of issuance, increasing the grand total to \$30,052,636.

The final page is the amendment to the capital project ordinance.

**Board Action:** Adopt the amendment to the capital project ordinance.

Buxton and Avon Beach Nourishment  
 With FEMA Florence & Dorian Projects - FEMA Share Not Confirmed

1/5/2022

**Bid at Permitted 2,200,000 Cubic Yards**

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
	<b>GLDD Bid</b>					<b>25,870,000</b>
CSE permitting, design, CA, etc Buxton						2,282,159
CSE permitting, design, CA, etc Avon						1,611,358
		\$ / CY	\$	13.53	\$	29,763,517
Sand Fencing & Vegetation	Both					74,119
Total Project						<b>\$ 29,837,636</b>
		<u>CY</u>		<u>\$ / CY</u>		
FEMA & State Share Florence		303,732	\$	13.53	\$	4,109,151
FEMA & State Share Dorian		164,690	\$	13.53		2,228,070
Sand Fencing & Vegetation	Buxton					19,515
	<b>FEMA/State of NC Share</b>					<b>6,356,736</b>
Total Project						<b>\$ 29,837,636</b>
	FEMA/State		\$	6,356,736		
	NCDEQ Grant		\$	1,557,607		
	County		\$	21,923,293		
	Buxton		\$	18,106,674		
	Avon			11,730,962		
<i>Does not includee \$215,000 of debt costs of issuance.</i>						
		5 year debt	\$	22,138,293		
		2 year debt	\$	6,356,736		

**Coastal Science & Engineering (CSE)**

<b>Buxton CSE:</b>	
CSE Tasks 1-4 Engineering & Design	940,833
CSE Tasks 5-6 Construction Documents	100,680
CSE Tasks 7-8 Construction Administratic	350,606
CSE contingency	178,068
CSE original contract	1,570,187
CSE Post-Construction Surveys	566,972
CSE Task 9 ecological surveys NPS permit	145,000
CSE total	2,282,159

<b>Avon CSE:</b>	
CSE Tasks 1-4 Engineering & Design	558,247
CSE Tasks 5-6 Construction Documents	99,320
CSE Tasks 7-8 Construction Administratic	293,508
Contingency/expenses	33,283
CSE contract	984,358
CSE Post-Construction Surveys	482,000
CSE Task 9 ecological surveys NPS permit	145,000
	1,611,358

Dare County  
 Buxton Avon Beach Nourishment  
 Project & Debt Budget

	<u>Org</u>	<u>Object</u>	<u>Project</u>		<u>6/3/2019</u>	<u>1/19/2021</u>	<u>1/3/2022</u>	<u>1/18/2022</u>	<u>Totals</u>	<u>Total Debt</u>
Rev	613090	470200	98729	Debt proceeds S2022A	\$1,989,617	\$ 984,358	\$18,925,033	\$ 239,285	\$22,138,293	
Rev	613090	470200	98729	Debt proceeds S2022B			6,315,435	41,301	6,356,736	\$28,495,029
Rev	613090	427013	60329	NCDEQ grant			1,557,607		1,557,607	
				Totals	1,989,617	984,358	26,798,075	280,586	30,052,636	
Exp	615580	737105	60350 Avon	Permitting & design		984,358	482,000	145,000	1,611,358	
Exp	615580	737105	60329 Buxton	Permitting & design	1,989,617			292,542	2,282,159	
Exp	615580	737010	60350 Avon	Construction			10,065,000		10,065,000	
Exp	615580	737010	60329 Buxton	Construction			15,805,000		15,805,000	
Exp	615580	737016	60350 Avon	Sand fence & veg			159,700	(105,096)	54,604	
Exp	615580	737016	60329 Buxton	Sand fence & veg			71,375	(51,860)	19,515	
				Project totals	1,989,617	984,358	26,583,075	280,586	29,837,636	
Exp	615580	545300	98729	Debt costs of issuance			215,000		215,000	
				Totals	\$1,989,617	\$ 984,358	\$26,798,075	\$ 280,586	\$30,052,636	

**County of Dare, North Carolina  
Capital Project Ordinance**

**for  
Avon & Buxton 2022 Beach Nourishment Project and the Series 2022A & B LOBs**

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 and 1/3/2022, is hereby amended:

Section 1 The project is the 2022 Avon/Buxton beach nourishment project and this amendment is to adjust the project budget for final Coastal Science and Engineering costs based upon the conditions specified by the NPS and Army Corp permits, and for bid amounts for sand fencing and vegetation.

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&B Limited Obligation Bonds.

Section 3 The following appropriations are changed as indicated for the project:

Avon permitting, design, and CA	615580-737105-60350	\$145,000	increase
Buxton permitting, design, and CA	615580-737105-60329	\$292,542	increase
Buxton vegetative & sand fencing	615580-737016-60329	(\$51,860)	decrease
Avon vegetative & sand fencing	615580-737016-60350	(\$105,096)	decrease

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

Debt proceeds-S2022A LOBs	613090-470200-98729	\$239,285	increase
Debt proceeds-S2022B LOBs	613090-470200-98729	\$41,301	increase

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 18<sup>th</sup> day of January 2022.

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

[SEAL]

\_\_\_\_\_  
Clerk to the Board of Commissioners



*Dare County Avon/Buxton Beach Nourishment - CSE Contract Amendments*

**Description**

Coastal Science and Engineering (CSE) have submitted two (2) contract amendments for the Avon and Buxton Beach Nourishment projects.

Buxton Project - Amendment #3 is for (5) years of post-project monitoring as required under the CAMA Major Permit, the National Park (NPS) Special Use Permit, and the United States Army Corps. of Engineers (USACE) Permit. The cost increase for Amendment #3 is \$711,972.00.

Avon Project - Amendment #1 is identical to Amendment #3 as described above. The cost increase for Amendment #1 is \$627,000.

**Board Action Requested**

Approve Amendment #3 and Amendment #1 and authorize the County Manager to sign both proposals

**Item Presenter**

Dustin Peele - Project and Procurement Manager





**AGREEMENT BETWEEN CLIENT AND ENGINEER  
FOR PROFESSIONAL SERVICES PROPOSED IN AMENDMENT #3**

**Project Name:** *Amendment #3 — Post-Project Monitoring Services for Years 2023–2027 Following the Completion of Beach Renourishment at Buxton, Dare County, North Carolina*

**CSE Project No.** 2558-Post-Project Monitoring [2558]

THIS AGREEMENT is made on the 7<sup>th</sup> day of January 2022, by and between County of Dare, North Carolina, hereinafter called CLIENT, and Coastal Science & Engineering, hereinafter called ENGINEER.

The CLIENT and ENGINEER, for mutual consideration hereinafter set forth, agree as set forth below and as set forth in the attached standard provisions:

1.0 ENGINEER'S SERVICES: The ENGINEER shall perform professional services in connection with the Project as set forth below and contained in this Agreement:

Services provided shall be as described in the attached Amendment #3, dated 7 January 2022, and made a part of this Agreement herein.

2.0 TERM OF CONTRACT

2.1 The ENGINEER shall start performing services hereunder within five (5) days after receipt of the CLIENT'S authorization to proceed, which shall not be given later than 45 days after the date of this Agreement.

2.2 The term of this Agreement is from the date of the CLIENT's authorization to proceed to 31 December 2027 or completion of the monitoring services.

2.3 The CLIENT may cancel this contract on thirty (30) days' written notice to the ENGINEER by certified mail or personal delivery. This contract is subject to the availability of funds to purchase specified ENGINEER'S SERVICES and may be terminated at any time if such funds become unavailable.

3.0 ENGINEER COMPENSATION:

In accordance with this Agreement, the ENGINEER shall provide professional services for which the CLIENT shall compensate ENGINEER as follows:

*Fees shall be a total of \$711,972 (Seven Hundred Eleven Thousand Nine Hundred Seventy-Two dollars) in accordance with Amendment #3 – Proposed Budget – Five Years (2023–2027) (the table on page 15) dated 7 January 2022.*

OTHER:

3.1 Payments will be made to the ENGINEER on a monthly basis upon presentation of an approved invoice for services accomplished the prior month.

4.0 SPECIAL PROVISIONS:

4.1 The Agreement shall be governed by the laws of the State of North Carolina.



- 4.2 During the term of this Agreement, ENGINEER agrees to provide evidence of workmen's compensation insurance coverage where applicable and comprehensive general liability insurance coverage.
- 4.3 During the term of this Agreement, ENGINEER agrees to provide evidence of professional liability insurance with a limit of at least \$1,000,000 for each claim and an annual aggregate of at least \$2,000,000.
- 4.4 The CLIENT acknowledges and understands the potential risks with engineering and construction activities, and agrees to allocate risk in proportion to the ENGINEER'S fees for the project. The CLIENT therefore agrees to limit the ENGINEER'S liability to the CLIENT, due to any claim of any nature whatsoever arising out of or relating to the performance of professional services under this Agreement, such that the total aggregate liability of the ENGINEER shall not exceed the ENGINEER'S fee for labor on the project or limits of the ENGINEER's professional insurance policy, whichever is higher.
- 4.5 ENGINEER is not responsible for the identifying, discovering, removal and/or treatment (remediation) of any hazardous waste, known or unknown at the site, nor for the consequences of any hazardous waste materials of any kind at the site, including, but not limited to asbestos and PCBs, as well as materials not yet known as hazardous.
- 4.6 Any notices required to be given under this Agreement may be given by enclosing the same in a sealed envelope, postage prepaid, addressed to the CLIENT at County of Dare, PO Box 1000, Manteo NC 27954, and to the ENGINEER at PO Box 8056, Columbia, SC 29202-8056 and by depositing same with the U.S. Postal Service. When so given, such notice shall be given from the time of mailing the same.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ENGINEER:  
Coastal Science & Engineering Inc  
PO Box 8056, Columbia SC 29202-8056

BY: *Haery Park*  
TITLE: Principal Engineer

DATE: January 07, 2022

WITNESS: *Carrie M. Parks*

County of Dare, North Carolina  
PO Box 1000, Manteo NC 27954

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Robert Outten, County Manager (Signature)

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

*David Lee* 1/18/2022



## STANDARD PROVISIONS

### 1.0 CLIENT 'S RESPONSIBILITY:

The CLIENT shall, unless otherwise provided for in this Agreement, at no cost to the ENGINEER:

- 1.1 Furnish to the ENGINEER all reasonable survey and property description data requested by the ENGINEER for the Project.
- 1.2 Guarantee full and free access for the ENGINEER to enter upon all property for the performance of the ENGINEER'S services.
- 1.3 Furnish to the ENGINEER all existing studies, reports and other available data and services of others pertinent to the Scope of Services, and obtain additional reports and data as required; and ENGINEER shall be entitled to rely on such information and services in performance of services hereunder.
- 1.4 Give prompt written notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER'S performance of services under this Agreement.

### 2.0 PAYMENTS TO THE ENGINEER:

- 2.1 Progress payments shall be made in proportion to the services rendered and as indicated within this Agreement and shall be due and owing upon the ENGINEER'S submittal of any invoice. Past due amounts owed shall include a late payment charge which will be computed at the interest rate of 0.5 percent per month, which is an Annual Percentage Rate of 6 percent, and will be applied to the balance unpaid 30 days after the date of the original invoice.
- 2.2 No deductions shall be made from the ENGINEER'S compensation on account of penalty or other sums withheld from payment to Contractors.
- 2.3 Reimbursable expenses are in addition to ENGINEER'S compensation for services performed on an hourly basis and include expenditures made by the ENGINEER, his employees or his consultant(s) in the interest of the project.
- 2.4 If the Project is delayed or if the ENGINEER'S services on the project are delayed or suspended for more than three months for reasons beyond the ENGINEER'S control, the ENGINEER may, after giving seven (7) days' written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate the ENGINEER in accordance with the termination provision contained hereinafter in this Agreement.
- 2.5 If the CLIENT fails to make payments when due and the ENGINEER incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collections costs incurred shall be immediately become due and payable to the ENGINEER. Collection costs shall include without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable ENGINEER staff costs at standard billing rates for the ENGINEER'S time spent in efforts to collect. This obligation of the CLIENT to pay the ENGINEER'S collection costs shall survive the term of this Agreement or any earlier termination by either party.
- 2.6 Notwithstanding any other provisions herein, it is the intent of the parties hereto to comply with all relevant North Carolina constitutional restrictions and general statutes. No provision of this Contract shall be construed or interpreted as creating a pledge of the faith and credit of the State within the meaning of any constitutional debt limitation except for any funding which may have been budgeted for this contract from general obligation bond revenues specifically related to the Project. No provision of this Contract shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of credit of the State within the meaning of the Constitution of the State of North Carolina. This Contract shall not directly or indirectly or contingently obligate the State to make any payments beyond those budgeted for this Contract from revenues to be



received from general obligation bonds specifically issued for the Project or as may be appropriated from other revenues in the sole discretion of the State for any fiscal year in which this Contract shall be in effect. Beyond the amount approved by the State's relevant bond referendum, the taxing power of the State is not and may not be pledged directly or indirectly or contingently to secure any monies due under this Contract. No provision of this Contract shall be construed to pledge or create a lien on any class or source of the State's monies nor shall any provision of this Contract restrict the future issuance of any of the State's bonds or obligations payable from any class or source of the State's monies. To the extent of any conflict between this Section and any other provision of the Contract, this Section shall take priority.

2.7 If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, the ENGINEER may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The Engineer shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon payment in full by the CLIENT, the ENGINEER shall resume services under this Agreement, the time schedule and compensation adjusted for the period of suspension plus any other reasonable time and expenses necessary for the ENGINEER to resume performance.

### 3.0 GENERAL PROVISIONS:

3.1 Field data and analyses, drawings and specifications, computer data, and other work data developed by the ENGINEER for this project and paid for by the CLIENT shall become the property of the CLIENT and shall remain the property of the CLIENT whether the project is completed or not. The CLIENT shall not reuse any of the ENGINEER'S instruments of service on extensions of this Project or on any other project without written notification to the ENGINEER.

3.2 Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without prior written consent of the other party. 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 this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent associates and consultants as ENGINEER may deem appropriate to assist in the performance of the services hereunder.

3.3 The Agreement may be terminated on thirty (30) days' written notice by the CLIENT to the ENGINEER by certified mail or personal delivery. If this Agreement is terminated, the ENGINEER shall be paid for services performed to the termination notice date including Reimbursable Expenses due.

3.4 This Agreement represents the entire and integrated agreement between the ENGINEER and CLIENT and supersedes all prior negotiations, representations, or agreements—either written or oral. The Agreement may be amended only by written instrument signed by both the CLIENT and the ENGINEER.

3.5 In an effort to resolve any conflicts that arise during performance of services, the CLIENT and ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, suppliers or fabricators so retained, thereby providing for mediation as the primary method of dispute resolution between parties to those agreements.

### 3.6 Claims for Listed Damages

3.6.1 Waiver of Claims Between Engineer and Agency. Notwithstanding any other provision of the Agreement, but subject to a duty of good faith and fair dealing, the Engineer and Agency waive Listed Damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. The Listed Damages are damages incurred for principal office expenses and overhead (including, but not limited to, the compensation of personnel



stationed there, rent, utilities, and office equipment), for losses of financing, business, and reputation, for loss of profit other than anticipated profits arising directly from the Work, and for attorney's fees, insurance, and interest (excluding post-judgment).

3.6.2 Waiver of Engineer Claims Against the Contractor. Notwithstanding any other provision of this Agreement, but subject to a duty of good faith and fair dealing, the Engineer waives all claims against both the Contractor and any of the Contractor's subcontractors (at any tier) for Listed Damages arising out of or relating to this Contract. The Listed Damages are damages incurred for principal office expenses and overhead (including, but not limited to, the compensation of personnel stationed there, rent, utilities, and office equipment), for losses of financing, business, and reputation, for loss of profit other than anticipated profits arising directly from the Work, and for attorney's fees, insurance, and interest (excluding post-judgment).

3.7 Neither party shall hold the other responsible for damages caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

3.7.1 No officer or agent of the State or Engineer, while acting within the scope of his/her authority, shall be subject to any personal liability or accountability by reason of his/her execution of this Contract or any other documents related to the transactions contemplated hereby. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities.

3.8 In the event any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

3.9 The ENGINEER is not responsible for design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary detainment of excavations, and any erection methods and temporary bracing.

3.10 The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either expressed or implied.

3.11 Any estimate of construction costs prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such estimates as compared to Contractors bids or actual cost to the CLIENT.

The ENGINEER's federal identification number is 57-0784511.



**AGREEMENT BETWEEN CLIENT AND ENGINEER  
FOR PROFESSIONAL SERVICES PROPOSED IN AMENDMENT #1**

**Project Name:** Amendment #1 — *Post-Project Monitoring Services for Years 2023–2027 Following the Completion of Beach Nourishment at Avon, Dare County, North Carolina*

**CSE Project No.** 2557-Post-Project Monitoring [2557]

THIS AGREEMENT is made on the 7<sup>th</sup> day of January 2022, by and between County of Dare, North Carolina, hereinafter called CLIENT, and Coastal Science & Engineering, hereinafter called ENGINEER.

The CLIENT and ENGINEER, for mutual consideration hereinafter set forth, agree as set forth below and as set forth in the attached standard provisions:

1.0 ENGINEER'S SERVICES: The ENGINEER shall perform professional services in connection with the Project as set forth below and contained in this Agreement:

Services provided shall be as described in the attached Amendment #1, dated 7 January 2022, and made a part of this Agreement herein.

2.0 TERM OF CONTRACT

2.1 The ENGINEER shall start performing services hereunder within five (5) days after receipt of the CLIENT'S authorization to proceed, which shall not be given later than 45 days after the date of this Agreement.

2.2 The term of this Agreement is from the date of the CLIENT's authorization to proceed to 31 December 2027 or completion of the monitoring services.

2.3 The CLIENT may cancel this contract on thirty (30) days' written notice to the ENGINEER by certified mail or personal delivery. This contract is subject to the availability of funds to purchase specified ENGINEER'S SERVICES and may be terminated at any time if such funds become unavailable.

3.0 ENGINEER COMPENSATION:

In accordance with this Agreement, the ENGINEER shall provide professional services for which the CLIENT shall compensate ENGINEER as follows:

*Fees shall be a total of \$627,000 (Six Hundred Twenty-Seven Thousand dollars) in accordance with Amendment #1 – Proposed Budget – Five Years (2023–2027) (the table on page 14) dated 7 January 2022.*

OTHER:

3.1 Payments will be made to the ENGINEER on a monthly basis upon presentation of an approved invoice for services accomplished the prior month.

4.0 SPECIAL PROVISIONS:

4.1 The Agreement shall be governed by the laws of the State of North Carolina.



- 4.2 During the term of this Agreement, ENGINEER agrees to provide evidence of workmen's compensation insurance coverage where applicable and comprehensive general liability insurance coverage.
- 4.3 During the term of this Agreement, ENGINEER agrees to provide evidence of professional liability insurance with a limit of at least \$1,000,000 for each claim and an annual aggregate of at least \$2,000,000.
- 4.4 The CLIENT acknowledges and understands the potential risks with engineering and construction activities, and agrees to allocate risk in proportion to the ENGINEER'S fees for the project. The CLIENT therefore agrees to limit the ENGINEER'S liability to the CLIENT, due to any claim of any nature whatsoever arising out of or relating to the performance of professional services under this Agreement, such that the total aggregate liability of the ENGINEER shall not exceed the ENGINEER'S fee for labor on the project or limits of the ENGINEER's professional insurance policy, whichever is higher.
- 4.5 ENGINEER is not responsible for the identifying, discovering, removal and/or treatment (remediation) of any hazardous waste, known or unknown at the site, nor for the consequences of any hazardous waste materials of any kind at the site, including, but not limited to asbestos and PCBs, as well as materials not yet known as hazardous.
- 4.6 Any notices required to be given under this Agreement may be given by enclosing the same in a sealed envelope, postage prepaid, addressed to the CLIENT at County of Dare, PO Box 1000, Manteo NC 27954, and to the ENGINEER at PO Box 8056, Columbia, SC 29202-8056 and by depositing same with the U.S. Postal Service. When so given, such notice shall be given from the time of mailing the same.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ENGINEER:  
Coastal Science & Engineering Inc  
PO Box 8056, Columbia SC 29202-8056

BY: *Harvey K. ...*  
TITLE: Principal Engineer

DATE: January 07, 2022

WITNESS: *Carrie ...*

County of Dare, North Carolina  
PO Box 1000, Manteo NC 27954

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Robert Outten, County Manager (Signature)

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

*David ...* 1/14/2022



## STANDARD PROVISIONS

### 1.0 CLIENT 'S RESPONSIBILITY:

The CLIENT shall, unless otherwise provided for in this Agreement, at no cost to the ENGINEER:

- 1.1 Furnish to the ENGINEER all reasonable survey and property description data requested by the ENGINEER for the Project.
- 1.2 Guarantee full and free access for the ENGINEER to enter upon all property for the performance of the ENGINEER'S services.
- 1.3 Furnish to the ENGINEER all existing studies, reports and other available data and services of others pertinent to the Scope of Services, and obtain additional reports and data as required; and ENGINEER shall be entitled to rely on such information and services in performance of services hereunder.
- 1.4 Give prompt written notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER'S performance of services under this Agreement.

### 2.0 PAYMENTS TO THE ENGINEER:

- 2.1 Progress payments shall be made in proportion to the services rendered and as indicated within this Agreement and shall be due and owing upon the ENGINEER'S submittal of any invoice. Past due amounts owed shall include a late payment charge which will be computed at the interest rate of 0.5 percent per month, which is an Annual Percentage Rate of 6 percent, and will be applied to the balance unpaid 30 days after the date of the original invoice.
- 2.2 No deductions shall be made from the ENGINEER'S compensation on account of penalty or other sums withheld from payment to Contractors.
- 2.3 Reimbursable expenses are in addition to ENGINEER'S compensation for services performed on an hourly basis and include expenditures made by the ENGINEER, his employees or his consultant(s) in the interest of the project.
- 2.4 If the Project is delayed or if the ENGINEER'S services on the project are delayed or suspended for more than three months for reasons beyond the ENGINEER'S control, the ENGINEER may, after giving seven (7) days' written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate the ENGINEER in accordance with the termination provision contained hereinafter in this Agreement.
- 2.5 If the CLIENT fails to make payments when due and the ENGINEER incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collections costs incurred shall be immediately become due and payable to the ENGINEER. Collection costs shall include without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable ENGINEER staff costs at standard billing rates for the ENGINEER'S time spent in efforts to collect. This obligation of the CLIENT to pay the ENGINEER'S collection costs shall survive the term of this Agreement or any earlier termination by either party.
- 2.6 Notwithstanding any other provisions herein, it is the intent of the parties hereto to comply with all relevant North Carolina constitutional restrictions and general statutes. No provision of this Contract shall be construed or interpreted as creating a pledge of the faith and credit of the State within the meaning of any constitutional debt limitation except for any funding which may have been budgeted for this contract from general obligation bond revenues specifically related to the Project. No provision of this Contract shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of credit of the State within the meaning of the Constitution of the State of North Carolina. This Contract shall not directly or indirectly or contingently obligate the State to make any payments beyond those budgeted for this Contract from revenues to be





received from general obligation bonds specifically issued for the Project or as may be appropriated from other revenues in the sole discretion of the State for any fiscal year in which this Contract shall be in effect. Beyond the amount approved by the State's relevant bond referendum, the taxing power of the State is not and may not be pledged directly or indirectly or contingently to secure any monies due under this Contract. No provision of this Contract shall be construed to pledge or create a lien on any class or source of the State's monies nor shall any provision of this Contract restrict the future issuance of any of the State's bonds or obligations payable from any class or source of the State's monies. To the extent of any conflict between this Section and any other provision of the Contract, this Section shall take priority.

2.7 If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, the ENGINEER may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The Engineer shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon payment in full by the CLIENT, the ENGINEER shall resume services under this Agreement, the time schedule and compensation adjusted for the period of suspension plus any other reasonable time and expenses necessary for the ENGINEER to resume performance.

3.0 GENERAL PROVISIONS:

3.1 Field data and analyses, drawings and specifications, computer data, and other work data developed by the ENGINEER for this project and paid for by the CLIENT shall become the property of the CLIENT and shall remain the property of the CLIENT whether the project is completed or not. The CLIENT shall not reuse any of the ENGINEER'S instruments of service on extensions of this Project or on any other project without written notification to the ENGINEER.

3.2 Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without prior written consent of the other party. 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 this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent associates and consultants as ENGINEER may deem appropriate to assist in the performance of the services hereunder.

3.3 The Agreement may be terminated on thirty (30) days' written notice by the CLIENT to the ENGINEER by certified mail or personal delivery. If this Agreement is terminated, the ENGINEER shall be paid for services performed to the termination notice date including Reimbursable Expenses due.

3.4 This Agreement represents the entire and integrated agreement between the ENGINEER and CLIENT and supersedes all prior negotiations, representations, or agreements—either written or oral. The Agreement may be amended only by written instrument signed by both the CLIENT and the ENGINEER.

3.5 In an effort to resolve any conflicts that arise during performance of services, the CLIENT and ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, suppliers or fabricators so retained, thereby providing for mediation as the primary method of dispute resolution between parties to those agreements.

3.6 Claims for Listed Damages

3.6.1 Waiver of Claims Between Engineer and Agency. Notwithstanding any other provision of the Agreement, but subject to a duty of good faith and fair dealing, the Engineer and Agency waive Listed Damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. The Listed Damages are damages incurred for principal office expenses and overhead (including, but not limited to, the compensation of personnel



stationed there, rent, utilities, and office equipment), for losses of financing, business, and reputation, for loss of profit other than anticipated profits arising directly from the Work, and for attorney's fees, insurance, and interest (excluding post-judgment).

3.6.2 Waiver of Engineer Claims Against the Contractor. Notwithstanding any other provision of this Agreement, but subject to a duty of good faith and fair dealing, the Engineer waives all claims against both the Contractor and any of the Contractor's subcontractors (at any tier) for Listed Damages arising out of or relating to this Contract. The Listed Damages are damages incurred for principal office expenses and overhead (including, but not limited to, the compensation of personnel stationed there, rent, utilities, and office equipment), for losses of financing, business, and reputation, for loss of profit other than anticipated profits arising directly from the Work, and for attorney's fees, insurance, and interest (excluding post-judgment).

3.7 Neither party shall hold the other responsible for damages caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

3.7.1 No officer or agent of the State or Engineer, while acting within the scope of his/her authority, shall be subject to any personal liability or accountability by reason of his/her execution of this Contract or any other documents related to the transactions contemplated hereby. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities.

3.8 In the event any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

3.9 The ENGINEER is not responsible for design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary detainment of excavations, and any erection methods and temporary bracing.

3.10 The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either expressed or implied.

3.11 Any estimate of construction costs prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such estimates as compared to Contractors bids or actual cost to the CLIENT.

The ENGINEER's federal identification number is 57-0784511.



*Contract Amendment for Oakley Collier & Associates for EMS Stations*

**Description**

The attached is Service Order #4 to the Oakley Collier (OCA) Master Services Agreement. On 9/7/2021 the Board approved the OCA design contract for EMS facilities at 10% of construction cost and budgeted \$250,000 so OCA could develop final estimates, which the Board approved on 12/3/21. This amendment establishes a contract and a budget for the design based upon those estimates at a total of \$4,704,300 (see page 3) of which Kill Devil Hills is responsible for \$770,544 and Chicamacomico VFD is responsible for \$530,059.

The County Manager made one change from 12/3, to show that all of the cost of the Southern Shores station is the County.

**Board Action Requested**

Approve OCA service order #4 and authorize the Chairman to execute and approve the amendment to the capital project ordinance.

**Item Presenter**

David Clawson, Finance Director

**County of Dare, North Carolina  
Capital Project Ordinance  
for  
Series 2022C  
LOBs**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, for the planned Series 2022C LOBs, originally adopted on 9/7/2021, is hereby amended:

Section 1 This ordinance is for new construction and renovations of EMS stations as approved in the 2022 capital improvements plan and on 12/3/2021.

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

Section 3 The following amounts are additionally appropriated for the projects (\$250,000 was appropriated for architectural services on 9/7/2021):

EMS Facilities – architectural services	615531-710900-60360	\$4,454,300	increase
Surveys & geotechnical	615531-710101-60360	\$201,179	new

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

Debt Proceeds S2022 LOBs	613090-470318-98734	\$3,354,876	increase
Cost share Kill Devil Hills	613090-422281-60360	\$770,544	new
Cost share Rodanthe	613090-422281-60360	\$530,059	new

Section 5 The Finance Officer is directed to report the financial status of the project as a part of the normal ongoing financial 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 18<sup>th</sup> day of January, 2022.

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

[SEAL]

\_\_\_\_\_  
Cheryl Anby, Clerk to the Board of Commissioners

# AIA® Document B221™ – 2018

## **Service Order** for use with *Master Agreement Between Owner and Architect*

**SERVICE ORDER** number 04 made as of the 8th day of December in the year 2021

*(Paragraph deleted)*

**BETWEEN** the Owner:

Dare County  
PO Box 1000  
Manteo, NC 27954

and the Architect:

Oakley Collier Architects, PA  
109 Candlewood Road  
Rocky Mount, NC 27804

for the following **PROJECT**:

Dare County Long Term Facility CIP MASTER  
EMS Station 1-1632 North Croatan Hwy, Kill Devil Hills, NC 27948  
EMS Station 2- 515 Bowsertown Road, Manteo, NC 27954  
EMS Station 3- 50346 Hwy 12, Frisco, NC 27936  
EMS Station 4- 28 East Dogwood Trail, Southern Shores, NC 27949  
EMS Station 6- 24297 Atlantic Drive, Rodanthe, NC 27968  
EMS Station 7-Dare Med Flight Hanger, 1078 Driftwood Drive, Manteo, NC 27954  
EMS Station 8- 6677 Hwy 64/264, Manns Harbor, NC 27953

### **THE SERVICE AGREEMENT**

This Service Order, together with the Master Agreement between Owner and Architect dated the 12<sup>th</sup> day of July in the year 2021

form a Service Agreement.

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™-2018, Standard Form of Master Agreement Between Owner and Architect

**TABLE OF ARTICLES**

- 1 INITIAL INFORMATION**
- 2 SERVICES UNDER THIS SERVICE ORDER**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 COMPENSATION**
- 5 INSURANCE**
- 6 PARTY REPRESENTATIVES**
- 7 ATTACHMENTS AND EXHIBITS**

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

EMS Station 1. This will be a replacement facility with joint use with the Town of Kill Devil Hills. It is contemplated the facility will house County EMS & Town Fire Department.

EMS Station 2. This shall be a complete renovation and refurbishment of the facility, with expansion of the public area, and additional sleeping areas. The on site parking shall be expanded as the available site area allows.

EMS Station 3. This shall be a complete renovation and refurbishment of the facility, with expansion of the public area, and additional sleeping areas. The on site parking shall be expanded as the available site area allows.

EMS Station 4. This shall be a replacement station with space for the Town of Southern Shores.

EMS Station 6. This shall be a new station located on property owned by the Local Fire Department. Site is to accommodate a new EMS and expansion of the existing Fire Station.

EMS Station 7. This shall be replacement facility for the Med Flight Hanger.

EMS Station 8. This will be a replacement for the facility.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER**

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

**§ 2.1.1 Basic Services**

*(Paragraph deleted)*

OCA shall provide the necessary Architectural and Engineering documents to accomplish the projects.

**§ 2.1.2 Additional Services**

*(Paragraph deleted)*

Additional Services shall be as described in the Standard Master Agreement.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Init.

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 User Notes: (1111969366)

TBD

.2 Substantial Completion date:

TBD

**ARTICLE 4 COMPENSATION**

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

.1 Lump Sum

The fee shall break down as follows:

See attached Dare County EMS Station Improvements Document dated December 1, 2021.

**Station 1: Kill Devil Hills:**

Dare County Fee Portion:	\$1,005,730
Partner (KDH) Portion:	\$770,544
Total Fee:	\$1,776,274
Geotechnical & Survey	\$39,401

**Station 2: Manteo:**

Dare County Fee Portion:	\$127,089
Geotechnical & Survey	\$23,611

**Station 3: Frisco:**

Dare County Fee Portion:	\$128,040
Geotechnical & Survey	\$23,788

**Station 4: Southern Shores:**

Dare County Fee Portion:	\$577,191
Geotechnical & Survey	\$27,339

**Station 6: Rodanthe:**

Dare County Fee Portion:	\$487,480
Partner (Rodanthe) Portion:	\$530,059
Total Fee:	\$1,017,539
Geotechnical & Survey	\$28,994

**Station 7: Med Flight:**

Dare County Fee Portion:	\$667,964
Geotechnical & Survey	\$32,197

**Station 8: Manns Harbor:**

Dare County Fee Portion:	\$410,203
Geotechnical & Survey	\$25,849

The fee breaks down as follows:

Schematic Design	20%
Design Development	15%
Construction Documents	35%
Bidding & Negotiation	5%
Construction Administration	25%
Total:	100%

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

Init.

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 User Notes:

*(Paragraph deleted)*

Ten (10%) of the estimate cost.

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

N/A

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**ARTICLE 5 INSURANCE**

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:

See attached COI.

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.

*(Paragraph deleted)*

Coverage	Limits
N/A	N/A

**ARTICLE 6 PARTY REPRESENTATIVES**

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

Robert Outten, David Clawson, Dustin Peele  
PO Box 1000  
Manteo, NC 27954  
Telephone Number: 252-475-5731  
Email: [outten@darenc.com](mailto:outten@darenc.com), [davec@darenc.com](mailto:davec@darenc.com), [dustin.peele@darenc.com](mailto:dustin.peele@darenc.com)

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

Timothy Oakley, Ann Collier  
109 Candlewood Road  
Rocky Mount, NC 27804  
Telephone Number: 252-937-2500  
Email: [toakley@oakleycollier.com](mailto:toakley@oakleycollier.com), [acollier@oakleycollier.com](mailto:acollier@oakleycollier.com)

**ARTICLE 7 ATTACHMENTS AND EXHIBITS**

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;
- .2 Other documents:

*(Paragraphs deleted)*

Certificate of Insurance  
Dare County EMS Station Improvements dated December 1, 2021



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

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

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

*Timothy D Oakley*  
\_\_\_\_\_  
**ARCHITECT** (Signature)

\_\_\_\_\_  
Timothy Oakley Principal  
(Printed name, title, and license number, if required)

Init.

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**User Notes:**

(1111969366)

# Additions and Deletions Report for

AIA® Document B221™ – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:52:39 ET on 01/04/2022.

PAGE 1

SERVICE ORDER number 04 made as of the 8th day of December in the year 2021  
(In words, indicate day, month, and year.)

...

~~(Name, legal status, address, and other information)~~

Dare County  
PO Box 1000  
Manteo, NC 27954

...

~~(Name, legal status, address, and other information)~~

Oakley Collier Architects, PA  
109 Candlewood Road  
Rocky Mount, NC 27804

...

~~for the following PROJECT;~~for the following PROJECT:

Dare County Long Term Facility CIP MASTER

EMS Station 1-1632 North Croatan Hwy, Kill Devil Hills, NC 27948

~~(Name, location, and detailed description)~~EMS Station 2- 515 Bowsertown Road, Manteo, NC 27954

EMS Station 3- 50346 Hwy 12, Frisco, NC 27936

EMS Station 4- 28 East Dogwood Trail, Southern Shores, NC 27949

EMS Station 6- 24297 Atlantic Drive, Rodanthe, NC 27968

EMS Station 7-Dare Med Flight Hanger, 1078 Driftwood Drive, Manteo, NC 27954

EMS Station 8- 6677 Hwy 64/264, Manns Harbor, NC 27953

...

This Service Order, together with the Master Agreement between Owner and Architect dated the ~~day of~~ ~~in the year~~  
(In words, indicate day, month, and year.)12<sup>th</sup> day of July in the year 2021

PAGE 2

~~(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)~~

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User Notes:

(1111969366)

EMS Station 1. This will be a replacement facility with joint use with the Town of Kill Devil Hills. It is contemplated the facility will house County EMS & Town Fire Department.

EMS Station 2. This shall be a complete renovation and refurbishment of the facility, with expansion of the public area, and additional sleeping areas. The on site parking shall be expanded as the available site area allows.

EMS Station 3. This shall be a complete renovation and refurbishment of the facility, with expansion of the public area, and additional sleeping areas. The on site parking shall be expanded as the available site area allows.

EMS Station 4. This shall be a replacement station with space for the Town of Southern Shores.

EMS Station 6. This shall be a new station located on property owned by the Local Fire Department. Site is to accommodate a new EMS and expansion of the existing Fire Station.

EMS Station 7. This shall be replacement facility for the Med Flight Hanger.

EMS Station 8. This will be a replacement for the facility.

...

*(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)*

OCA shall provide the necessary Architectural and Engineering documents to accomplish the projects.

...

*(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)*

Additional Services shall be as described in the Standard Master Agreement.

PAGE 3

TBD

...

TBD

...

.1 Stipulated Sum Lump Sum

The fee shall break down as follows:

See attached Dare County EMS Station Improvements Document dated December 1, 2021.

<u>Station 1: Kill Devil Hills:</u>	
<u>Dare County Fee Portion:</u>	<u>\$1,005,730</u>
<u>Partner (KDH) Portion:</u>	<u>\$770,544</u>
<u>Total Fee:</u>	<u>\$1,776,274</u>
<u>Geotechnical &amp; Survey</u>	<u>\$39,401</u>

<u>Station 2: Manteo:</u>	
<u>Dare County Fee Portion:</u>	<u>\$127,089</u>
<u>Geotechnical &amp; Survey</u>	<u>\$23,611</u>

<u>Station 3: Frisco:</u>	
<u>Dare County Fee Portion:</u>	<u>\$128,040</u>
<u>Geotechnical &amp; Survey</u>	<u>\$23,788</u>

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<u>Station 4: Southern Shores:</u>	
Dare County Fee Portion:	\$577,191
Geotechnical & Survey	\$27,339

<u>Station 6: Rodanthe:</u>	
<del>(Insert amount)</del> Dare County Fee Portion:	\$487,480
Partner (Rodanthe) Portion:	\$530,059
Total Fee:	\$1,017,539
Geotechnical & Survey	\$28,994

<u>Station 7: Med Flight:</u>	
Dare County Fee Portion:	\$667,964
Geotechnical & Survey	\$32,197

<u>Station 8: Manns Harbor:</u>	
<del>2</del> Percentage Basis Dare County Fee Portion:	\$410,203
<del>(Insert percentage value)</del> Geotechnical & Survey	\$25,849

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4. The fee breaks down as follows:

Schematic Design	20%
Design Development	15%
<del>3</del> Other Construction Documents	35%
<del>(Describe the method of compensation)</del> Bidding & Negotiation	5%
Construction Administration	25%
Total:	100%

PAGE 4

~~(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)~~

Ten (10%) of the estimate cost.

...

~~(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)~~

N/A

...

~~(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)~~

See attached COI.

...

~~(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)~~

...

N/A

N/A

...

(List name, address, and other information.)  
Robert Outten, David Clawson, Dustin Peele  
PO Box 1000  
Manteo, NC 27954  
Telephone Number: 252-475-5731  
Email: outten@darenc.com, davec@darenc.com, dustin.peele@darenc.com

...

(List name, address, and other information.)  
Timothy Oakley, Ann Collier  
109 Candlewood Road  
Rocky Mount, NC 27804  
Telephone Number: 252-937-2500  
Email: toakley@oakleycollier.com, acollier@oakleycollier.com

...

~~.2 — Other Exhibits incorporated into this Agreement:~~  
~~.2 Other documents:~~  
~~(Clearly identify any other exhibits incorporated into this Agreement.)~~

~~.3 — Other documents:~~  
~~— (List other documents, if any, including additional scopes of service forming part of this Service Order.)~~  
Certificate of Insurance  
Dare County EMS Station Improvements dated December 1, 2021

PAGE 5

Timothy Oakley Principal

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Timothy Oakley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:52:39 ET on 01/04/2022 under Order No. 3017269151 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B221™ – 2018, Service Order for use with Master Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

*Timothy D Oakley*  
\_\_\_\_\_  
(Signed)

Principal  
\_\_\_\_\_  
(Title)

01/04/2022  
\_\_\_\_\_  
(Dated)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Consultants, Inc. P.O. Box 2490  Davidson NC 28036	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(704) 799-1600	FAX (A/C, No): (704) 799-2955
	E-MAIL ADDRESS:	cert@imcipls.com	
INSURED  Oakley Collier Architects, PA 109 Candlewood Road  Rocky Mount NC 27804	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	RLI Insurance Company	13056
	INSURER B:	Liberty Insurance Underwriters	19917
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**

CERTIFICATE NUMBER: 21/22 All Lines Renewal

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0003333	04/19/2021	04/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001740	04/19/2021	04/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			PSE0001959	04/19/2021	04/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0002542	04/19/2021	04/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			AEX100675-0006	04/19/2021	04/19/2022	Per claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Dare County 954 Marshall C. Collins Drive Room 286 Manteo NC 27954	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Jeffrey Trubel</i>

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DARE COUNTY EMS STATION IMPROVEMENTS

December 1, 2021

	Station #1 - Kill Devil Hills		Station #2 - Manteo		Station #3 - Frisco		Station #4 - Southern Shores		Station #5 - Nags Head		Station #6 - Rodanthe		Station #7 - Manteo Airport(Med Flight)		Station #8 - Manns Harbor		Totals	
	Demo Existing Building - 10,000 SF; Ground-up New Building - 33,156 SF; New Site Development - 3 Acres		Building Renovation - 2,336 SF; New Additions - 687 SF; Additional 16 Parking Spots/Site Improvements at New Addition		Building Renovation - 2,336 SF; New Additions - 687 SF; Additional 6 Parking Spots/Site Improvements at New Addition		Demo Existing Building - 10,000 SF; New Building - 9,827 SF; Site Demo/New Hardscape - 1/2 Acres		No Program Provided		Demo Existing Home - 1,000 SF; New Building - 17,254 SF; New Site Development - 2.5 Acres		Demo Existing Building - 5,000 SF; New Building - 11,682 SF; Additional Parking/Site Improvements		Demo Existing EMS #8 Building - 4,300 SF; New Building Addition - 6,678 SF; Parking/Site Minor Improvements			
Dare County SF	18,773		-		-		7,570		-		8,266		-		-			
Partner SF	14,383		-		-		2,257		-		8,988		-		-			
Demo Existing Building Cost		\$ 50,000		\$ -		\$ -		\$ 50,000		\$ -		\$ 7,000		\$ 25,000		\$ 21,500		\$ 153,500
Building Cost(Renovations and New Construction)		\$ 10,050,197		\$ 674,159		\$ 674,159		\$ 3,290,918		\$ -		\$ 5,713,331		\$ 3,853,667		\$ 2,287,810		\$ 26,544,241
Sitework Cost		\$ 1,001,816		\$ 101,998		\$ 107,810		\$ 253,920		\$ -		\$ 633,850		\$ 355,020		\$ 239,890		\$ 2,694,304
Subtotal Subcontract Costs		\$ 11,102,013		\$ 776,157		\$ 781,969		\$ 3,594,838		\$ -		\$ 6,354,181		\$ 4,233,687		\$ 2,549,200		\$ 29,392,045
Subguard Bonding	1.40%	\$ 155,428	1.40%	\$ 10,866	1.40%	\$ 10,948	1.40%	\$ 50,328	1.40%	\$ -	1.40%	\$ 88,959	1.40%	\$ 59,272	1.40%	\$ 35,689	1.40%	\$ 411,489
Subcontract Costs with Bonds		\$ 11,257,441		\$ 787,023		\$ 792,917		\$ 3,645,165		\$ -		\$ 6,443,139		\$ 4,292,959		\$ 2,584,888		\$ 29,803,533
Construction Contingency	3.00%	\$ 337,723	3.00%	\$ 23,611	3.00%	\$ 23,788	3.00%	\$ 109,355	3.00%	\$ -	3.00%	\$ 193,294	3.00%	\$ 128,789	3.00%	\$ 77,547	3.00%	\$ 894,106
Precan Contingency	5.00%	\$ 555,101	5.00%	\$ 38,808	5.00%	\$ 39,098	5.00%	\$ 179,742	5.00%	\$ -	5.00%	\$ 317,709	5.00%	\$ 211,684	5.00%	\$ 127,460	5.00%	\$ 1,469,602
Design Fees	10.00%	\$ 1,776,274	10.00%	\$ 127,088.52	10.00%	\$ 128,040	10.00%	\$ 577,191	11.00%	\$ -	10.00%	\$ 1,017,539	10.00%	\$ 667,964	10.00%	\$ 410,203	10.00%	\$ 4,704,299
Surveying & Geotechnical Investigation	0.35%	\$ 39,401	3.00%	\$ 23,611	3.00%	\$ 23,788	0.75%	\$ 27,339	0.75%	\$ -	0.45%	\$ 28,994	0.75%	\$ 32,197	1.00%	\$ 25,849	0.70%	\$ 201,178
Escalation	5.00%	\$ 555,101	5.00%	\$ 38,808	5.00%	\$ 39,098	5.00%	\$ 179,742	5.00%	\$ -	5.00%	\$ 317,709	3.00%	\$ 127,011	5.00%	\$ 127,460	5.00%	\$ 1,469,602
Cost of Work Subtotal		\$ 14,521,041		\$ 1,038,949		\$ 1,046,729		\$ 4,718,534		\$ -		\$ 8,318,385		\$ 5,460,604		\$ 3,353,406		\$ 38,542,322
General Conditions and Fees(Includes CM Fee)	13.50%	\$ 2,397,970	13.50%	\$ 171,969.50	13.50%	\$ 172,854	13.50%	\$ 779,207	13.50%	\$ -	13.50%	\$ 1,373,678	13.50%	\$ 901,751	13.50%	\$ 553,774	13.50%	\$ 6,350,804
Insurance and Bonds	2.25%	\$ 399,662	2.25%	\$ 28,595	2.25%	\$ 28,809	2.25%	\$ 129,868	2.25%	\$ -	2.25%	\$ 228,946	2.25%	\$ 150,292	2.25%	\$ 92,296	2.25%	\$ 1,058,467
FFE (Furniture, Fixtures & Equipment)	2.50%	\$ 444,069	2.50%	\$ 31,772	2.50%	\$ 32,010	2.50%	\$ 144,298	2.50%	\$ -	2.50%	\$ 254,385	2.50%	\$ 166,991	2.50%	\$ 102,551	2.50%	\$ 1,176,075
Construction Budget Estimate	\$ 535.73	\$ 17,762,742	\$ 420.41	\$ 1,270,885	\$ 423.55	\$ 1,280,403	\$ 587.35	\$ 5,771,907	\$ -	\$ -	\$ 589.74	\$ 10,175,395	\$ 571.79	\$ 6,679,638	\$ 614.26	\$ 4,102,026	\$ 555.78	\$ 47,042,994
DARE COUNTY PORTION	\$ 535.73	\$ 10,057,303									\$ 589.74	\$ 4,874,801						\$ 28,265,056
PARTNER PORTION	\$ 535.73	\$ 7,705,438									\$ 589.74	\$ 5,300,594						\$ 13,006,032
																		\$ 41,271,088





*Accessory Dwelling Units Zoning Amendments*

**Description**

At the January 3, 2022 meeting, the Board instructed staff to make a presentation on January 18 about the possibility of zoning amendments for accessory dwelling units for single family zoning districts. A staff report is included with the cover sheet.

**Board Action Requested**

Directions to Planning Board to draft zoning amendments for further consideration.

**Item Presenter**

Donna Creef, Planning Director

## STAFF REPORT

DATE: January 18, 2022 Board of Commissioners Meeting  
RE: Accessory Dwelling Units – Potential Zoning Amendments  
FROM: Donna Creef

On January 3, the Board instructed staff to present additional details on possible zoning amendments to allow accessory dwelling units (ADUs) in those zoning districts that are restricted to single family dwellings. In 2018, amendments to the zoning ordinance were made that permitted ADUs in those districts that allow duplex and multifamily structures. ADUs were included in the Wanchese zoning districts in 2006, in the Manns Harbor zoning district in 2007 and the majority of the East Lake zoning districts in 2012.

In 2019, the location of ADUs in the more restrictive single family districts was discounted due to concerns about conflicts with private subdivision covenants. Commissioner Overman has broached the idea again in light of the continued housing crisis.

### COVENANTS VERSUS ZONING RESTRICTIONS

Covenants are private contractual agreements between the developer of a subdivision and the buyer of property in the division. Typically, covenants are enforced by a homeowners association but can be enforced by an individual property against another individual property owner. The lack of an active homeowners association does not void any restrictive covenant. Zoning regulations do not supersede covenants or vice versa. For example, the zoning regulations may permit a mobile home on a property but there are covenants that apply to the property restricting mobile homes in the subdivision. Dare County would issue a permit for the mobile home regardless of the covenants. Zoning and covenants are usually in sync but that is not always the case. It is not the responsibility of Dare County to know what covenants apply to a property. As part of the zoning/building permit review process, the Planning staff does not research restrictive covenants. It is the responsibility of a property owner to know what covenant restrictions apply to the property and to act accordingly. For residential subdivisions, covenants generally limit development to one single family home per lot with accessory buildings such as detached garages. Because of this fact, the ADUs were not considered for the single family districts.

There are properties in unincorporated Dare County that are not in platted subdivisions or were developed as smaller subdivisions not subject to Board review. These properties generally do not have restrictive covenants and development on these properties are limited solely by zoning regulations. The location of ADUs on these

properties could occur if zoning requirements were amended and wastewater regulations could be secured.

### ACCESSORY DWELLING UNITS VERSUS ACCESSORY BUILDINGS

ADUs are secondary dwellings, either attached to or detached from, the principal dwelling unit. They are subordinate in size to the principal dwelling unit. ADUs are different from an accessory building in that an ADU is considered an independent dwelling unit with full cooking, sleeping and living facilities. The determining factor between an ADU and accessory building is the presence of a stove or cooktop and its associated electrical service. An accessory building that includes a microwave and/or refrigerator is considered an accessory building and would be permitted in a single family zoning district such as R-1. If a stove was proposed for the structure, we would not issue a permit for the building since the stove makes it an ADU, currently not permitted in the R-1 district.

### ANALYSIS OF ZONING DISTRICTS

As noted earlier, the idea was not examined in depth because of concerns about conflicts with covenants and how cumbersome this would be on the Planning staff. In analyzing the zoning maps, staff is aware of the areas where restrictive covenants apply or where there is a high likelihood restrictive covenants apply. I offer the following review of each district:

NH (Natural Historic) – applies on Roanoke Island, Hatteras village, Stumpy Point, Manns Harbor and Colington. The NH is applied to the Heritage Point Subdivision on Roanoke Island, which has restricted covenants. The other areas of NH are large wetland expanses that are most likely not suitable for development.

*Recommendation: Should be excluded from consideration due to these issues.*

CPR (Conservation Public Recreation) –applies to the north end of Roanoke Island and includes the Croatan Woods Subdivision, which has restricted covenants.

*Recommendation: Should be excluded from consideration because of likely covenant restrictions.*

BNH (Buxton Natural Historic) – applies to the old coast guard base housing area only.

*Recommendation: Should be excluded from consideration since land is already developed.*

ELNH (East Lake Natural Historic) – Applies in East Lake, includes some privately-owned land but mostly federal property.

*Recommendation: Consider extension of ADU regulations for those properties not in a subdivision or able to demonstrate no covenant issue.*

RS-1 (single family residential) applies in Colington and Hatteras village to platted subdivisions.

*Recommendation: Should be excluded from consideration because of likely covenant restrictions.*

MP-1 (Martin's Point) – applies to the residential sections of the Martin's Point Subdivision, active homeowners association.

*Recommendation: Should be excluded from recommendation due to covenants.*

R-1 (Residential) applies in Roanoke Island, Colington, Avon and Buxton.

*Recommendation: Consider extension of ADU regulations for those properties not in a subdivision, properties in smaller subdivisions with no covenants or where property owners are able to demonstrate no covenant conflict.*

R-1A (Residential Alternative) Applies to the Baum Bay Harbor Subdivision only, most likely restrictive covenants.

*Recommendation: Should be excluded from consideration because of likely covenant restrictions.*

SP-2 (Alternative Residential) Applies in Stumpy Point

*Recommendation: Should be excluded from consideration because wastewater capacity.*

R-4 (Residential) Applies to the Colington Harbour Subdivision, active homeowners association.

*Recommendation: Should be excluded from recommendation due to covenants.*

SED-1 (Special Environmental District) Applies to the Buxton Woods areas of Buxton and Frisco.

*Recommendation: Should be excluded from consideration due to SED-1 zoning. This is are most restrictive zoning district and limits vegetation removal to protect the vegetative canopy and the underlying aquifer.*

#### ADMINISTRATION OF REGULATIONS IF ADUs ALLOWED in R1 and ELNH

The main issue will be how property owners would demonstrate the absence of a covenant restriction in platted subdivisions. For property not in subdivisions, there would be no issue. For older subdivisions where staff is uncertain of the status of covenants, the burden of proof would be on the property owner. How this is documented and verified is the issue. I suggest documentation from an attorney outlining title research and stating a conclusion of whether or not a covenant applies to the property.

## ADUs REGULATIONS

The regulations for ADUs adopted in 2018 include a size limit, a long-term occupancy condition and an increase in lot coverage for the ADU. These same conditions can be applied in the R-1 and ELNH districts. In 2018, it was noted that the long-term occupancy condition would be problematic to document and enforce but was included anyway since the goal was to generate construction of year-round housing opportunities. Since that time, there seems to be a shift in thinking that any additional housing units would be beneficial since the lack of inventory is acute. If it is the consensus of the Board to consider no occupancy condition for the R-1 and ELNH districts, then the condition should also be removed from the other districts in which it applies.

## NEXT STEPS

If the Board wishes to further this discussion for formal consideration and hearing, a recommendation from the Planning Board is needed. Directions to the Planning Board and staff to draft language for the extension of the ADU regulations to the R-1 and ELNH districts and to draft administration procedures for review and permitting of ADUs in these districts would be the official action at this time.

Motion: "I move that the Planning Board be directed to draft language for the extension of regulations for permitting accessory dwelling units in the R-1 and ELNH districts. This language should include procedures for administration of the regulations to document the absence of restrictive private covenants that may conflict with the zoning regulations."



*Consent Agenda*

**Description**

1. Approval of Minutes (01/03/22)
2. DHHS - Social Services Low Income Energy Assistance Program Budget Amendment
3. Budget Amendment - More Beach to Love - Marketing
4. Tax Collector's Report - November and December, 2021

**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.

**Board Action Requested**

Approve Previous Minutes

**Item Presenter**

Robert Outten, County Manager



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

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## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

**9:00 a.m., January 3, 2022**

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

Commissioners absent: None

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

A full and complete account of the entire Board of Commissioners meeting is archived on a video that is available for viewing on the Dare County website [www.darenc.com](http://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. Rev. Cherri Wheeler shared a prayer and then Chairman Woodard led the Pledge of Allegiance to the flag.

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

Following is a brief outline of the items mentioned by Chairman Woodard during his opening remarks:

- There was a coastal flood advisory for northern Outer Banks through Tuesday. Winds of 35-45 with gusts of 60 mph with high surf advisory. There was already over wash reported in Buxton.
- Provided a State COVID-19 update. 18,000 cases in December with over 2,200 hospitalized in North Carolina. He encouraged the continuous practice of the 3 W's.
- Wished everyone a happy new year. Announced he would be presenting the virtual State of the County Report on January 19, at 2:00 p.m.

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

- 1) David White, Chief Real Property Appraiser, received a 15-year pin.
- 2) David Bryan, Sheriff Dept. Investigator, received a 15-year pin.
- 3) Richard Burke, Distribution System Specialist, received a 20-year pin.

#### **ITEM 3 – EMPLOYEE OF THE MONTH – January, 2022**

Capt. Jeff Mitchell received the Employee of the Month award from Chief Jennie Collins. He has been with the county for twenty-one years. Jeff is an asset with training quizzes, tracking the fleet maintenance in the Dare EMS Department and helps with vehicle designs.



#### **ITEM 4 – PUBLIC COMMENTS**

At 9:24 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. Following is a summary of all citizen remarks:

*The following comments were made in Manteo*

1. Amy Basnight, Adoration Hospice Director, reported favorably on the hiring and training of staff. The Outer Banks Voice would have a more detailed upcoming interview of Adoration's services.
2. John Thomas, of Manns Harbor, spoke about a disputed driveway to Commissioner Tobin's residence.

*There were no comments made in Buxton. Public Comments closed at 9:29 a.m.*

#### **ITEM 5 – PUBLIC HEARING – REQUEST TO CLOSE A PORTION OF BEACON ROAD IN RODANTHE (Att. #1)**

At 9:29 a.m. the Board held a Public Hearing to receive input concerning this item. No one responded to the invitation to address the Board on this issue. The County Manager closed the Public Hearing at 9:30 a.m. Noah Gillam, Asst. Planning Director, stated the applicants requested permanent closure of the unimproved eastern terminus and cul-de-sac portion of Beacon Road. David Dixon, attorney for the applicants, added the area in question was not used as a road and was actually now sand and dunes. The oceanside homes would receive the benefit of the closure and avoid environmental and safety hazards. Mr. Outten noted title to the abandoned property would go to the adjoining landowners. He asked how the owners of the Tatum and Special K's property would have access. Mr. Dixon referred to a 20 foot easement on a plat he presented marked Attachment A. It also reflected an 8 foot easement which he explained was for beach access for the seven lot owners of the subdivision and not the general public. Mr. Outten stated there was no conditional closure clauses mentioned in the statute for road abandonment. Mr. Dixon said there was no road there now and tourists or locals accessing the ocean were already traversing private property. He stated the 20 foot easement addressed the concerns of the Fire Marshal. The road closure would add property to lots 3, 4, 5, 6 and 7. Commissioner Bateman asked if the road closure would then deny access to the ocean to everyone except the seven landowners. Mr. Dixon stated there had never been public right of access there. Discussion continued and Mr. Outten asked if abandoning the road 10' feet on either side of the center line would work with a new attachment A that gave the calls of the dotted line. Instead of abandoning the whole cul-de-sac, there would be a twenty foot strip down the middle that would connect to Beacon Road and dead end into the 8' access easement. Mr. Outten explained there would be a need for a new Attachment A with proper calls and re-advertisement of the request. Mr. Dixon agreed and on behalf of his clients would provide a new exhibit for another scheduled public hearing.

Eric Saks, owner of 23292 E. Beacon Road, (Lot 7), stated the public used his property for public access. The storms and nor'easters continue to wash out the property. Gaining the additional property would allow him to put the septic field further away from the ocean.

**No action was taken on this item.** A full account of the discussion on this item is available for viewing on the Dare County website.

**ITEM 6 – PRESENTATION OF FISCAL YEAR 2021 AUDIT REPORT**

Bob Taylor, of Potter & Company, and Dave Clawson presented the June 30, 2021 audit and the Annual Comprehensive Annual Report. There were four separate audits opinions without exceptions. Commissioner Ross acknowledged the county had received its thirtieth consecutive Certificate of Achievement from the GFOA. Mr. Taylor pointed out the growth on taxable items had been extraordinary. The General Fund had added \$10 million to the fund balance due to significant growth. The water fund had had a good year with a \$300,000 revenue increase. The property tax collection rate was nearly at 100%. Mr. Clawson provided a PowerPoint (see archived video) summarizing the county's finances. The insurance fund had an ending balance of \$4,235,070 with benefit payments down 14.81%. He advised next year a consultant would look at the fund balance and deductibles for property, liability and workers compensation. Chairman Woodard commented the net benefit cost was attributable to the creation of the Wellness Program. The water fund had 587 new connections with a peak daily demand of 13.200 mg. Beach nourishment funds ended at \$33 million, when the model had projected \$27 million. Mr. Clawson said one piece of data rating agencies reviewed was the General Fund Debt Service as a percentage of expenditures. The county's was 13.70. Chairman Woodard thanked Mr. Taylor and Mr. Clawson for the fine report.

**ITEM 7 – BANKING SERVICES CONTRACT RENEWAL**

Dave Clawson advised the County's current agreement with PNC Bank was up for five-year renewal. Services included providing deposit services, lockbox and integrated receivables. Prices were based on what services were used each month at a fixed rate.

**MOTION**

Vice-Chairman Overman motioned to approve the five-year renewal with PNC Bank. Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

**ITEM 8 – EXTENSION REQUEST FOR WAVES RETREAT SPECIAL USE PERMIT**

With parties under oath, Mrs. Creef explained Quible and Associates, for Waves Retreat LLC, had submitted a request to extend the approval period of their cluster home development. The project had experienced delays and desired another 24-month approval period for the Special Use Permit. All conditions imposed in SUP-3-2020 would remain in full effect.

**MOTION**

Commissioner Couch motioned an additional 24 months be granted to Waves Retreat, LLC. Commissioners House and Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 9 – JULIA TAFT – BUXTON ZONING MAP AMENDMENT APPLICATION**

A rezoning request had been made by Julia Taft to rezone 48651 NC 12 Highway in Buxton. The building had been used as a childcare facility and she wanted to remodel the building in order to provide apartments for workforce employee housing.

**MOTION**

Commissioners House and Tobin motioned to schedule a public hearing on January 18, 2022, at 5:30 p.m., for the zoning map amendment request.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

**ITEM 10 – RFQ FOR STORMWATER MASTER PLAN UPDATE**

Barton Grover, Grants & Waterways Administrator, presented the five statements for qualifications for a consultant to provide engineering services to update the 2001 Stormwater Master Plan, identify and map county stormwater infrastructure and design projects for two critical areas prone to flooding. WithersRavenel was recommended as the engineering firm to update the Stormwater Master Plan. Commissioner Ross asked about the timeframe for plan implementation and Mr. Outten said approximately twelve months.

**MOTION**

Commissioner House motioned to approve WithersRavenel as engineering firm to update the Stormwater Master Plan and authorize the County Manager to negotiate a contract.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 11 – RESOLUTION: APPLICATION FOR RULEMAKING FOR NO WAKE ZONE EXTENSION IN AVON (Att. #2)**

Barton Grover presented that the NC Wildlife Resources Commission had completed an assessment of the waters in Avon east of Big Island and found boater safety hazards. They recommended extending the existing no wake zone. The process requires that Dare County submit a resolution and application to the Wildlife Resources Commission which requests rulemaking in the area of concern. Once approved, there would be a 60-day public comment period and the WRC could consider the no wake zone extension at their next official meeting. Maps of the area and a report were provided for review. Two buoys would be installed.

**MOTION**

Commissioner House motioned to adopt the resolution to submit application for rulemaking for the no wake zone extension in Avon.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

***Recess was called at 10: 44 a.m. and the meeting reconvened at 10:58 a.m.***

**ITEM 12 – DARE COUNTY BEACH NOURISHMENT – TOWNS PROJECT**

On December 6, 2021, the Board approved Weeks Marine as the low bidder for the beach nourishment projects for Duck, Southern Shores, Kitty Hawk and Kill Devil Hills. Mr. Outten stated the next step would be to issue the Notice of Award and execute the Owner/Contractor Agreement with Weeks Marine.

**MOTION**

Commissioner House motioned to approve the Owner/Contractor Agreement and authorize the County Manager to sign the agreement.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 13 – CAPITAL PROJECT ORDINANCE FOR AVON/BUXTON BEACH NOURISHMENT PROJECT**

Dave Clawson explained this item was presented to update the budget (capital project ordinance) for the Avon/Buxton beach nourishment project. There were four items not yet set: Coastal Science Engineering post construction monitoring and testing, Buxton and Avon

sand fencing and vegetation and debt costs of issuance. Mr. Clawson advised FEMA would pay for all sand fencing and vegetation in Buxton.

**MOTION**

Commissioner Couch motioned to adopt amendment to the Capital Project Ordinance.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**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 (Att. #3)**

Mr. Clawson presented the resolution to the Board which declared the intent for the County to reimburse itself for capital expenditures from the proceeds of certain tax exempt obligations (Buxton/Avon beach nourishment project).

**MOTION**

Commissioner Couch motioned to adopt the Resolution.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 15 – RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NC, 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 (Att. #4)**

Mr. Clawson's summarized the resolution would begin the process to issue debt to finance the Buxton/Avon beach nourishment project. He provided a schedule for the financing. A public hearing would need to be scheduled to approve the execution of the contract. The resolution presented would authorize the County Manager and Finance Director to proceed with the contract for an amount not to exceed \$28,500,000, to retain Parker Poe Adams & Bernstein as bond counsel, DEC & Assoc. as financial advisor, The Bank of New York Mellon Trust Co. as trustee and Piper Sandler & Co. as placement agent.

**MOTION**

Vice-Chairman Overman motioned to adopt the resolution which sets a public hearing for January 18, 2022, at 5:00 p.m., for approval of the execution and delivery of the contract amendment.

Commissioners Bateman and Tobin seconded the motion.

VOTE: AYES unanimous

**ITEM 16 – REVIEW OF 2022-2023 GRANT APPLICATION FROM THE ECONOMIC IMPROVEMENT COUNCIL**

This item presented the Economic Improvement Council's 2022-23 Community Services Block Grant Program for funding. The federal grant in the amount of \$362,808 was designed to help support a wide range of community-based activities to reduce poverty, assist in securing low-income individuals with employment, training, education and housing. Head-Start Programs and other regional Northeastern Carolina community services were also offered. The EIC serves the counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Perquimans, Pasquotank, Tyrrell and Washington. The Board reviewed the grant application and made no additional comments.

### **ITEM 17 – LARGE ITEM PICK UP BUDGET AMENDMENT**

Mr. Outten explained the Dare County Public Works Department was unable to conduct the annual large item pick up due to continued staffing shortages. An RFP was advertised to solicit a qualified company to perform the service. The low bid was submitted and awarded to SDR, a debris management company. A budget amendment for the cost of the project was presented. The one-time project would be paid from lapsed salaries and the sanitation fund. Mr. Outten added there may be rate structure increases in the next budget cycle.

#### **MOTION**

Commissioner House motioned to approve the budget amendment.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

### **ITEM 18– CONSENT AGENDA**

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

#### **MOTION**

Commissioner Bateman motioned to approve the Consent Agenda:

- 1) Approval of Minutes (12.06.21) (12.20.22) **(Att. #5A, B & C)**
- 2) DHHS – Social Services Low Income Household Water Assistance Program Budget Amendment
- 3) Dare County Fire Extinguisher Service Contract
- 4) Budget Amendment & Change to Capital Project Ordinance for Cooperative Extension
- 5) Budget Amendment for Oil Spill Exercise Grant
- 6) Budget Amendment: Dare MedFlight

Commissioner House seconded the motion.

VOTE: AYES unanimous

Chairman Woodard asked for an update on the MedFlight's rotor situation. Mr. Outten explained they would be transitioning to a five rotor system to resolve the vibration problem. There would be a rental replacement helicopter for the down time to be scheduled soon. Commissioner Bateman asked about a new NC statute which could prevent future MedFlight billing. Mr. Outten indicated the county properly discloses the billing and he would research the particulars of the new statute further.

### **ITEM 19 – BOARD APPOINTMENTS**

#### 1) Stumpy Point Community Center Board

Vice-Chairman Overman motioned to appoint Tammie Perry-Inscore to fill term of Sheila Golden through August, 2022.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

#### 2) Planning Board

Vice-Chairman Overman motioned to reappoint James "Buddy" Shelton and Terry Gore.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

#### 3) Upcoming Board Appointments

The upcoming Board appointments for February, March and April, 2022 were announced.

## **ITEM 20 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS**

Following is a brief summary of remarks:

### Commissioner Couch

- Noted the south end of Dare County had been busy. 2022 would be an exciting year with the completion of the COA and a number of other upcoming projects in progress.

Commissioner Bateman wished everyone a happy new year.

### Vice-Chairman Overman

- Congratulated the service pin recipients and the employee of the month.
- Advised after considerable thought he wanted the ordinance for accessory dwelling units revisited due to the critical housing situation. Donna Creef would be at the next board meeting to discuss in more detail.
- He wished everyone a happy new year.

### Commissioner House

- Wished everyone a happy new year. He noted Betty White, an actress who had brought Hollywood to modern times with a comedic view, had passed away.
- Remembrance of history today: In 1959 Fidel Castro had taken over the Cuban army.
- Showed an excerpt of a video to bring insight into the commercial fishing industry in Dare County. The full-length video could be seen on YouTube and Current TV.
- Mentioned there would be additional meetings regarding off-shore wind farms which could also impact the area fishing industry and environment.

### Commissioner Ross

- Commented John Madden, a giant in football, had recently passed away.
- Agreed the COVID-19 numbers had risen. He noted with the high case count that approximately 40% infected had been fully vaccinated.
- The Rose Bowl (Utah State v Ohio State) was “one for the ages”.
- Reported the new cancer center had a goal of raising half of their construction funds before breaking ground. They had exceeded their goal with \$3.6 million raised.

### Commissioner Tobin

- Gave the background of North Carolina’s oldest microbrewery, the Weeping Radish, which had been owned by Uli Bennewitz since 1986. With the help of Sen. Marc Basnight, the laws surrounding breweries in the state had been changed. After more than thirty years, Bennewitz had retired, sold the business and he wished him well.

## **MANAGER’S/ATTORNEY’S BUSINESS**

Mr. Outten revisited Commissioner Bateman’s question regarding transportation fees for MedFlight. He had confirmed with Chief Collins that the county had been requiring written consent for the service. His initial summary of the act indicated the new legislation addressed issues to protect patients from out-of-network rates.

Dorothy Hester reported there as a community survey under way to assist with the new county website redesign. Almost two hundred responses had been received so far. She encouraged everyone to share their ideas for the redesign which may be complete by fall.

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 11:47 a.m., the Board of Commissioners adjourned until 5:00 p.m., January 18, 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. Each speaker's position has been summarized. Attempts have been made to accurately reflect the spelling of each name as spoken at the podium or based on the legibility of the sign-in sheet.



*DHHS - Social Services Low Income Energy Assistance Program Budget Amendment*

**Description**

This is to budget additional funding for the Low Income Energy Assistance Program (LIEAP - ARPA). These funds assist with energy bills. These funds are 100% federal and there is no effect on county dollars.

**Board Action Requested**

Approve amendment

**Item Presenter**

n/a



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# DARE COUNTY

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## BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u>					
<u>Revenues:</u>					
St & Fed Aid - Admin	103026	423001		141,785	
 <u>Expenditures:</u>					
Low Income Energy Asst.	104611	580120		141,785	

**Explanation:**

This is to budget additional funding for the Low Income Energy Assitance Program (LIEAP - ARPA). These funds assist with energy bills. These 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****FUNDING SOURCE: LIEAP ARPA****EFFECTIVE DATE: 12/1/2021****AUTHORIZATION NUMBER: 1****ALLOCATION PERIOD****FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS****FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS**

Co. No.	COUNTY	Federal
01	ALAMANCE	1,112,382
02	ALEXANDER	194,542
03	ALLEGHANY	81,608
04	ANSON	268,455
05	ASHE	186,269
06	AVERY	102,438
07	BEAUFORT	417,905
08	BERTIE	227,971
09	BLADEN	348,290
10	BRUNSWICK	688,354
11	BUNCOMBE	1,483,989
12	BURKE	661,114
13	CABARRUS	879,378
14	CALDWELL	526,850
15	CAMDEN	37,628
16	CARTERET	340,482
17	CASWELL	188,297
18	CATAWBA	975,111
19	CHATHAM	266,989
20	CHEROKEE	224,511
21	CHOWAN	131,967
22	CLAY	75,521
23	CLEVELAND	940,822
24	COLUMBUS	559,539
25	CRAVEN	625,717
26	CUMBERLAND	2,961,784
27	CURRITUCK	98,346
28	DARE	141,785
29	DAVIDSON	1,172,791
30	DAVIE	211,536
31	DUPLIN	433,645
32	DURHAM	1,902,305
33	EDGECOMBE	622,713
34	FORSYTH	2,560,630
35	FRANKLIN	389,958
36	GASTON	1,448,821
37	GATES	79,056
38	GRAHAM	64,694
39	GRANVILLE	370,303
40	GREENE	182,899
41	GUILFORD	3,953,274
42	HALIFAX	645,904
43	HARNETT	895,230
44	HAYWOOD	352,374
45	HENDERSON	522,507
46	HERTFORD	266,756
47	HOKE	431,759
48	HYDE	44,692
49	IREDELL	635,331
50	JACKSON	280,336



*Budget Amendment - More Beach to Love  
Marketing*

**Description**

With beach nourishment projects in 2022 scheduled for Duck, Southern Shores, Kitty Hawk, Kill Devil Hills, Nags Head, Avon and Buxton, a committee of communicators from Dare County Public Relations and the towns are working to develop a marketing plan similar to what was used in 2017 to keep the public well informed. This includes print, online and radio advertising, along with printed brochures. The attached budget amendment allocates \$20,000 from the beach nourishment fund balance to cover marketing efforts for More Beach to Love in 2022.

**Board Action Requested**

Approval of budget amendment

**Item Presenter**

Dorothy Hester, Public Information Officer

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# **DARE COUNTY**

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## **BUDGET AMENDMENT**

**F/Y 2021-2022**

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u> Beach Nourishment					
<u>Revenues:</u>					
Appropriated Fund Balance	223090	499900		20,000	
 <u>Expenditures:</u>					
Advertising & Promotion	224580	525600		20,000	

**Explanation:**

Funds will be used to develop and implement a marketing plan for the 2022 beach nourishment projects.

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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



*Tax Collector's Report*

**Description**

November 2021 Discoveries over \$100  
November 2021 Releases over \$100  
November 2021 Refunds over \$100  
November 2021 NCVTS Refunds over \$100  
December 2021 Discoveries over \$100  
December 2021 Releases over \$100  
December 2021 Refunds over \$100  
December 2021 NCVTS Refunds over \$100

**Board Action Requested**

Approved

**Item Presenter**

Becky Huff, Tax Collector

# Discovery Report for REAL ESTATE and PERSONAL PROPERTY

(Discoveries over \$100.00 )

MONTH: November

Date Range: 11/1/2021 - 11/30/2021

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel	Bill Year	Reason	Value Discovered	Tax Discovered
KESSLER, GLENN C	018521006	2021	Mobile Home value correction	18,884.00	649.94
				<u>18,884.00</u>	<u>649.94</u>

# Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00) )

MONTH: November

DATE RANGE: 11/1/2021 - 11/30/2021

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel#</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Value Released</u>	<u>Tax Released</u>
CORCORAN, DAVID DANIEL	024652044	2021	Removal of boats	-24,152.00	<b>-127.30</b>
ROBERT W VERBANIK CPA, P C	976700019	2021	Business closed	-16,773.00	<b>-137.65</b>
H E G AUDIO INC	970263000	2021	Business closed	-23,596.00	<b>-103.95</b>
YADKIN BANK	972942000	2021	Duplicate bills - billed to First National	-93,839.00	<b>-656.81</b>
YADKIN BANK	972942000	2019	Duplicate bills - billed to First National	-96,739.00	<b>-734.25</b>
YADKIN BANK	972942000	2020	Duplicate bills - billed to First National	-94,805.00	<b>-621.85</b>
YADKIN BANK	972940000	2019	Duplicate bills - billed to First National	-36,094.00	<b>-289.08</b>
YADKIN BANK	972940000	2020	Duplicate bills - billed to First National	-30,491.00	<b>-208.67</b>
YADKIN BANK	972940000	2021	Duplicate bills - billed to First National	-25,136.00	<b>-172.40</b>
YADKIN BANK	970636000	2021	Duplicate bills - billed to First National	-76,990.00	<b>-631.77</b>
YADKIN BANK	970636000	2019	Duplicate bills - billed to First National	-83,569.00	<b>-772.18</b>
YADKIN BANK	970636000	2020	Duplicate bills - billed to First National	-79,936.00	<b>-655.95</b>
YADKIN BANK	975004000	2021	Duplicate bills - billed to First National	-42,541.00	<b>-285.04</b>
YADKIN BANK	975004000	2019	Duplicate bills - billed to First National	-48,580.00	<b>-346.87</b>
YADKIN BANK	975004000	2020	Duplicate bills - billed to First National	-45,121.00	<b>-276.81</b>
YADKIN BANK	972939000	2019	Duplicate bills - billed to First National	-106,122.00	<b>-548.65</b>
YADKIN BANK	972939000	2020	Duplicate bills - billed to First National	-99,003.00	<b>-436.16</b>
YADKIN BANK	972939000	2021	Duplicate bills - billed to First National	-92,595.00	<b>-407.92</b>

# Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00) )

MONTH: November

DATE RANGE: 11/1/2021 - 11/30/2021

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel#</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Value Released</u>	<u>Tax Released</u>
ROUNTREE, RITA EURE	938638000	2021	DMV tagged RV	-43,456.00	-257.61
<b>Total Tax Released:</b>					<b>-7,670.92</b>



# Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00 )

**MONTH:** November      **Date Range:** 11/1/2021 - 11/30/2021      **SUBMITTED BY:** Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Refund Amount</u>
OLDS, WILBERT ROSCOE JR	000754000	2021	Overpayment	-1,468.87
WALKER, CHRISTOPHER A	024948003	2012	Overpayment	-425.00
ORWIG, JOSHUA M	001252000	2021	Overpayment	-2,428.81
KRUEGER, C NORMAN	002815000	2021	Overpayment	-1,700.00
HOCKADAY, DOUGLAS RAY	003136019	2021	Overpayment	-3,344.88
CHANG, BIH CHYI	003294000	2021	Overpayment	-2,431.69
PETTIT, WILLIAM HOWARD III	003999000	2021	Overpayment	-2,472.58
ROOK-MARINAK, KRISTINE A	004174000	2021	Overpayment	-676.39
ROSE, JAMES M JR	004503000	2021	Overpayment	-1,834.39
PODSTAWSKI, ROBERT M	006861000	2021	Overpayment	-1,068.04
HUBBELL, MICHAEL G	007915000	2021	Overpayment	-1,550.04
EVERETT, DANIEL A	008075405	2021	Overpayment	-1,206.12
SHOCKLEY, OLIN BARRY	008286005	2021	Overpayment	-3,091.50
ESSIG, DAVID ANDREW	008870000	2021	Overpayment	-1,916.70
VOSLOW, MICHAEL G	009095000	2021	Overpayment	-2,272.84
NAST, JAMES M	009629000	2021	Overpayment	-880.43
113 BAYBERRY DRIVE LLC	009850000	2021	Overpayment	-131.54
PORTLAND MEDICAL PROPERTIES LLC	010067026	2021	Overpayment	-5,150.18
WENK, JOHN D	010067120	2021	Overpayment	-540.00
CAPPO PROPERTIES, LLC	010247002	2021	Overpayment	-3,101.12
MAYHUE, KRISTINE E	010448000	2021	Overpayment	-2,247.75
5022 NVDT LLC	010687001	2021	Overpayment	-8,181.17
BRINDLEY, DOUGLAS R	010980000	2021	Overpayment	-4,232.86
HARMAN, MICHAEL GRAY JR	011088000	2021	Overpayment	-2,892.22
DOYLE, JAMES M	011346000	2021	Overpayment	-1,089.36
GODBY, BRANDON RAY	012171008	2021	Overpayment	-1,926.90
LAWRENCE, PATRICIA M TTEE	013103000	2021	Overpayment	-228.80
MACKIN, GLENN R	013512000	2021	Overpayment	-332.50
PUHLICK, DANIEL P	013648006	2021	Overpayment	-1,158.16
DANIELS, ROBERT J	014976001	2021	Overpayment	-1,410.71
LOEBSACK, MILFORD J JR	015579001	2021	Overpayment	-1,188.39
MAXWELL, JENNIFER G	015641000	2021	Overpayment	-534.81
THOR, JENNIFER ANNE	017220008	2021	Overpayment	-1,706.45
COLLIER, EDWARD GREGORY	018642000	2021	Overpayment	-1,950.52
CHISENHALL, JERRY L	018788114	2021	Overpayment	-500.00
LEE, AMANDA NICOLE	019189000	2021	Overpayment	-1,524.60
MILLER, LINDA D	019353000	2021	Overpayment	-1,786.57

# Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00 )

**MONTH:** November      **Date Range:** 11/1/2021 - 11/30/2021      **SUBMITTED BY:** Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Refund Amount</u>
EDER, MICHAEL JAMES	019463000	2021	Overpayment	-1,398.76
THOMPSON, FREDERICK M SR	020062000	2021	Overpayment	-1,530.19
FITZGERALD, MICHAEL J	020119000	2021	Overpayment	-1,338.48
FORD, KEVIN	020361000	2021	Overpayment	-1,396.94
DUTT, MONISH K	020509000	2021	Overpayment	-133.72
JOYNER, LAWRENCE CHRISTIAN JR	020684000	2021	Overpayment	-600.00
SCHNECK, RICK JAMES	020904029	2021	Overpayment	-2,767.88
CASISA, ANTHONY B	022031000	2021	Overpayment	-2,355.58
VINCENT, JEREMY	022383546	2021	Overpayment	-2,457.39
DOUGHERTY, PAUL E	022519080	2021	Overpayment	-2,115.06
DARRELL, TODD DALLAS	022681000	2021	Overpayment	-2,036.80
WHITFIELD, CHERYL D	023043000	2021	Overpayment	-574.54
CARSON, GILBERT M JR	023223000	2021	Overpayment	-4,028.12
BRADLEY, EVA JESSICA	023526000	2021	Overpayment	-911.12
FOLSOM, BRENDA L	023870000	2021	Overpayment	-1,080.70
CAREY, STEPHANIE LEE	024360000	2021	Overpayment	-435.39
DZIELINSKI, BRUCE J	024410024	2021	Overpayment	-635.67
LEAL, DAVID	024526056	2021	Overpayment	-1,620.32
SARLO, RYAN F	024645007	2021	Overpayment	-358.16
TAYLOR, THERESA NICOLLETA	024780023	2021	Overpayment	-1,799.36
LEES, RICHARD W TTEE	024961425	2021	Overpayment	-202.30
BARRERA, SANTIAGO ALVAREZ	025324005	2021	Overpayment	-261.13
MILLER, LOIS LYDIA	025349000	2021	Overpayment	-517.39
KING, SHERMAN DEWAYNE	025694058	2021	Overpayment	-4,116.22
EVANS, THOMAS WILLIAM	025694074	2021	Overpayment	-3,588.27
DANCHISE, PATRICIA P	025994000	2021	Overpayment	-1,338.40
ROLLINSON, VICTOR L JR	026030000	2021	Overpayment	-895.75
THE NUTMEG GROUP LLC	026379603	2021	Overpayment	-433.61
HICKMAN, JOANTHAN GT	026414000	2021	Overpayment	-1,550.77
LYONS, GEOFFREY W	027174000	2021	Overpayment	-461.67
GARCIA, VICTOR L	027505633	2021	Overpayment	-2,529.19
DALTON, STEPHEN M	027546085	2021	Overpayment	-2,773.20
STALEY, ALLAN R	029486000	2021	Overpayment	-2,676.22
RYDER, JEFFREY D	030699000	2021	Overpayment	-1,878.52
SEALURE COTTAGE	7077	2020	Overpayment	-249.00
SEALURE COTTAGE	7077	2020	Overpayment	-344.70



# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

November 2021

Payee Name	Secondary Owner	Address 1	Address 3	Tax Jurisdiction	Change	Interest Change	Total Change
PARKER, JUDY HUDSON	PARKER, DENNIS PAUL	114 DUCK WOODS DR	SOUTHERN SHORES, NC 27949	C99	(\$142.61)	\$0.00	(\$142.61)
				T20	(\$69.72)	\$0.00	(\$69.72)
				<b>Refund</b>			<b>\$212.33</b>
TRABER, JOHN PATRICK	TRABER, SARA BETH	1404 HARBOUR VIEW DR	KILL DEVIL HILLS, NC 27948	C99	(\$69.31)	\$0.00	(\$69.31)
				F50	(\$19.81)	\$0.00	(\$19.81)
				S99	(\$15.33)	\$0.00	(\$15.33)
				<b>Refund</b>			<b>\$104.45</b>
				<b>Refund Total</b>			<b>\$316.78</b>

Tax	District Type	Net Change
C99	COUNTY	(\$211.92)
T20	CITY	(\$69.72)
F50	FIRE	(\$19.81)
S99	SPECIAL	(\$15.33)
Total		(\$316.78)

# Discovery Report for REAL ESTATE and PERSONAL PROPERTY

(Discoveries over \$100.00)

MONTH: December

12/1/2021 - 12/31/2021

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Value Discovered</u>	<u>Tax Discovered</u>
ROBERTS, GREGORY A	025670000	2021	Removal of Exemption Status	333,100.00	4,969.86
				<b>333,100.00</b>	<b>4,969.86</b>

# Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00) )

MONTH: December

DATE RANGE: 12/1/2021 - 12/31/2021

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel#</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Value Released</u>	<u>Tax Released</u>
HAWTHORNE, JOHN B II	014693011	2021	REVISE TO EXEMPT	-45,000.00	-274.10
<b>Total Tax Released:</b>					<b>-274.10</b>

## Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00 )

MONTH: December

Date Range: 12/1/2021 - 12/31/2021

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Refund Amount</u>
DENNY, W WAYNE	000559000	2021	Overpayment	-2,223.46
KLOTZ, CHRISTOPHER L	003743000	2021	Overpayment	-3,923.37
WANG, KE YUN	004505002	2021	Overpayment	-1,894.19
MCCALL, OTTIS TERRY SR	006193066	2021	Overpayment	-370.56
BRYANT, MICHAEL EUGENE	008075412	2021	Overpayment	-1,122.54
OTZELBERGER, NICHOLAS G	008164158	2021	Overpayment	-1,767.31
MAZUKA, KAREN	009096000	2021	Overpayment	-1,888.76
FIDD, THOMAS J	009715000	2021	Overpayment	-711.49
FISCHER, MICHAEL R	009717000	2021	Overpayment	-3,531.96
ANDERSON, KATHLEEN MCLEAR	010499004	2021	Overpayment	-2,093.09
HELENO, JOHATHAN M	014336104	2021	Overpayment	-962.56
GRAY, SAUNDERS P JR	014673000	2021	Overpayment	-411.45
TATE, SCOTT	016480011	2021	Overpayment	-1,166.48
EXTON, KEITH J	017305065	2021	Overpayment	-339.13
KRONEBUSCH, JOHN B	020961000	2021	Overpayment	-1,803.28
MARNI, SUDHIR	021228001	2021	Overpayment	-6,469.08
KONRAD, JOHN WILLIAM JR	022007000	2021	Overpayment	-4,650.71
CROTSER, ANTHONY M	024223046	2021	Overpayment	-1,587.44
CORCORAN, DAVID DANIEL	024652044	2021	Removal of boats	-127.30
TILLET, FREDERICK	025727000	2021	Overpayment	-398.09
PRECISE, JOHN G	027839075	2021	Overpayment	-3,405.89
				<b>-40,848.14</b>



# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

December 2021

Payee Name	Secondary Owner	Address 1	Address 3	Refund Reason	Tax Jurisdiction	Change	Interest Change	Total Change
BLACKBURN, LARRY EDWARD	BLACKBURN, JACQUE LYNN YOUNG	34 GINGUITE TRL	SOUTHERN SHORES, NC 27949	Tag Surrender	C99	(\$160.25)	\$0.00	(\$160.25)
					T20	(\$78.35)	\$0.00	(\$78.35)
					T20BN	(\$16.01)	\$0.00	(\$16.01)
					<b>Refund</b>			<b>\$254.61</b>
ETHERIDGE, LAURIS ELWOOD	ETHERIDGE, DELIA GOMEZ	PO BOX 66	WANCHESE, NC 27981	Tag Surrender	C99	(\$156.01)	\$0.00	(\$156.01)
					F51	(\$14.26)	\$0.00	(\$14.26)
					S99	(\$34.51)	\$0.00	(\$34.51)
					Y17	(\$8.61)	\$0.00	(\$8.61)
<b>Refund</b>			<b>\$213.39</b>					
ROSS, THOMAS LEE	ROSS, ANNE ELIZABETH	PO BOX 66	MANTEO, NC 27954	Tag Surrender	C99	(\$111.02)	\$0.00	(\$111.02)
					F51	(\$10.15)	\$0.00	(\$10.15)
					S99	(\$24.56)	\$0.00	(\$24.56)
<b>Refund</b>			<b>\$145.73</b>					
SIMMONS, JAMES MELVIN	SIMMONS, NANCY MOSBERGER	1600 AMES CIR E	CHESAPEAKE, VA 23321	Tag Surrender	C99	(\$106.06)	\$0.00	(\$106.06)
					T14	(\$70.18)	\$0.00	(\$70.18)
<b>Refund</b>			<b>\$176.24</b>					
<b>Refund Total</b>								<b>\$789.97</b>
					<b>Tax</b>	<b>District Type</b>	<b>Net Change</b>	
					C99	COUNTY	(\$533.34)	
					T14	CITY	(\$70.18)	
					T20	CITY	(\$78.35)	
					F51	FIRE	(\$24.41)	
					S99	SPECIAL	(\$59.07)	
					T20BN	SPECIAL	(\$16.01)	
					Y17	SPECIAL	(\$8.61)	
					<b>Refund Total</b>		<b>(\$789.97)</b>	



*Board Appointments*

**Description**

The following Boards have appointments this month:

- 1) Virginia Tillett Center Advisory Board

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager





*Virginia Tillett Center Advisory Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

January, 2022

**BOARD APPOINTMENTS**  
**VIRGINIA TILLET CENTER ADVISORY BOARD**  
(Staggered/Three Year Term)

**Daniel Otte' resigned from the advisory board.**

**The Virginia Tillett Center Advisory Board nominating committee recommends  
Cindy Perry to serve out his unexpired term through August, 2022.**

**Here application follows:**

Other Members: See attached list

**VIRGINIA TILLETTS CENTER ADVISORY BOARD**

**(Three Year Term)**

**This Board advises and promotes goals and policies to enhance  
Dare County Center operations and community outreach.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Rob Ross 105 East Sand Fiddler Court Nags Head, NC 27959 <a href="mailto:Rob.ross@darenc.com">Rob.ross@darenc.com</a> 252-216-6869 (C)	8/23	Apptd. 6/17 Reapptd. 8/20
Teresa Griffin 223 Scuppernong Road. Manteo, NC 27954 <a href="mailto:tgtjames22@gmail.com">tgtjames22@gmail.com</a> 252-475-0173 Completes term of Emily Hall	8/23	Apptd. 7/21
Flossie Tugwell P.O. Box 896 Nags Head, NC 27959 473-5993	8/24	Apptd.8/10 Reapptd. 8/12, 15, 18, 7/21
Mary Pendill 129 Dogwood Circle Manteo, NC 27954 473-3589	8/24	Apptd. 8/14 Reapptd. 8/15, 18. 7/21
Pamela N. Zafra 604 Agona Street Manteo, NC 279545 252-35-6817	8/23	Apptd. 8/20
Lynda Hester, CH. P.O. Box 457 Manteo, NC 27954 <a href="mailto:ljo48@gmail.com">ljo48@gmail.com</a> 252-475-1964	8/22	Apptd. 8/10 Reapptd. 8/13, 16, 19
Mitchell Bateman P.O. Box 100 Wanchese, NC 27981 473-3350	8/23	Apptd.8/14 Reapptd. 8/17, 8/20
Samantha Lock 2621 S. Bridge Lane Nags Head, NC 27959 207-2933(H) 305-1414 (O)	8/23	Apptd. 12/16 Reapptd. 8/17 8/20

Sara J. Hester-Smith P.O. Box 762 Manteo, NC 27954 489-6554 sjoihester@gmail.com	8/22	Apptd. 12/17 Reapptd. 8/19
Daniel Otte'	8/22	Apptd. 8/16 Reapptd. 8/19
185 The Dogwoods Manteo, NC 27954 473-1883(H) 473-8883 (C)		
Reha Otte'	8/22	Apptd. 8/19
185 The Dogwoods Manteo, NC 27954 473-1883(H), 473-8883 (C)		
Tiffany Wescott	8/24	Apptd. 8/15 Reapptd. 8/18, 7/21
P.O. Box 2148 Manteo, NC 27954 216-6341		
Marylou Harris	8/21	Apptd. 7/21
134 Fearing Place Manteo, NC 27954 252-473-2279 (H) 919-880-7465 © mlharris45860@bellsouth.net		

**NOTES:**

**MEETING INFO:** 2<sup>nd</sup> Tuesday -monthly, (except June, July, Aug.) 9 a.m., Dare Center Meeting Room

**CONTACT INFO:** Lynda Hester, Chairman  
Sandy Pace, Director of Dare Center

**MEMBERS COMPENSATED:** No

Flossie Tugwell filled unexpired term of Betty Blanchard, John Sibunka filled unexpired term of Doris Young and Lynda Hester appointed as an additional member 8/10  
John Robbins filled unexpired term of Jimmie Williams 6/12  
Suzy Barrett filled unexpired term of Catherine McCabe 2/13; Ann Groves replaced James Harris 9/13  
Brooke McCord appointed to fill unexpired term of Malcolm Fearing 9/13  
Mitchell Bateman replaced Isabel Cooper 8/14; Mary Pendill filled unexpired term of Betty Mann and Margarette Umphlett replaced Virginia Tillett 12/14  
Tiffany Wescott replaced Suzy Barrett and Anastacia Davis replaced Fred Brumbach 8/15.  
Jean Council replaced James Brown and Daniel Otte' replaced John Robbins 8/16.  
Samantha Brown filled unexpired term of Brook McCord 12/16.  
Robb Ross replaced Margarette Umphlett 6/17; Paula Oliver replaced Bea Basnight 8/17  
Sarah Hester-Smith appointed to fill unexpired term of Jean Farr Council who resigned 12/17  
Lynda Hester, Sara Hester-Smith and Daniel Otte reapptd. 8/19; Reha Otte' apptd 8/5/19 to replace Rodney Benson who resigned; Emily Hall apptd. to fill unexpired term of Paula Oliver 10/19;  
Pamela Zafra to fill position of John Sibunka 8/20;

Flossie Tugwell, Mary Pendill, and Tiffany Wescott reappointed for another term, Marylou Harris replaced Anastacia Davis, Teresa Griffin filled unexpired term of Emily Hall 7/21  
11/15/21 Dare County Board of Commissioners unanimously adopted a Resolution to rename the Dare County Center the Virginia Tillett Center.

**REVISED 01/22**



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** Parks and Recreation Advisory Council  
**2nd Choice** Tourism Board  
**3rd Choice** Dare County Center Advisory Board  
**Name** Cindy Perry  
**Address** PO Box 2441  
**City/State/Zip** Kitty Hawk NC 27949  
**Email** c.cindy18@gmail.com  
**Personal Phone** (252)202-3458  
**Business Phone**  
**Business Address**  
**Occupation** Community Coordinator, Albemarle Adult Local League Coordinator  
**Dare County Resident** YES  
NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background** I graduated from Nansemond Suffolk Academy in 1985. Afterwards, I pursued Business Management and Marketing at Elon College. Then, I graduated from Hicks Academy of Beauty in Norfolk, Va in 1990. In 2013, I became involved with USTA to further my skills in Tournament Directing and Coordinating Adult/Jr Tournaments and Leagues. This provided me the opportunity to attend conferences and classes to facilitate community based programs.

**Business and civic experience and skills** I hold a License of cosmetology in both Virginia and North Carolina. I have operated as an independent contractor and worked from the same business for over 18 years. This provided me the opportunity to work closely with people on a daily basis. As a trained USTA Tournament Director and USTA Local League Coordinator which provides me with the knowledge and tools to assist the community with sports and recreational activities.

**Other boards, Committees, Commissions on which you presently serve** I currently serve as Community Coordinator on the board of Outer Banks Tennis Association and the committee for Special Abilities Tennis 2019-2021 and the Charity Tournament for Love to Remember, 2021.

## REFERENCE #1

**Name** Charlotte Midgett-Winstead  
**Business** Leisure services supervisor for northern beach division

Address 602 Mustain St, Kill Devil Hills

Phone (252)473-8001

REFERENCE #2

Name Monica Thibodeau

Business Carolina Designs

Address

Phone (252)202-7739

REFERENCE #3

Name Kate Heggie

Business Pine Island Racquet Fitness

Address

Phone (252)423-0934

Signature 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 10/18/2021



*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