



COUNTY OF DARE  
PO Box 1000. MANTEO. NC 27954

**DARE COUNTY BOARD OF COMMISSIONERS**

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

**Monday, May 01, 2023**

**“HOW WILL THESE DECISIONS IMPACT OUR CHILDREN AND FAMILIES?”**  
***Caring for Our Community – A Nurturing Place Where All Can Live and Grow.***

**AGENDA**

- 5:00 PM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Service Pins - May, 2023
- ITEM 3** Employee of the Month
- ITEM 4** Governor's Award for Volunteer Service
- ITEM 5** Public Comments
- ITEM 6** Proclamation Coastal NC Local Foods Week 2023
- ITEM 7** Proclamation for EMS Week: May 21-27, 2023
- ITEM 8** DHHS - Proclamation: Vulnerable Adult and Elder Abuse Awareness Months 2023
- ITEM 9** College of The Albemarle Welding Lab Gas Storage Building
- ITEM 10** The Villages at Old Wharf Road Cluster Home Development - Special Use Permit Application #3-2023
- ITEM 11** Zoning Text Amendment for the removal of Zoning Districts from Section-31.1 Cluster Home Development Ordinance
- ITEM 12** Report on Sale of Series 2023A Limited Obligation Bonds
- ITEM 13** Amendment to Capital Project Ordinance for EMS Projects and Series 2023A LOBs
- ITEM 14** Resolution Supporting The Lost Colony
- ITEM 15** **Consent Agenda**
1. Approval of Minutes
  2. Tax Collector's Report
  3. Courthouse Computer Systems - Software License and Support Agreement
  4. Dare County Disaster Debris Management Contract
  5. DEQ Cost Share - Miss Katie 23/24 Dredging
  6. DEQ Cost Share - Walter Slough & the Crack
- ITEM 16** **Board Appointments**
1. Juvenile Crime Prevention Council
  2. Dare County Waterways Commission
  3. Library Board - Dare
  4. Upcoming Board Appointments
- ITEM 17** Commissioners' Business & Manager's/Attorney's Business

**ADJOURN UNTIL 9:00 A.M. ON MAY 17, 2023**



*Opening Remarks - Chairman's Update*

**Description**

Dare County Chairman Robert Woodard will make opening remarks.

**Board Action Requested**

Informational Presentation

**Item Presenter**

Chairman Robert Woodard, Sr.



*Service Pins - May, 2023*

**Description**

Service pins for the month of May will be presented

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager



*Employee of the Month*

**Description**

The Employee of the Month Certification will be presented.

**Board Action Requested**

None

**Item Presenter**

To Be Determined



*Governor's Award for Volunteer Service*

**Description**

- \*Patricia Bourexis-nominated by Kathleen Brehony and Mary Ann Williams for her work with the Coastal Humane Society
- \*Paula Donaghy-nominated by Cady Breslin for her work with the NC Aquarium on Roanoke Island
- \*Kaye White-nominated by Taylor McConnell for her work with the NC Aquarium on Roanoke Island

**Board Action Requested**

None - Presentation

**Item Presenter**

Shannon Toler Glaser, Friends of Youth-Program Coordinator



*Public Comments*

**Description**

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

Comments can be made at the Commissioners Meeting Room in Manteo (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



*Proclamation Coastal NC Local Foods Week 2023*

**Description**

Dee Furlough will present the proclamation and answer any Board questions.

**Board Action Requested**

Issue Proclamation after presentation.

**Item Presenter**

Dee Furlough, Area Agent, Family and Consumer Sciences



**A PROCLAMATION  
Coastal North Carolina Local Foods Week 2023**

**WHEREAS**, Coastal North Carolina Local Foods Week is being celebrated throughout the region June 11-17, 2023 in order to bring greater awareness of the nutritional, economic, and social benefits of local foods in North Carolina; and

**WHEREAS**, healthy eating is vital to building a healthy regional food system in Dare County and addressing obesity and related chronic illnesses can be strengthened through greater consumption of fruits, vegetables, whole grains, and other locally produced foods; and

**WHEREAS**, Dare County is home to community gardens, farmers markets, fish houses, many food-related businesses, and numerous community organizations which address issues related to food production, nutrition, and food business development for Dare County residents; and

**WHEREAS**, agriculture and commercial fishing generates more than \$24 million dollars in cash receipts each year in Dare County, providing a large share of the economic output in the county; and

**WHEREAS**, Dare County is supportive of numerous community initiatives to develop, expand, and strengthen a local food system which is accessible, resilient, environmentally compatible, and inclusive of all citizens; and

**WHEREAS**, consumers, farmers, and fishermen benefit from the expansion of a local food system which includes direct sales of food products from farmers and fishermen to consumers, development of value-added food products by local businesses in Dare County, and institutional purchases of locally-produced and caught food directly from farmers and fishermen; and

**NOW, THEREFORE**, Dare County Board of Commissioners does hereby proclaim June 11-17, 2023, as Local Foods Week in Dare County, and urges citizens of our community to support local agriculture and purchase more high-quality, locally-produced foods, and learn about the benefits of agriculture and local foods in Dare County.

This the 1<sup>st</sup> day of May, 2023.

SEAL

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Robert Woodard, Sr., Chairman

Attest:

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Cheryl C. Anby, Clerk to the Board





*Proclamation for EMS Week: May 21-27, 2023*

**Description**

To designate the week of May 21-27, 2023, as Emergency Medical Services Week

This year's national theme for Emergency Medical Services Week:  
"EMS: Where Emergency Care Begins"

**Board Action Requested**

Approve attached proclamation

**Item Presenter**

EMS Director, Chief Jennie Collins



## 2023 EMS WEEK PROCLAMATION

### To Designate the Week of May 21-27, 2023 as Emergency Medical Services Week

**WHEREAS**; emergency medical services are a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24-hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, emergency medical services are the community's medical care safety net, fills gaps and provides important out-of-hospital care, including preventative medicine, access to telemedicine, and performs life-saving and time-critical interventions; and

**WHEREAS**, emergency medical service personnel serve our community on the front-lines, often with personal sacrifices of being away from their families on nights, weekends, and holidays, in all types of weather environments, and face numerous personal risks and threats to ensure our community receives the best care possible; and

**WHEREAS**, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, administrators, emergency nurses, emergency physicians, and other out-of-hospital medical care providers; and

**WHEREAS**, the members of emergency medical service teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical service providers by designating Emergency Medical Services Week; and

**WHEREAS**, this year's national theme for Emergency Medical Services Week is –  
*“EMS: Where Emergency Care Begins”*

**NOW, THEREFORE**, Dare County Board of Commissioners, in recognition of this event, does hereby proclaim the week of May 21-27, 2023 as **EMERGENCY MEDICAL SERVICES WEEK**.

This the 3rd day of May, 2023.

SEAL

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Robert Woodard, Sr., Chairman

Attest:

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Cheryl C. Anby, Clerk to the Board



*DHHS - Proclamation Vulnerable Adult and Elder Abuse Awareness Months 2023*

**Description**

Dare County Department of Health & Human Services asks that the Board of Commissioners adopt the proclamation recognizing May 14 - June 18, 2023, as Vulnerable Adult and Elder Abuse Awareness Months.

**Board Action Requested**

Adopt Proclamation

**Item Presenter**

n/a



## PROCLAMATION

### VULNERABLE ADULT AND ELDER ABUSE AWARENESS MONTHS 2023

**WHEREAS**, North Carolina joins the world in recognizing World Elder Abuse Awareness Day every June 15; and

**WHEREAS**, protecting North Carolina's vulnerable and older adults is a community responsibility, and all citizens are charged under state law to report suspected abuse, neglect, or exploitation to their local County Department of Social Services; and

**WHEREAS**, North Carolina's vulnerable and older adults of all social, economic, racial, and ethnic backgrounds may be targets of abuse, neglect, or exploitation which can occur in families, long-term care settings, and communities; and

**WHEREAS**, in Fiscal Year 2022, there were 18,281 reports of abuse, neglect, or exploitation of vulnerable and older adults made to North Carolina's 100 County Departments of Social Services; and

**WHEREAS**, in Fiscal Year 2022, there were 57 reports of abuse, neglect, or exploitation of vulnerable and older adults made to Dare County Department of Social Services; and

**WHEREAS**, national and international research shows that abuse, neglect, and exploitation of vulnerable and older adults is grossly underreported; and

**WHEREAS**, the State of North Carolina enacted the nation's first elder abuse law, and recognizes the need for a comprehensive system of protection for vulnerable and older adults; and

**WHEREAS**, Mother's and Father's Days are national holidays intended to honor, respect, and promote the dignity and well-being of our older citizens;

**NOW THEREFORE**, the Dare County Board of Commissioners do hereby proclaim Mother's Day through Father's Day, May 14 – June 18, 2023, as "**VULNERABLE ADULT AND ELDER ABUSE AWARENESS MONTHS**" in Dare County and commend its observance to all citizens.

This the \_\_\_\_ day of May, 2023

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Robert Woodard, Chairman

Attest: \_\_\_\_\_

Cheryl Anby, Clerk to the Board



*College of The Albemarle Welding Lab Gas Storage Building*

**Description**

After the completion of the new COA - Dare Campus academic building, the college inquired about using leftover project funds to construct a new welding lab gas storage building. Barnhill Contracting was the Construction Manger for that project and has provided a quote to build the gas storage building. The quote is in the amount of \$380,563.00. There is enough funds leftover in the project budget to pay for the new building.

**Board Action Requested**

Approve the change order and authorize the County Manager to sign the change order

**Item Presenter**

Dustin Peele - Project and Procurement Manager



800 Tiffany Blvd. Suite 200  
PO Box 7948  
Rocky Mount, North Carolina 27804  
252-823-1021 Fax: 252-977-7512  
[www.barnhillcontracting.com](http://www.barnhillcontracting.com)

Date: April 5, 2023

Attn: Mr. David Clawson  
Dare County  
P.O. Box 1000  
Manteo, NC 27954

Re: Change Order Proposal – COP #041 R2  
College of The Albemarle – Dare County Campus

Dear Mr. Clawson:

Attached is Change Order Proposal, COP #041\_R2 for the College of The Albemarle. This change order was requested by Dare County and agreed by with Barnhill Contracting once we remobilized to Dare County for another project in effort to reduce escalation and General Conditions. This change order is for the Gas Storage Building located on the south side of the Professional Arts Building. This scope includes the Permit PDF drawings attached. Temporary Power usage is assumed to use the existing facilities for power cord usage during construction. This price includes a remaining permitting allowance carried in the COA project. CMU wall construction with a complete functional space as per the drawings dated 6.10.2022 from Boomerang Design. The pricing has been updated with subcontractor input. The total duration of construction is expected to be 10 weeks from NTP and receiving permits. Please note this change order is not including any financials included in the COA project. If any contingencies need to be credited, please let us know to apply.

Please review and advise if this will be accepted ASAP.

**COP #041 R2 – PAB Gas Storage Building**

**ADD: \$380,563.00**

If you have any further questions, please feel free to give me a call.

Sincerely,

Barnhill Contracting Company

A handwritten signature in black ink, appearing to read 'Clint Hardison'.

Clint Hardison  
Project Manager

Cc: File  
Mr. Arthur VanderAa – BCC  
Mr. Brad Martin – BCC  
Mr. Hunter Davenport – BCC

Mr. Matthew Edwards – BCC  
Mr. Seth Stevens – BCC

**CHANGE PROPOSAL FORM**

Project: College of The Albemarle Proposal #: 41 R2  
 Contract: CM at Risk Project #: 1108219  
 Contractor: Barnhill Contracting Date: 4.05.2023

**Description of change:**

This change order was requested by Dare County and agreed by with Barnhill Contracting once we remobilized to Dare County for another project in effort to reduce escalation and General Conditions. This change order is for the Gas Storage Building located on the south side of the Professional Arts Building. This scope includes the Permit PDF drawings attached. Temporary Power usage is assumed to use the existing facilities for power cord usage during construction. This price includes a remaining permitting allowance carried in the COA project. CMU wall construction with a complete functional space as per the drawings dated 6.10.2022 from Boomerang Design. The pricing has been updated with subcontractor input. The total duration of construction is expected to be 10 weeks from NTP and receiving permits. Please note this change order is not including any financials included in the COA project. If any contingencies need to be credited, please let us know to apply.

Materials (Attach Itemized Breakdown with Quantity, Unit Cost, Total \$)		SUBTOTALS	
Total Direct Cost of Materials	\$0.00		
Overhead & Profit on Item (15% maximum)	\$0.00		
Sales Tax	\$0.00		
Shipping & Transportation	\$0.00		\$0.00
<b>Labor (Attach Itemized Breakdown of Manhours, Rate, Total \$)</b>			
Total Manhours: _____ MH @ _____ /hr.	\$0.00		
Overhead & Profit on Item (15% maximum on straight labor cost)	\$0.00		
Payroll Taxes & Insurance 0.0%	\$0.00		\$0.00
<b>Equipment Rental (Attach Itemized Breakdown of Equipment, Hours, Rate, Total \$)</b>			
Equipment Rental	\$0.00		
Overhead & Profit (8% maximum)	\$0.00		\$0.00
<b>Subcontractor (Includes quotes with labor, material, &amp; equipment backup)</b>			
BCC GC's See below	See Below		
Hatchell Concrete (Demo, Site Paving, Rebar, Footers, Slab)	\$24,615.00		
WeatherTek Construction (CMU, Roof, Siding, Paint, Gutters, Chase)	\$87,350.00		
ZBZ Plumbing (Gas Piping, trenching,	\$129,000.00		
Martin Architectural (Louvered Doors, FRP Doors, Frames, Louvers)	\$37,541.00		
Pitt Electric Company	\$38,100.00		
Seagars Fencing	\$3,183.00		
Interior Signage Allowance	\$250.00		
			<b>\$319,939.00</b>
<b>Other</b>			
CM Fee (5.0%)	\$15,996.95		
Gen. Liability Insurance (1.15%)	\$3,679.30		
Perform & Payment Bond (0.95%)	\$3,039.42		
Subguard Bonds on Subcontract Cost Only (1.20%)	\$3,839.27		\$26,554.94
			<b>\$346,493.94</b>
GC Cost LS			<b>\$34,069.00</b>
Additional Weeks Requested once all permits are obtained	10	Subtotal of Proposal	<b>\$380,562.94</b>
		<b>TOTAL OF CHANGE PROPOSAL</b>	<b>\$380,563.00</b>

The Construction Manager agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Construction Manager's Signature: \_\_\_\_\_ Date: 4.05.2023

Approval Recommended by Design Consultant: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Representative Approval: \_\_\_\_\_ Date: \_\_\_\_\_



*The Villages at Old Wharf Road Cluster Home Development - Special Use Permit Application #3-2023*

**Description**

Brad Alexander of Aria Construction & Development, Inc. has submitted a special use permit application to construct a cluster home group development consisting of 60 single family dwellings on Parcel #025921000 on Old Wharf Road, in Wanchese Village. At the April 3, 2023 Dare County Board of Commissioner meeting, a detailed staff report and site plan for the proposal was provided (to include Site Plan Appendix B, House Plans and Renderings). During the quasi-judicial hearing on April 3, 2023, sworn testimony was taken and applicant exhibits were also submitted.

**Board Action Requested**

Deliberate and take appropriate action.

**Item Presenter**

Noah H. Gillam, Planning Director





*Zoning Text Amendment for the removal of Zoning Districts from Section-31.1 Cluster Home Development Ordinance*

**Description**

In March the Dare County Board of Commissioners requested that the Planning Board revisit the Cluster Home Ordinance for possible revisions, and removal of districts from the Ordinance in response to a recent Cluster Home Development. A detailed staff report and associated recommend zoning amendment is attached with this cover sheet. (Zoning maps are on a separate link on Commissioner's webpage)

**Board Action Requested**

Review the draft amendment and schedule public hearing on June 5, 2023 at 9:00 A.M.

**Item Presenter**

Noah H Gillam, Planning Director



## County of Dare

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5000

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April 11, 2023

### MEMORANDUM

TO: DARE COUNTY PLANNING BOARD

FROM: Noah Gillam, Planning Director *NHG*

RE: Text amendment for the removal of zoning districts from Section 22-31.1 Cluster Home Developments Ordinance

In March of 2023 the Dare County Board of Commissioners requested that the Planning Board revisit the Cluster Home Ordinance for possible revisions. The request is in response to citizen comments that have been received by the Board of Commissioners, Planning Board, and Planning Staff over the proposed cluster home development on Old Wharf Road in Wanchese. It shall be noted that if any revisions are adopted, these amendments would not affect the cluster home development that has been proposed on Old Wharf Road. Any amendments adopted would only affect future developments following the date of adoption.

In 2018/2019 the Dare County Board of Commissioners adopted a series of amendments that would increase the number of year-round housing options in Unincorporated Dare County to help combat the housing crisis. As result of these amendments the Cluster Home Ordinance was adopted and allowed for cluster home developments as special uses in 34 zoning districts. The Cluster Home Ordinance allows for the construction of more than one single family dwelling on an individual parcel. The regulations that were adopted were based on the existing group development standards but with reduced property setbacks, and reduced separation of dwellings. Since the adoption of the Cluster Home Ordinance, five cluster home developments have been approved in Unincorporated Dare County.

On April 4, 2023 the Dare County Planning Board at their regularly scheduled meeting discussed revisions to the Cluster Home Ordinance. The Planning Board reviewed a number of potential revisions that included the removal of cluster homes from a number of zoning districts. The planning board during their discussion felt that it would first be best to remove cluster homes from zoning districts based on the comments that have been received from citizens over the prior months at both Planning Board and Board of Commissioners meetings.

The Planning Board determined during the discussion that the current Cluster Home Ordinance allowed for a level of density and scale in traditionally single family districts that was not consistent with the intent of these districts. Although cluster homes are

single family dwellings the ability of developers to use engineered septic systems allows the density of these developments to be more reflective of the density that is allowed in districts that allow for multi-family development. Staff recommended that instead of picking districts for cluster home removal based on public comments in response to the proposed development in Wanchese, it would be reasonable to remove the cluster home development ordinance from districts that do not allow for multi-family development since the potential for higher density development on individual lots through cluster homes would be inharmonious with the intent of the low density traditional single family districts. This approach would result in the removal of the cluster home ordinance from the districts that have been mentioned in public comment and others.

The Planning Board voted unanimously to recommend favorable action on removing the cluster home ordinance from all residential districts that do not allow for multi-family developments. The Planning Board found that the proposed text amendments to remove Cluster Homes from the single family districts are consistent with the policies of the 2009 Dare County Land Use Plan, specifically LUC #3. A table showing the districts to be removed, maps showing the remaining districts and policy LUC #3 are attached to this memo for the Boards review.

Before the Board can act on the proposed amendments, a public hearing must be held. The first available date is June 05, 2023.

Draft Motion: "I move that a public hearing on the proposed amendments to remove cluster homes from the single family zoning districts be held on June 05, 2023 at 9:00 a.m."

**Table of Districts for Cluster Home Ordinance Removal**

<b>#</b>	<b>Remove</b>	<b>Keep</b>
1	NH	RS-6
2	ELNH	RS-8
3	RS-1	R-2
4	R-1	R-2H
5	R2-A	R-3
6	R2-AH	SNC
7	SP-2	C-2
8	MH-A	C-2H
9	MH-B	C-3
10	ELR	CS
11	SP-C	I-1
12	VR	S-1
13	WR-1	
14	BT	
15	RB	
16	HML	
17	WVC	
18	MC-1	
19	MC-2	
20	HWY-345	
21	VC-2	
22	R-2B	

Another issue that has increased in frequency of complaints since the 2003 LUP update is the issue of junked and abandoned vehicles. The County Code of Ordinances includes a junked and abandoned vehicle ordinance that is outdated and extremely cumbersome to enforce. The issue is complicated by the lack of a storage yard available for the relocation of junked and/or abandoned vehicles once removed from private property. In larger metropolitan areas, local governments often own and maintain vehicle yards for the storage of junked vehicles. This is not the case in Dare County where County owned lands are dedicated to other uses such as schools, office buildings, and infrastructure needs. The vehicle storage yards are often the source of contaminants in stormwater which is another concern. As Dare County continues to grow and become more developed, updating the County's junked and/abandoned vehicle ordinance to include alternatives to the traditional removal and mass storage may be needed.

*Policy LUC #3*

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

*Implementation Strategy:*

1. Administration of existing regulations of the Dare County Zoning Ordinance for minimum lot size, dwelling density, building height and other standards for residential development. Changes in wastewater technology, improved construction practices for "green" buildings, market conditions, and demographic trends should be examined periodically to ensure that the standards of the Dare County Zoning Ordinance are not obsolete and recognize newer technologies that may benefit our existing communities. (2010-2015).

*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.

*Implementation Strategy:*

1. Administration of Family Housing Incentive Standards (section 22-58.2) of the Dare County Zoning Ordinance to address workforce housing needs. (2010-2015)



*Report on Sale of Series 2023A Limited Obligation Bonds*

**Description**

Please see the following Item Summary.

**Board Action Requested**

None

**Item Presenter**

David Clawson, Finance Director

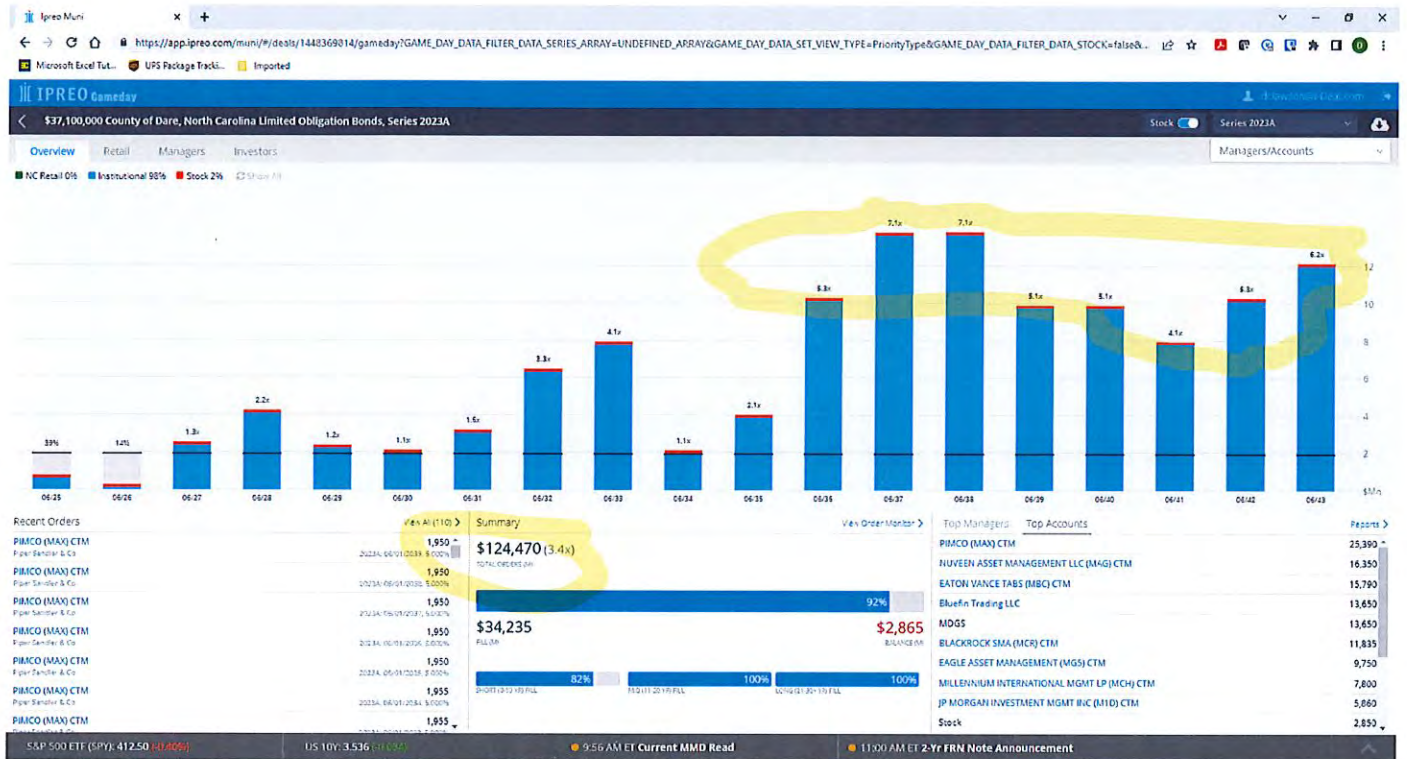
**Item Summary: Report on Sale of Series 2023A Limited Obligation Bonds**

Piper Sandler & PNC Capital Markets sold the Series 2023A Limited Obligation Bonds on April 20.

- There were \$124 million of orders for \$38 million of bonds.
- Only 2 maturities (2025 & 2026) had unsold balances (which for the week was very good and better than Wake & Union counties earlier in the week).
- With the order results, Piper Sandler lowered our interest cost from the bids for the longest 8 maturities by ~5 basis points each.
- There were orders from 14 entities.
- After final bids, we sold \$1,185,686 less bonds from bidding the investment of the bond proceeds (construction fund) done by Kensington Financial per IRS bid regulations.
- The true interest cost was 3.45%.
- Final annual debt service averages \$364,000 less per year than what is in the Capital/Debt Affordability Model.

After this summary are:

- The Ipreo Gameday software sale page;
- The Sale Proposal showing bid levels and final adjustments (in green in 11<sup>th</sup> column);
- The bidders list;
- Bids by maturity; and
- The final debt service numbers run.





Preliminary Scale Proposal  
InterpMMD

Proposal

4/20/2023	Insert Day	
JUN	Insert Month	

\$38,420,000

Dare County NC Limited Ob (annual app fire station, public safety)

Proposal

Aa2/AA/																			
6/1										6/1									
5/1/2023										5/1/2023									
6/1/2033	@	100.00								6/1/2033	@	100.00						@	

Amount	Cpn	YTW	Price	YTM	Spread	Kick	SC	Subscription	Adjustment	Amount	Cpn	YTW	Price	YTM	Spread	Kick	SC
1,955	5,000	2,680	104.668		0.15			1340m Bal		5,000	2,680	104.668		0.15			
1,955	5,000	2,580	107.126		0.16			1825m Bal		5,000	2,580	107.126		0.16			
1,955	5,000	2,530	109.523		0.17			1.2x		5,000	2,530	109.523		0.17			
1,955	5,000	2,540	111.659		0.18			2.1x		5,000	2,540	111.659		0.18			
1,955	5,000	2,510	113.964		0.20			1.2x		5,000	2,510	113.964		0.20			
1,955	5,000	2,510	116.064		0.23			1x		5,000	2,510	116.064		0.23			
1,955	5,000	2,550	117.792		0.24			1.6x		5,000	2,550	117.792		0.24			
1,955	5,000	2,600	119.303		0.26			3.2x	1	5,000	2,590	119.303		0.25			
1,955	5,000	2,650	120.672		0.28			4x	2	5,000	2,630	120.869		0.26			
1,955	5,000	2,720	119.986	2.881	0.30	0.46		1x		5,000	2,720	119.986	2.881	0.30	0.46		
1,950	5,000	2,870	118.532	3.144	0.32	0.59		2x		5,000	2,870	118.532	3.144	0.32	0.59		
1,950	5,000	3,060	116.720	3.405	0.34	0.69		5.2x	4	5,000	3,040	116.909	3.389	0.32	0.67		
1,950	5,000	3,230	115.126	3.619	0.36	0.75		7x	4	5,000	3,190	115.499	3.588	0.32	0.72		
1,950	5,000	3,340	114.109	3.765	0.38	0.81		7x	6	5,000	3,280	114.662	3.721	0.32	0.76		
1,950	5,000	3,390	113.650	3.853	0.39	0.85		5x	5	5,000	3,340	114.109	3.818	0.34	0.82		
1,950	5,000	3,470	112.921	3.952	0.40	0.88		5x	5	5,000	3,420	113.376	3.918	0.35	0.85		
1,950	5,000	3,520	112.468	4.023	0.42	0.92		4x	3	5,000	3,490	112.739	4.003	0.39	0.90		
1,950	5,000	3,570	112.017	4.087	0.44	0.96		5.2x	5	5,000	3,520	112.468	4.055	0.39	0.93		
1,950	5,000	3,620	111.568	4.145	0.44	0.97		6.2x	5	5,000	3,560	112.107	4.109	0.38	0.93		

*In Thousands*

*Orders*

<u>Account</u>	<u>Retail</u>	<u>Institutional</u>	<u>Total</u>	<u>Money Type</u>
Stock	0	0	2,850	Stock
EATON VANCE TABS (MBC) CTM	0	15,790	15,790	SMA
BLACKROCK SMA (MCR) CTM	0	11,825	11,825	SMA
GOLDMAN SACHS ASSET MGMT LP (MAX) CTM	0	810	810	Bond Fund
FRANKLIN ASSET MANAGEMENT (MAG) CTM	0	75	75	SMA
PIMCO (MAX) CTM	0	25,350	25,350	Bond Fund
Wells Fargo Asset Management	0	150	150	SMA
NUVEEN ASSET MANAGEMENT LLC (MAG) CTM	0	16,350	16,350	SMA
JP MORGAN INVESTMENT MGMT INC (M1D) CTM	0	5,850	5,850	Bond Fund
EAGLE ASSET MANAGEMENT (MG5) CTM	0	9,750	9,750	SMA
MDGS	0	13,650	13,650	Broker/Dealer
Bluefin Trading LLC	0	13,650	13,650	Prop/Trading
MILLENNIUM INTERNATIONAL MGMT LP (MCH) CTM	0	7,800	7,800	Hedge Fund
Charles Schwab & Co., Inc.	0	10	10	Broker/Dealer
CCIG	0	400	400	Broker/Dealer
Crossmark Global Investments	0	50	50	Money Manage
16 Accounts	0	121,510	124,360	

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*In Thousands*

*Orders by Maturity*

<u>Maturity</u>	<u>Series</u>	<u>Coupon</u>	<u>Amount</u>	<u>NC Retail</u>	<u>Institutional</u>	<u>Stock</u>	<u>Total</u>	<u>Balance</u>
6/1/2025	2023A	5.000%	1,950	0	615	150	765	1,185
6/1/2026	2023A	5.000%	1,950	0	130	150	280	1,670
6/1/2027	2023A	5.000%	1,950	0	2,410	150	2,560	-610
6/1/2028	2023A	5.000%	1,950	0	4,130	150	4,280	-2,330
6/1/2029	2023A	5.000%	1,950	0	2,265	150	2,415	-465
6/1/2030	2023A	5.000%	1,950	0	1,985	150	2,135	-185
6/1/2031	2023A	5.000%	1,950	0	3,055	150	3,205	-1,255
6/1/2032	2023A	5.000%	1,950	0	6,305	150	6,455	-4,505
6/1/2033	2023A	5.000%	1,950	0	7,805	150	7,955	-6,005
6/1/2034	2023A	5.000%	1,950	0	1,990	150	2,140	-190
6/1/2035	2023A	5.000%	1,950	0	3,900	150	4,050	-2,100
6/1/2036	2023A	5.000%	1,950	0	10,135	150	10,285	-8,335
6/1/2037	2023A	5.000%	1,950	0	13,650	150	13,800	-11,850
6/1/2038	2023A	5.000%	1,950	0	13,675	150	13,825	-11,875
6/1/2039	2023A	5.000%	1,950	0	9,770	150	9,920	-7,970
6/1/2040	2023A	5.000%	1,950	0	9,760	150	9,910	-7,960
6/1/2041	2023A	5.000%	1,950	0	7,830	150	7,980	-6,030
6/1/2042	2023A	5.000%	1,950	0	10,140	150	10,290	-8,340
6/1/2043	2023A	5.000%	1,950	0	11,960	150	12,110	-10,160
Total: (\$M)			37,050	0	121,510	2,850	124,360	2,855

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SOURCES AND USES OF FUNDS

County of Dare, North Carolina  
Limited Obligation Bonds, Series 2023A  
Final Pricing Schedules

Dated Date            05/05/2023  
Delivery Date        05/05/2023

Sources:

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Bond Proceeds:	
Par Amount	37,050,000.00
Premium	5,286,469.50
	<hr/>
	42,336,469.50

Other Sources of Funds:	
Project Fund - Investment Earnings	1,185,686.32
	<hr/>
	43,522,155.82
	<hr/> <hr/>

Uses:

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Project Fund Deposits:	
Project Fund - Cost of Investments	41,497,616.68
Project Fund - Investment Earnings	1,185,686.32
Project Fund - Cash Deposit	283,649.00
	<hr/>
	42,966,952.00

Delivery Date Expenses:	
Cost of Issuance	325,000.00
Underwriter's Discount	229,681.51
	<hr/>
	554,681.51

Other Uses of Funds:	
Additional Proceeds	522.31
	<hr/>
	43,522,155.82
	<hr/> <hr/>

Note: Total Cost of Project Fund Investments includes initial cash deposit of \$46.72

BOND PRICING

County of Dare, North Carolina  
 Limited Obligation Bonds, Series 2023A  
 Final Pricing Schedules

Bond Component	Maturity Date	CUSIP	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)	Takedown
Serial Bond:											
	06/01/2025	23720E DR8	1,950,000	5.000%	2.680%	104.644				90,558.00	5.000
	06/01/2026	23720E DS6	1,950,000	5.000%	2.580%	107.101				138,469.50	5.000
	06/01/2027	23720E DT4	1,950,000	5.000%	2.530%	109.498				185,211.00	5.000
	06/01/2028	23720E DU1	1,950,000	5.000%	2.540%	111.636				226,902.00	5.000
	06/01/2029	23720E DV9	1,950,000	5.000%	2.510%	113.941				271,849.50	5.000
	06/01/2030	23720E DW7	1,950,000	5.000%	2.510%	116.041				312,799.50	5.000
	06/01/2031	23720E DX5	1,950,000	5.000%	2.550%	117.770				346,515.00	5.000
	06/01/2032	23720E DY3	1,950,000	5.000%	2.590%	119.372				377,754.00	5.000
	06/01/2033	23720E DZ0	1,950,000	5.000%	2.630%	120.849				406,555.50	5.000
	06/01/2034	23720E EA4	1,950,000	5.000%	2.720%	119.967	2.881%	06/01/2033	100.000	389,356.50	5.000
	06/01/2035	23720E EB2	1,950,000	5.000%	2.870%	118.514	3.145%	06/01/2033	100.000	361,023.00	5.000
	06/01/2036	23720E EC0	1,950,000	5.000%	3.040%	116.893	3.389%	06/01/2033	100.000	329,413.50	5.000
	06/01/2037	23720E ED8	1,950,000	5.000%	3.190%	115.485	3.589%	06/01/2033	100.000	301,957.50	5.000
	06/01/2038	23720E EE6	1,950,000	5.000%	3.280%	114.649	3.721%	06/01/2033	100.000	285,655.50	5.000
	06/01/2039	23720E EF3	1,950,000	5.000%	3.340%	114.096	3.818%	06/01/2033	100.000	274,872.00	5.000
	06/01/2040	23720E EG1	1,950,000	5.000%	3.420%	113.364	3.919%	06/01/2033	100.000	260,598.00	5.000
	06/01/2041	23720E EH9	1,950,000	5.000%	3.490%	112.728	4.004%	06/01/2033	100.000	248,196.00	5.000
	06/01/2042	23720E EJ5	1,950,000	5.000%	3.520%	112.457	4.055%	06/01/2033	100.000	242,911.50	5.000
	06/01/2043	23720E EK2	1,950,000	5.000%	3.560%	112.096	4.109%	06/01/2033	100.000	235,872.00	5.000
										37,050,000	5,286,469.50

Dated Date	05/05/2023	
Delivery Date	05/05/2023	
First Coupon	12/01/2023	
Par Amount	37,050,000.00	
Premium	5,286,469.50	
Production	42,336,469.50	114.268474%
Underwriter's Discount	-229,681.51	-0.619923%
Purchase Price	42,106,787.99	113.648551%
Accrued Interest		
Net Proceeds	42,106,787.99	

BOND SUMMARY STATISTICS

County of Dare, North Carolina  
 Limited Obligation Bonds, Series 2023A  
 Final Pricing Schedules

Dated Date	05/05/2023
Delivery Date	05/05/2023
Last Maturity	06/01/2043
Arbitrage Yield	2.995627%
True Interest Cost (TIC)	3.446852%
Net Interest Cost (NIC)	3.767316%
All-In TIC	3.538291%
Average Coupon	5.000000%
Average Life (years)	11.072
Weighted Average Maturity (years)	11.129
Duration of Issue (years)	8.635
Par Amount	37,050,000.00
Bond Proceeds	42,336,469.50
Total Interest	20,511,291.67
Net Interest	15,454,503.68
Total Debt Service	57,561,291.67
Maximum Annual Debt Service	3,802,500.00
Average Annual Debt Service	2,867,708.97

Bond Component	Par Value	Price	Average Coupon	Average Life	Duration	PV of 1 bp change
Serial Bond	37,050,000.00	114.268	5.000%	11.072	8.654	28,626.00
	37,050,000.00			11.072		28,626.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	37,050,000.00	37,050,000.00	37,050,000.00
+ Accrued Interest			
+ Premium (Discount)	5,286,469.50	5,286,469.50	5,286,469.50
- Underwriter's Discount	-229,681.51	-229,681.51	
- Cost of Issuance Expense		-325,000.00	
- Other Amounts			
Target Value	42,106,787.99	41,781,787.99	42,336,469.50
Target Date	05/05/2023	05/05/2023	05/05/2023
Yield	3.446852%	3.538291%	2.995627%

BOND DEBT SERVICE

County of Dare, North Carolina  
 Limited Obligation Bonds, Series 2023A  
 Final Pricing Schedules

Dated Date 05/05/2023  
 Delivery Date 05/05/2023

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2024			1,986,291.67	1,986,291.67
06/30/2025	1,950,000	5.000%	1,852,500.00	3,802,500.00
06/30/2026	1,950,000	5.000%	1,755,000.00	3,705,000.00
06/30/2027	1,950,000	5.000%	1,657,500.00	3,607,500.00
06/30/2028	1,950,000	5.000%	1,560,000.00	3,510,000.00
06/30/2029	1,950,000	5.000%	1,462,500.00	3,412,500.00
06/30/2030	1,950,000	5.000%	1,365,000.00	3,315,000.00
06/30/2031	1,950,000	5.000%	1,267,500.00	3,217,500.00
06/30/2032	1,950,000	5.000%	1,170,000.00	3,120,000.00
06/30/2033	1,950,000	5.000%	1,072,500.00	3,022,500.00
06/30/2034	1,950,000	5.000%	975,000.00	2,925,000.00
06/30/2035	1,950,000	5.000%	877,500.00	2,827,500.00
06/30/2036	1,950,000	5.000%	780,000.00	2,730,000.00
06/30/2037	1,950,000	5.000%	682,500.00	2,632,500.00
06/30/2038	1,950,000	5.000%	585,000.00	2,535,000.00
06/30/2039	1,950,000	5.000%	487,500.00	2,437,500.00
06/30/2040	1,950,000	5.000%	390,000.00	2,340,000.00
06/30/2041	1,950,000	5.000%	292,500.00	2,242,500.00
06/30/2042	1,950,000	5.000%	195,000.00	2,145,000.00
06/30/2043	1,950,000	5.000%	97,500.00	2,047,500.00
	37,050,000		20,511,291.67	57,561,291.67

BOND DEBT SERVICE  
 County of Dare, North Carolina  
 Limited Obligation Bonds, Series 2023A  
 Final Pricing Schedules

Dated Date            05/05/2023  
 Delivery Date        05/05/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2023			1,060,041.67	1,060,041.67	
06/01/2024			926,250.00	926,250.00	
06/30/2024					1,986,291.67
12/01/2024			926,250.00	926,250.00	
06/01/2025	1,950,000	5.000%	926,250.00	2,876,250.00	
06/30/2025					3,802,500.00
12/01/2025			877,500.00	877,500.00	
06/01/2026	1,950,000	5.000%	877,500.00	2,827,500.00	
06/30/2026					3,705,000.00
12/01/2026			828,750.00	828,750.00	
06/01/2027	1,950,000	5.000%	828,750.00	2,778,750.00	
06/30/2027					3,607,500.00
12/01/2027			780,000.00	780,000.00	
06/01/2028	1,950,000	5.000%	780,000.00	2,730,000.00	
06/30/2028					3,510,000.00
12/01/2028			731,250.00	731,250.00	
06/01/2029	1,950,000	5.000%	731,250.00	2,681,250.00	
06/30/2029					3,412,500.00
12/01/2029			682,500.00	682,500.00	
06/01/2030	1,950,000	5.000%	682,500.00	2,632,500.00	
06/30/2030					3,315,000.00
12/01/2030			633,750.00	633,750.00	
06/01/2031	1,950,000	5.000%	633,750.00	2,583,750.00	
06/30/2031					3,217,500.00
12/01/2031			585,000.00	585,000.00	
06/01/2032	1,950,000	5.000%	585,000.00	2,535,000.00	
06/30/2032					3,120,000.00
12/01/2032			536,250.00	536,250.00	
06/01/2033	1,950,000	5.000%	536,250.00	2,486,250.00	
06/30/2033					3,022,500.00
12/01/2033			487,500.00	487,500.00	
06/01/2034	1,950,000	5.000%	487,500.00	2,437,500.00	
06/30/2034					2,925,000.00
12/01/2034			438,750.00	438,750.00	
06/01/2035	1,950,000	5.000%	438,750.00	2,388,750.00	
06/30/2035					2,827,500.00
12/01/2035			390,000.00	390,000.00	
06/01/2036	1,950,000	5.000%	390,000.00	2,340,000.00	
06/30/2036					2,730,000.00
12/01/2036			341,250.00	341,250.00	
06/01/2037	1,950,000	5.000%	341,250.00	2,291,250.00	
06/30/2037					2,632,500.00
12/01/2037			292,500.00	292,500.00	
06/01/2038	1,950,000	5.000%	292,500.00	2,242,500.00	
06/30/2038					2,535,000.00
12/01/2038			243,750.00	243,750.00	
06/01/2039	1,950,000	5.000%	243,750.00	2,193,750.00	
06/30/2039					2,437,500.00
12/01/2039			195,000.00	195,000.00	
06/01/2040	1,950,000	5.000%	195,000.00	2,145,000.00	
06/30/2040					2,340,000.00
12/01/2040			146,250.00	146,250.00	
06/01/2041	1,950,000	5.000%	146,250.00	2,096,250.00	
06/30/2041					2,242,500.00
12/01/2041			97,500.00	97,500.00	
06/01/2042	1,950,000	5.000%	97,500.00	2,047,500.00	
06/30/2042					2,145,000.00
12/01/2042			48,750.00	48,750.00	
06/01/2043	1,950,000	5.000%	48,750.00	1,998,750.00	
06/30/2043					2,047,500.00
	37,050,000		20,511,291.67	57,561,291.67	57,561,291.67



FORM 8038 STATISTICS

County of Dare, North Carolina  
 Limited Obligation Bonds, Series 2023A  
 Final Pricing Schedules

Dated Date 05/05/2023  
 Delivery Date 05/05/2023

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Serial Bond:						
	06/01/2025	1,950,000.00	5.000%	104.644	2,040,558.00	1,950,000.00
	06/01/2026	1,950,000.00	5.000%	107.101	2,088,469.50	1,950,000.00
	06/01/2027	1,950,000.00	5.000%	109.498	2,135,211.00	1,950,000.00
	06/01/2028	1,950,000.00	5.000%	111.636	2,176,902.00	1,950,000.00
	06/01/2029	1,950,000.00	5.000%	113.941	2,221,849.50	1,950,000.00
	06/01/2030	1,950,000.00	5.000%	116.041	2,262,799.50	1,950,000.00
	06/01/2031	1,950,000.00	5.000%	117.770	2,296,515.00	1,950,000.00
	06/01/2032	1,950,000.00	5.000%	119.372	2,327,754.00	1,950,000.00
	06/01/2033	1,950,000.00	5.000%	120.849	2,356,555.50	1,950,000.00
	06/01/2034	1,950,000.00	5.000%	119.967	2,339,356.50	1,950,000.00
	06/01/2035	1,950,000.00	5.000%	118.514	2,311,023.00	1,950,000.00
	06/01/2036	1,950,000.00	5.000%	116.893	2,279,413.50	1,950,000.00
	06/01/2037	1,950,000.00	5.000%	115.485	2,251,957.50	1,950,000.00
	06/01/2038	1,950,000.00	5.000%	114.649	2,235,655.50	1,950,000.00
	06/01/2039	1,950,000.00	5.000%	114.096	2,224,872.00	1,950,000.00
	06/01/2040	1,950,000.00	5.000%	113.364	2,210,598.00	1,950,000.00
	06/01/2041	1,950,000.00	5.000%	112.728	2,198,196.00	1,950,000.00
	06/01/2042	1,950,000.00	5.000%	112.457	2,192,911.50	1,950,000.00
	06/01/2043	1,950,000.00	5.000%	112.096	2,185,872.00	1,950,000.00
		37,050,000.00			42,336,469.50	37,050,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	06/01/2043	5.000%	2,185,872.00	1,950,000.00		
Entire Issue			42,336,469.50	37,050,000.00	11.1293	2.9956%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	554,681.51
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

PROOF OF ARBITRAGE YIELD

County of Dare, North Carolina  
 Limited Obligation Bonds, Series 2023A  
 Final Pricing Schedules

Date	Debt Service	Present Value to 05/05/2023 @ 2.9956266310%
12/01/2023	1,060,041.67	1,042,158.13
06/01/2024	926,250.00	897,185.44
12/01/2024	926,250.00	883,945.59
06/01/2025	2,876,250.00	2,704,377.14
12/01/2025	877,500.00	812,888.66
06/01/2026	2,827,500.00	2,580,654.51
12/01/2026	828,750.00	745,236.48
06/01/2027	2,778,750.00	2,461,860.03
12/01/2027	780,000.00	680,850.56
06/01/2028	2,730,000.00	2,347,811.13
12/01/2028	731,250.00	619,597.57
06/01/2029	2,681,250.00	2,238,331.71
12/01/2029	682,500.00	561,349.20
06/01/2030	2,632,500.00	2,133,251.92
12/01/2030	633,750.00	505,981.98
06/01/2031	2,583,750.00	2,032,407.94
12/01/2031	585,000.00	453,377.09
06/01/2032	2,535,000.00	1,935,641.77
12/01/2032	536,250.00	403,420.20
06/01/2033	21,986,250.00	16,296,142.46
	52,198,791.67	42,336,469.50

Proceeds Summary

Delivery date	05/05/2023
Par Value	37,050,000.00
Premium (Discount)	5,286,469.50
Target for yield calculation	42,336,469.50

PROOF OF ARBITRAGE YIELD

County of Dare, North Carolina  
 Limited Obligation Bonds, Series 2023A  
 Final Pricing Schedules

Assumed Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity
SERIAL	06/01/2034	5.000%	2.720%	06/01/2033	100.000	2.7200008%
SERIAL	06/01/2035	5.000%	2.870%	06/01/2033	100.000	2.8700149%
SERIAL	06/01/2036	5.000%	3.040%	06/01/2033	100.000	3.0399845%
SERIAL	06/01/2037	5.000%	3.190%	06/01/2033	100.000	3.1899202%
SERIAL	06/01/2038	5.000%	3.280%	06/01/2033	100.000	3.2799821%
SERIAL	06/01/2039	5.000%	3.340%	06/01/2033	100.000	3.3399893%
SERIAL	06/01/2040	5.000%	3.420%	06/01/2033	100.000	3.4199577%
SERIAL	06/01/2041	5.000%	3.490%	06/01/2033	100.000	3.4899422%
SERIAL	06/01/2042	5.000%	3.520%	06/01/2033	100.000	3.5199065%
SERIAL	06/01/2043	5.000%	3.560%	06/01/2033	100.000	3.5599567%

Rejected Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity	Increase to Yield
SERIAL	06/01/2034	5.000%	2.720%			2.8806496%	0.1606488%
SERIAL	06/01/2035	5.000%	2.870%			3.1447139%	0.2746991%
SERIAL	06/01/2036	5.000%	3.040%			3.3893002%	0.3493157%
SERIAL	06/01/2037	5.000%	3.190%			3.5885120%	0.3985918%
SERIAL	06/01/2038	5.000%	3.280%			3.7210754%	0.4410934%
SERIAL	06/01/2039	5.000%	3.340%			3.8180960%	0.4781067%
SERIAL	06/01/2040	5.000%	3.420%			3.9186937%	0.4987359%
SERIAL	06/01/2041	5.000%	3.490%			4.0034339%	0.5134917%
SERIAL	06/01/2042	5.000%	3.520%			4.0554253%	0.5355189%
SERIAL	06/01/2043	5.000%	3.560%			4.1089498%	0.5489931%

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*Amendment to Capital Project Ordinance for EMS Projects and Series 2023A LOBs*

**Description**

This item is to amend the capital project ordinance for the Series 2023A LOBs per the final numbers from the bond sale on April 20 as reported in the prior agenda item. This amendment also makes a change to the Dare Medflight and Southern Shores projects to correct errors on the architect's additional costs worksheet. The total project amounts do not change.

**Board Action Requested**

Adopt the amendment to the capital project ordinance.

**Item Presenter**

David Clawson, Finance Director

**County of Dare, North Carolina  
Capital Project Ordinance  
for  
Series 2023A 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 Series 2023A LOBs, (formerly 2022C) originally adopted on 9/7/2021 and amended on 1/18/2022, 7/18/2022, 1/3/2023, 2/6/2023 and 3/6/2023, is hereby amended:

Section 1 This amendment is to adjust the revenue budgets to the results of the LOBs sale on April 20, to change the bond costs of issuance for the same, and to correct for an error on the architect’s additional costs worksheet.

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

Section 3 The following revenues are changed as indicated as indicated:

Debt Proceeds S2022C LOBs	613090-470318-98734	(\$1,725,000)	decrease
Reoffering premium	613090-471005-98734	\$649,224	increase
Investment earnings on construction fund	613040-450100-98734	\$1,185,686	increase

Section 4 The following appropriations for **Dare MedFlight Station #7** are changed as indicated:

Station alerting & card security systems	615535-737409-60380	\$86,924	increase
Owner’s contingency	615535-750000-60380	(\$86,924)	decrease

Section 5 The following appropriations for **Southern Shores Station #7** are changed as indicated:

Station alerting & card security systems	615531-737409-60381	\$82,861	increase
Owner’s contingency	615531-750000-60381	(\$82,861)	decrease

Section 6 The following amounts for costs of issuance, underwriter’s discount (\$6 per bond), and additional proceeds (rounding) are changed as indicated:

Costs of issuance, underwriter’s discount, etc..	615490-545300-98734	\$109,910	increase
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Section 7 The legal level of budget control for EMS Phase 1, #'s 60380, 60381, and 60382, is the total budgeted for all projects. Per the bond documents, to close in May 2023, all borrowed funds and non-arbitrage interest earnings may be used for any Phase 1 project or for EMS Phase 2 projects. Per the annual budget ordinance, the County Manager is authorized to execute change orders and/or amendments to construction contracts in amounts up to \$50,000, and to amend the related capital project ordinance using the project or owner’s contingency or budget amounts available from other project line items. For EMS Phase 1 projects that authority is extended to budget movement between projects/project numbers.

Section 8 The Finance Officer is directed to report the financial status of the project as a part of the normal ongoing financial reporting process.

Section 9 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 1<sup>st</sup> day of May, 2023.

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

[SEAL]

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

Dare EMS Projects #60360, 60367, & 60368  
 Series 2023 & 2024 Limited Obligation Bonds  
 Budget/Capital Project Ordinances

60382 S Shores  
 60381 KD Hills  
 60380 Dare MedFlight

							<u>Total Project</u>				
							<u>Budget</u>				
							<u>2/6/2022A</u>	<u>2/6/2023B</u>	<u>3/6/2023</u>	<u>5/1/2023</u>	
							LOBs Sale				
<b>Phase 1</b>											
613090	470318	98734	Debt proceeds -S23A LOBs	\$ 3,445,015	\$ 16,571,059	\$ 18,758,926	\$ (1,725,000)	\$	37,050,000		
613090	471005	98734	Reoffering premium	-	-	4,637,246	649,224	\$	5,286,470		
613040	450100	98734	Interest earnings	-	-	-	1,185,686	\$	1,185,686		
Total revenues				\$ 3,445,015	\$ 16,571,059	\$ 23,396,172	\$ 109,910	\$	43,522,156		
615531	710900	60360	Architectural services	\$ 3,082,429	\$ (1,245,155)	\$ (1,837,274)	\$ -	\$	-	DMF	
615531	710912	60360	Architect expenses	10,000	-	(10,000)	-	\$	-		
615531	710101	60360	Surveys & geotechnical	98,937	(59,536)	(39,401)	-	\$	-		
615531	737500	60360	CM at Risk preconstruction fee	253,649	(213,065)	(40,584)	-	\$	-		
615535	710900	60380	Architectural services	-	667,964	-	-	\$	667,964		
615535	710101	60380	Surveys & geotechnical	-	32,197	-	-	\$	32,197		
615535	710911	60380	Inspections & construction testi	-	85,000	-	-	\$	85,000		
615535	737406	60380	FF&E	-	156,750	(22,755)	-	\$	133,995		
615535	737409	60380	Wiring, alerting, & security	-	110,424	42,588	86,924	\$	239,936		
615535	525401	60380	Builder's risk	-	15,000	-	-	\$	15,000		
615535	737517	60380	Utilities installation	-	35,000	-	-	\$	35,000		
615535	737002	60380	Owner's costs	-	35,000	(10,000)	-	\$	25,000		
615535	737526	60380	Fiber	-	72,000	-	-	\$	72,000		
615535	737520	60380	Fuel farm & pumps	-	226,500	-	-	\$	226,500		
615535	750000	60380	Owner's contingency	-	263,288	(20,721)	(86,924)	\$	155,643		
615535	737504	60380	Guaranteed maximum price	-	7,834,370	-	-	\$	7,834,370		
615535	737001	60380	Sales tax refunds	-	(79,911)	227	-	\$	(79,684)		
615535	737501	60380	Water, sewer & other fees	-	-	15,430	-	\$	15,430		
615535	737509	60380	Propane & other	-	-	12,000	-	\$	12,000		
615535	737451	60380	Signage	-	-	35,214	-	\$	35,214		
615535	737500	60380	Preconstruction fee allocated	-	-	55,524	0	\$	55,524	\$ 9,561,089	
615531	710900	60381	Architectural services	-	577,191	-	-	\$	577,191	S Shores	
615531	710101	60381	Surveys & geotechnical	-	27,339	-	-	\$	27,339		
615531	710911	60381	Inspections & construction testi	-	50,000	-	-	\$	50,000		
615531	737406	60381	FF&E	-	147,000	11,118	-	\$	158,118		
615531	737409	60381	Wiring, alerting, & security	-	106,362	48,750	82,861	\$	237,973		
615531	525401	60381	Builder's risk	-	15,000	-	-	\$	15,000		
615531	737517	60381	Utilities installation	-	15,000	35,000	-	\$	50,000		
615531	737002	60381	Owner's costs	-	25,000	-	-	\$	25,000		
615531	737526	60381	Fiber	-	-	-	-	\$	-		
615531	737520	60381	SS storage building	-	91,565	-	-	\$	91,565		
615531	750000	60381	Owner's contingency	-	244,325	(16,982)	(82,861)	\$	144,482		
615531	737504	60381	Guaranteed maximum price	-	7,342,647	-	-	\$	7,342,647		
615531	737001	60381	Sales tax refunds	-	(74,896)	(112)	-	\$	(75,008)		
615531	737501	60381	Water, sewer & other fees	-	-	15,430	-	\$	15,430		
615531	737509	60381	Propane & other	-	-	10,000	-	\$	10,000		
615531	737451	60381	Signage	-	-	31,549	-	\$	31,549		
615531	737500	60381	Preconstruction fee allocated	-	-	52,039	-	\$	52,039	\$ 8,753,325	
615531	737008	60382	Demolition	-	68,700	-	-	\$	68,700	KDH	
615531	710900	60382	Architectural services	-	-	1,837,274	-	\$	1,837,274		
615531	710912	60382	Architect expenses	-	-	10,000	-	\$	10,000		
615531	710101	60382	Surveys & geotechnical	-	-	39,401	-	\$	39,401		
615531	710911	60382	Inspections & construction testi	-	-	100,000	-	\$	100,000		
615531	737406	60382	FF&E	-	-	666,818	-	\$	666,818		

615531	737409	60382	Wiring, alerting, & security	-	-	516,942	-	\$	516,942				
615531	737517	60382	Utilities installation	-	-	25,000	-	\$	25,000				
615531	737002	60382	Owner's costs	-	-	35,000	-	\$	35,000				
615531	750000	60382	Owner's contingency	-	-	642,571	-	\$	642,571				
615531	737504	60382	Guaranteed maximum price	-	-	20,612,812	-	\$	20,612,812				
615531	737001	60382	Sales tax refunds	-	-	(212,796)	-	\$	(212,796)				
615531	737501	60382	Water, sewer & other fees	-	-	86,833	-	\$	86,833				
615531	737509	60382	Propane & other	-	-	12,000	-	\$	12,000				
615531	737451	60382	Signage	-	-	65,897	-	\$	65,897				
615531	737500	60381	Preconstruction fee allocated	-	-	146,086	-	\$	146,086	\$ 24,652,538			
615490	545300	98734	Costs of issuance & UW discoun	-	-	445,294	109,910	\$	555,204	\$ 555,204			
Total expenditures				\$	3,445,015	\$	16,571,059	\$	23,396,172	\$	109,910	\$	43,522,156

<b>Phase 2</b>													
613090	470318	98737	Debt proceeds - S23B LOBs	\$	992,228					\$	992,228		
Total revenues				\$	992,228	\$	-	\$	-	\$	-	\$	992,228
615531	710900	60367	Architectural services	\$	665,332					\$	665,332		
615531	710101	60367	Surveys & geotechnical		73,247						73,247		
615531	737500	60367	CM at Risk preconstruction fee		253,649						253,649		
Total expenditures				\$	992,228	\$	-	\$	-	\$	-	\$	992,228

<b>Phase 3</b>													
613090	470318	98738	Debt proceeds - S24A LOBs	\$	332,932					\$	332,932		
Total revenues				\$	332,932	\$	-	\$	-	\$	-	\$	332,932
615531	710900	60368	Architectural services	\$	332,932					\$	332,932		
615531	710101	60368	Surveys & geotechnical		-						-		
615531	737500	60368	CM at Risk preconstruction fee		-						-		
Total expenditures				\$	332,932	\$	-	\$	-	\$	-	\$	332,932



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SOURCES AND USES OF FUNDS

County of Dare, North Carolina  
Limited Obligation Bonds, Series 2023A  
Final Pricing Schedules

Dated Date                    05/05/2023  
Delivery Date                05/05/2023

Sources:

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Bond Proceeds:	
Par Amount	37,050,000.00
Premium	5,286,469.50
	<u>42,336,469.50</u>

Other Sources of Funds:	
Project Fund - Investment Earnings	1,185,686.32
	<u>43,522,155.82</u>

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Uses:

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Project Fund Deposits:	
Project Fund - Cost of Investments	41,497,616.68
Project Fund - Investment Earnings	1,185,686.32
Project Fund - Cash Deposit	283,649.00
	<u>42,966,952.00</u>

Delivery Date Expenses:	
Cost of Issuance	325,000.00
Underwriter's Discount	229,681.51
	<u>554,681.51</u>

Other Uses of Funds:	
Additional Proceeds	522.31
	<u>43,522,155.82</u>

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Note: Total Cost of Project Fund Investments includes initial cash deposit of \$46.72



*Resolution Supporting The Lost Colony*

**Description**

See attached resolution in support of The Roanoke Island Historical Association and their continued production of the "longest running symphonic drama" The Lost Colony.

**Board Action Requested**

Adopt resolution

**Item Presenter**

Chairman Bob Woodard, Sr.



## **Resolution Supporting The Lost Colony**

**WHEREAS**, The Lost Colony has been the Outer Banks' most prominent Heritage Tourism attraction for 85 years; and

**WHEREAS**, summer productions of *The Lost Colony* at the Waterside Theatre on Roanoke Island have entertained millions of visitors; and

**WHEREAS**, the mission of the Roanoke Island Historical Association is to celebrate and depict the first English settlement in America on Roanoke Island and the birth of the first English child on these shores; and

**WHEREAS**, *The Lost Colony*, based on a screenplay by North Carolina's Paul Green, first was performed in 1937, in the depths of the Depression, and President Franklin D. Roosevelt was among those who viewed the production that summer; and

**WHEREAS**, the show has been performed continuously for 85 years, interrupted only by World War II and the Covid epidemic; and

**WHEREAS**, *The Lost Colony* should be an important part of our nation's 250<sup>th</sup> anniversary celebration in 2026; and

**WHEREAS**, we eagerly anticipate the 100<sup>th</sup> anniversary of *The Lost Colony* in 2037, just fourteen years from now; and

**WHEREAS**, *The Lost Colony* remains a vital and valuable part of the life and history of our community, Dare County and the entire Outer Banks;

**NOW, THEREFORE**, be it resolved that the Dare County Board of Commissioners expresses its sincere thanks and appreciation to the Board of Directors of the Roanoke Island Historical Association for its hard work, and we pledge our continuing support for *The Lost Colony*.

This the 1<sup>st</sup> day of May, 2023.

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Robert Woodard, Sr., Chairman

Attest:

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Cheryl C. Anby, Clerk to the Board



*Consent Agenda*

**Description**

1. Approval of Minutes
2. Tax Collector's Report
3. Courthouse Computer Systems Software License and Support Agreement
4. Dare County Disaster Debris Management Contract
5. DEQ Cost Share - Miss Katie 23/24 Dredging
6. DEQ Cost Share - Walter Slough & the Crack

**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

**5:00 p.m., April 3, 2023**

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

Commissioners absent: Jim Tobin (excused)

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 Board of Commissioners meeting is archived on a video available for viewing on the Dare County website [www.darenc.gov](http://www.darenc.gov). A brief synopsis follows.**

At 5:00 p.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Tom Wilson to share a prayer, and then he led the Pledge of Allegiance to the flag. It was announced Room 168 in the administrative building was open for overflow participants to the meeting. Chairman Woodard asked for continued prayer for Commissioner Tobin and his wife.

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

Following is a brief outline of the items mentioned by Chairman Woodard:

- Requested the Board move Agenda Items 5-9 to be heard before Item 4:

#### **MOTION**

Commissioner Ross motioned that Agenda Items 5-9 be heard before Item 4.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous.

- At the south end of the old Manns Harbor Bridge was an area that Andy DeVillar and his wife had cut back and removed fallen trees, relocated sand along with the removal and trimming of vegetation. He presented Mr. DeVillar with a certificate of appreciation for his extensive volunteer work in the creation of Pineapple Beach on Roanoke Island

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

- 1) Julie Cabana, In-Home Service Aid, received a 10-year pin.
- 2) Charlene Garrish, Emergency Medical Tech Lieutenant, received a 15-year pin.
- 3) Yvette Pollock, Day Care Service Coordinator, was recognized for her 25-year pin.

**ITEM 3 – EMPLOYEE OF THE MONTH – April 2023**

Crystal Ambrose received the Employee of the Month award from Chuck Lycett who described her skills as an income maintenance supervisor for the Economic Services Unit of Social Services. Mr. Lycett stated she committed to the ongoing development of her team.

*Clerk has placed the minutes in the order the Items were addressed by the Board.*

**ITEM 5 – BROADBAND - UPDATE**

Eric Collins, Director of Government Affairs with Charter Communications, provided an update. He shared the service areas of his broadband services. There was an internet assist program to aid customers with lower incomes to receive affordable service beginning at \$19.95. Over the next 2-3 years the infrastructure would be upgraded with “high split” allowing for a more reliable system. Chairman Woodard asked about unincorporated villages on Hatteras Island, which had a single optic line by Brightspeed. Weather issues had caused the area to lose 911 communications for long durations. He asked if Charter had the ability to provide service without relying on Brightspeed’s fiber. After a brief discussion, Mr. Collins said he would check with field officers and provide an update to the County Manager.

**ITEM 6 – PROCLAMATION – “WEEK OF THE YOUNG CHILD”**

Children & Youth Partnership for Dare County presented a proclamation supporting “Week of the Young Child” for April 1-7, 2023.

**MOTION**

Commissioner House and Vice-Chairman Overman motioned to adopt the proclamation. Commissioner Couch seconded the motion.

VOTE: AYES unanimous.

**ITEM 7 – PROCLAMATION – CHILD ABUSE PREVENTION MONTH**

Children & Youth Partnership and Dare’s Social Services presented a proclamation to recognize the month of April as child abuse prevention month.

**MOTION**

Vice-Chairman Overman motioned to adopt the proclamation. Commissioners Bateman and House seconded the motion.

VOTE: AYES unanimous.

\*Mr. Nettles presented these items in reverse order.

**\*ITEM 8 – DARE COUNTY TOURISM BOARD REQUEST CONSENT EXPENDITURE FROM LONG TERM UNAPPROPRIATED GRANT FUND LINE ITEM**

Lee Nettles, Executive Director of Outer Banks Visitors Bureau, presented this item to the Board.

**MOTION**

Commissioner House motioned to consent for expenditures totaling \$75,000 from line item 4585 for a Long-Term Unappropriated Grant Award to Roanoke Island Historical Association. Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**\*ITEM 9 – DARE COUNTY TOURISM BOARD REQUEST CONSENT EXPENDITURE FROM SHORT TERM RESTRICTED FUND LINE ITEM 5160**

Mr. Nettles also presented this item for area firework awards to Avon Property Owners Association, Kill Devil Hills, Manteo and Nags Head.

**MOTION**

Commissioner Bateman motioned to consent for expenditures totaling \$55,000.00 from line item 5160 for July 4<sup>th</sup> Fireworks Grant Awards.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 4 – PUBLIC COMMENTS**

At 5:53 p.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Mr. Outten explained Item 10 was a quasi-judicial hearing for the applicant to prove they had met the conditions of the ordinance. They would present evidence for those requirements as sworn evidence. He outlined the statutory requirements for those with “standing” to testify in the hearing. He also answered why the ordinance could not just be changed to stop the development (G.S. 143-755) and why a moratorium could not be instituted based upon N.C. G.S. 160D-107.

***Following is a summary of all citizen remarks made in Manteo. There were no comments from Buxton.***

1. Justin Bateman from Wanchese asked the developer why he wanted to build the project after all of the public pushback. He opposed the development.
2. Johnnie Robbins, Jr. stated Wanchese was more like it was than any other place in Roanoke Island. He opposed the appearance of the planned project.
3. Tom Stewart was in support of Mr. Alexander’s project. He was pleased that workforce housing was a priority with the Board.
4. Rex Mann opposed the cluster homes. He felt the sewer systems were inferior in the development. He wanted to work together to find a better solution.
5. Amy Phillips stated there already was high traffic and not enough grocery stores and amenities to preserve the quality of life on the island.
6. Sybil Ross raised concern over the use of the Yorktown aquifer, stating the area’s water sources were limited.
7. Joey Daniels stated Wanchese’s zoning changed without residents being in the process. He asked the Board to look at the future and return the zoning the way it was.
8. Laurie Tillett spoke against the development. He stated putting 60 trailers on stilts was not pretty at all. He asked the Board to change the zoning back and lessen the impact.
9. Jackie Beasley had no additional comment but voiced she agreed with everyone.
10. Janine Emery said it was time to move forward with housing. She supported the development for quality housing for teachers, nurses, EMT and support staff.
11. Pattie Callum was concerned about the environmental impact of the growth of the island. She opposed the development.
12. Mitchell Bateman offered a prayer for Commissioner Tobin and his wife. A great deal of effort was placed with the Wanchese zoning model. He opposed the development.
13. Ken Mann was concerned about traffic and asked what constituted affordable housing. He was concerned with growth in an area that did not have an EMS station.



14. Amy Stone said housing needs had not changed since 1983. She disagreed the development could be considered affordable. Wanchese was not the solution.
15. Carson Creef said there was one way in and out and the traffic will be too much. There was no guarantee who would reside there to really benefit the village workforce.
16. Kobe Beasley stated Walker Park had been named after his grandfather. He loved Wanchese and asked for no cluster homes in his hometown.
17. Lindsey Kee was concerned how the emergency services would serve the area and stated EMS was not equipped to handle this added development.
18. Craig Parker said Wanchese had a problem with the EMS 911 service. He suggested the development be built in other areas owned by Dare County.
19. Chetty Parker was concerned about the amount of traffic in the area with children nearby. He asked the Board to reconsider the development.
20. Lorraine Tillett thanked the Board for returning the zoning plan back to the Planning Board and asked for a delay on their vote. They wanted single family homes.
21. Sandra Barile read the 2009 Dare County Land Use Plan for Wanchese and stated 60 stilt homes on 10.5 acres without overflow parking would change Wanchese forever.
22. Ralph Barile stated this development would change Wanchese forever. He asked the Board to have Mr. Alexander negotiate changes to the development.
23. Pixie Wescott stated how caring Wanchese residents were to one another's problems and added Wanchese was a community without adequate ambulance service.
24. Britton Shackelford recited the quote at the top of the agenda. He stated there were people who commuted for their jobs every day.
25. Robin Mann said Wanchese chose to be a unique and novel community. She requested the development not be approved and warned of a Manns Harbor request.

***BOARD RECESS AT 7:30 P.M. – MEETING RECONVENED AT 7:45 P.M.***

26. Nan Willis gave her long family history. Years ago, the Indians were driven away and now Wanchese long-time residents and their way of life were being driven away.
27. Alison Beacham lived near where the development was proposed. She stated a cluster housing project was polar opposite to what Wanchese desired in zoning.
28. Lynn Davis lived next door to the proposed development. He looked at the plans and there are septic tanks close to his home. He asked the Board to reconsider.
29. Nancy Gray wanted to encourage everyone that change was possible. She added the community was at a special place where we could plot our course in history.
30. Brimage Silver stated the applicant was willing to add deed restrictions to prevent the likelihood of the homes becoming vacation rentals. An HOA plan should be presented.
31. Mickie Daniels wanted to talk with the Board about the water quality of the area.
32. Will Brooks wanted to remind everyone that the Board was not our enemy. When tensions rose, it was easy to forget and asked the Board to do the right thing.
33. Dillon Silver, a property owner in Wanchese, stated she drove five hours to share her feelings that she opposed the development.
34. Jade Midgett opposed development and voiced concerned about the gate for the fire department. The land was low and the road was not maintained.
35. Kathryn Fagan stated zoning was supposed to be noticed and this was not properly noticed. She stated the quality of community would be lost with this development.
36. Alyson Flynn of NC Coastal Federation requested that the Board reconsider the storm water plan to prevent chronic flooding in the area.

The County Manager closed Public Comments at 8:24 p.m.

**ITEM 10 - THE VILLAGES AT OLD WHARF ROAD CLUSTER HOME DEVELOPMENT – SPECIAL USE PERMIT APPLICATION #3-2023 (Att. # 1)**

This agenda item began at 8:24 p.m. and was handled as a quasi-judicial proceeding. Mr. Outten explained the Board could only use the evidence presented at this hearing to make their decision. If the Board expressed an opinion or made a decision before the meeting, then they were not allowed to hear the evidence.

Commissioner Bateman addressed the Board and explained that he would have to recuse himself. He stated he had an opinion regarding the development and had reached out to Mr. Alexander, therefore he could not participate in the hearing or a decision of the matter.

**MOTION**

Chairman Woodard made a motion to recuse Commissioner Bateman.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous.

**Commissioner Bateman left the meeting at 8:26 p.m.**

Mr. Outten asked Noah Gillam, Planning Director, if he had presented the packet of evidence to each Commissioner and to the applicant, as statute required. Mr. Gillam affirmed he had done so. Mr. Gillam explained the applicant, Aria Construction & Development, Inc., had submitted a special use permit for a cluster home development on Old Wharf Road in Wanchese. Cluster homes were permitted subject to the review of the Board. Lloyd C. Smith, Jr., Esq. presented himself as the applicant's counsel. He called Noah Gillam as his first witness and the Clerk placed him under oath.

**Questions to Noah Gillam by Mr. Smith:**

Q. Would you state your name, where you reside and who you are employed by?

A. Noah Hardy Gillam, resident of Manteo, employed by Dare County as the Planning Director. My duties are to administer the ordinances of Dare County.

Q. Have you had occasion to become involved with this project known as Old Wharf Road?

A. Yes sir.

Q. What has your involvement been?

A. As the Planning Director, the application was submitted to me and I reviewed it before it was submitted to the Planning Board in a preliminary forum and again tonight for a quasi-judicial proceeding.

Q. Did you receive certain exhibits?

A. Yes sir.

Q. And have marked them 1-11?

A. Yes sir.

Q. That includes the application, letter from property owner, site plan, house plan, letter from George Wood?

A. Yes sir.

Q. What was the purpose of putting that letter in the exhibits?

A. After Mr. Alexander had the property surveyed, we had received notification from the Army Corps of Engineers that there was a potential for wetlands on the property and the applicant, Mr. Alexander, would have to have someone perform a wetland delineation on the property.

And that is what Mr. Woods' letter states, that there are certain pockets of wetlands that they believed they could fill through Army Corps' permit.

Q. Exhibit #6 appears to be the Dare County Fire Marshal comments?

A. Yes sir.

Q. What was the purpose of soliciting those comments?

A. Typically in any type of review of a site plan of this nature, or a subdivision, the fire marshal reviews to make sure it meets the compliance of the North Carolina fire code.

Q. And what were his conclusions?

A. That in review of the layout of the plan that it met those requirements.

Q. And you attached copies of Section 22-31.1 and Section 22-27.7 of the zoning ordinance?

A. Yes sir.

Q. And what was the purpose of doing that?

A. So that the Board in their review tonight would have the ordinances in front of them that listed out the requirements that a cluster home would have to adhere to.

Q. And has each of those requirements been met?

A. Yes sir.

Q. And the other three exhibits are concerning notices which you posted on property, notice of the hearing and notice that was posted on the website?

A. Correct, some of the notices were mailed to the property owner and to the adjoining property owners.

Mr. Smith: At this time, we introduce the exhibits which were already given to the Board 1-11.

Q. Mr. Gillam, in looking at the site plan, the requirements for cluster home development requires some setbacks?

A. Yes sir.

Q. And does this development meet those setbacks as shown on the engineered plan?

A. 22-31.1 requires that the cluster home meet the applicable setbacks for the zoning district in which it is in.

Q. And does it do that?

A. Yes.

Q. And it also has requirements concerning the amount of coverage of the entire tract is that correct?

A. That is correct.

Q. And I believe it is 30%, is that correct?

A. Yes.

Q. And does this cover less than the 30% of the entire tract?

A. Yes sir.

Q. So that in that sense it also complies, is that right?

A. Yes.

Q. Have you had occasion with the fire marshal to examine the site drawings concerning the roads and the ability of emergency equipment to get into this project?

A. Yes, his comments provided there was never a question of access. He listed in his comments where the secondary access being keyed to the Roanoke Island Volunteer Fire Department lock box system, which is a key that they have to access gates in this situation. Through the process of him reviewing it and conversations with him, it met those requirements.

Q. Even without the secondary gate it meets the requirements?

A. I can't answer that. That would be a question for the fire marshal.

Q. He is here?

A. Yes sir.

Q. While we are talking about this, this is a blown-up version of the site plan, do you recognize it?

A. Yes sir.

Q. I will mark this as petitioner's exhibit 12. Is this the gated area we talked about on the secondary road?

A. Yes sir.

Q. And explain to the Board who would have a key to that.

A. The Roanoke Volunteer Fire Department.

Q. And is that standard procedure?

A. Yes, I have seen it in other places where there is a gate involved.

Q. And this is the main drag to the proposed building development?

A. Yes sir.

The Board had no further questions of Mr. Gillam and would recall him if necessary. The Chairman asked if there was someone representing the community present to ask any questions. No one came forward.

Mr. Smith called the applicant.

Q. State your name.

A. Brad Davenport Alexander.

Q. And where do you reside?

A. I reside in Creswell.

Q. What is your relationship with the petitioner, Aria Construction & Development, Inc.?

A. Owner and CEO of Aria Construction.

Q. Does Aria Construction hold any license for the state of North Carolina?

A. Yes, I have an unlimited commercial license.

Q. What does that mean?

A. It means I can build residential and commercial with unlimited money value placed on it.

Q. Who is the qualifier for the corporation?

A. I am.

Q. You are familiar with the project at The Village of Old Wharf Road, right?

A. Yes, I am.

Q. How are you familiar with it?

A. I am the designer with House Engineering. We put it all together and tried to do something we thought that Dare County's community needed for housing for employees.

Q. And I have shown Mr. Gillam what we marked as Petitioner's Exhibit 12. Are you familiar with this site map that we have blown up so we can look at various aspects of it and other maps?

A. Yes, I am.

Q. And who was that site map prepared by?

A. House Engineering.

Q. And where are they located?

A. In Southern Shores.

Q. And are they a firm of professional engineers?

A. Yes, they are.

Q. And whom do you deal with there?

A. Rick House and David Neff.

Q. And there has been already introduced a statement from the landowner concerning your ability to have this hearing, but did you also get an option and an extension on the option for this property

A. Yes.

Q. I want to show you Mr. Alexander what I have marked as Petitioners Exhibit No. 13 and ask if you recognize it.

A. Yes, I do.

Q. What is it?

A. An Offer to Purchase Agreement and the amended due diligence.

Q. I offer Exhibit 13 to the Board. Now I will show you what I will mark as Exhibit No. 14. Would you tell the Commissioners what this is?

A. This is an Amended Agreement for the due diligence where the procedure has taken longer than we originally thought and so we had to have the due diligence extended.

Q. And what was it extended to?

A. June 16, 2023

Q. Mr. Alexander if the special use permit is issued, do you or your company intend to go forward with the purchase?

A. Yes, we do.

Q. What do you intend to build out there?

A. We are going to build 36 two-bedroom houses and 24 three-bedroom houses.

Q. Do you recognize Exhibit 15?

A. Yes, I do.

Q. And can you tell the Commissioners what that is?

A. The top part is the actual blueprint of the house plus the elevations of each. The bottom part is a rendering showing the ...looking down each cul-de-sac what it will look like at the completion of the project.

Q. And how many three-bedroom houses will there be and how many two-bedroom houses will there be?

A. There would be twenty-four 3 bedrooms and thirty-six 2 bedrooms.

Q. How will these houses be built? What kind of material will they be built out of?

A. These houses are all 2 x 6 construction for the walls. They are shotgun style houses. They have been referred to as trailers but they are far from trailers. We build anything from three bedroom to twenty-bedroom houses on the Outer Banks and they will be built to the same specifications as what we built those houses.

Q. I don't have anything to point with but can you tell me what this here is a design of?

Q. Rather than the long shotgun style house and just having a solid wall down the side, I decided to put the gable at each end so it would give some character to the houses. So, you will see the three windows with transom windows over top and they will all be facing the main road going into the development with a reverse plan on the opposite side of the road. As you are driving through the neighborhood, you will see this side of the house and gives it a lot more character.

Q. The ordinance itself requires that there be a number of parking places for cars, I believe it is one for each bedroom. Is that your understanding?

A. That's correct.

Q. And how are these houses designed to accommodate that requirement?

A. Every house has the capability of two parking places underneath the house on non-pervious concrete surfaces and then two cars on the exterior in the front of the house that will be a rock gravel drive.

Q. So you intend to comply with the ordinance as far as having two impervious places for each vehicle as required.

A. Yes.

Q. Are you familiar with the request and potential discussion at the zoning board meeting discussing covenants on the property?

A. Yes.

Q. What is the term as you understand it in the ordinance for long-term as the ordinance is written now?

A. It's thirty-one days or more. Someone spoke at the planning board if I would be willing to have it six months or more and I have no problem with that. And there have been a lot of statements that I am planning on renting all of the properties and that is not true. I do retain the right to rent some if they don't sell as fast as I want them to. Before we start they will be preconstruction pricing placed on them to start selling them.

Q. What will be the pre-construction price?

A. I think we are going to start at \$299,000 on 2 bedrooms and \$329,000 on 3 bedrooms.

Q. Are you aware of any requirement in the ordinance that you price these at any particular level?

A. No. There is not anything that I know of. We are just trying to get it in the ballpark of.....to my knowledge it will be the cheapest price in Dare County of any two or three-bedroom new construction at the present time.

Q. Are you familiar with construction in Dare County

A. I am very knowledgeable.

Q. There is a limit of size that these houses can be, the limit being 1,200 square feet. Do you know the size for the two-bedroom house?

A. It would be 960 sq. feet.

Q. How about the three-bedroom houses?

A. It would be 1,120 sq. feet.

Q. I want to return for a minute to the construction of these houses. Of course, this is just to get the special use permit, but do these houses have to be built to any other standards if the special use permit is allowed.

A. They have to be built to the same standards of any other house in Dare County.

Q. How about wind speeds for coastal counties which I believe is 140 mph, is that correct?

A. They will be built to 140 mph wind code.

Q. Are you familiar with the lot coverage on this plan?

A. Yes, I am.

Q. How many acres approximately are there Mr. Alexander?

A. Approximately 10.5 acres.

Q. And what is going to the lot coverage with the asphalt and the houses?

A. It will be less than 30%.

Q. And I am going to ask your engineer these questions, but in your opinion do these houses all meet the setback requirements and the distance requirements of this county's ordinances as written tonight?

A. Yes, they do.

Q. Who will own the houses up until a certain number of them are sold? The unsold lots I should say?

A. Aria Construction will.

Q. Is there a number when according to other laws that it has to revert to some type of association?

A. Well at 51%, up until that point Aria Construction will be responsible for all maintenance of everything in the neighborhood. At 51%, at that time we have the right to turn it over to the neighborhood association.

Chairman Woodard:

Q. Mr. Alexander, I believe it was Item 12 that showed the eastern part of the property with a gate. Is that correct Mr. Smith?

Mr. Smith: Yes sir.

Q. Mr. Alexander, is this considered a gated community?

A. No it is not.

Q. Then why do we have to have a gate?

A. That is not actually an access for the community. We put that in there extra for the fire department in case they needed a second entrance coming in for emergency situations. And it would be lock boxed with a key that is universal to all the fire departments.

Q. You answered this question, but I want it on record again. It's been said numerous times mobile homes on stilts. A mobile home as far as I know of at least in my dealings over the years is pretty much a metal structure type of unit that is premanufactured. You have stated that you will built these... this is no how no way a mobile home on stilts is that correct?

A. They are not mobile homes.

Q. You will build these just like you build a regular beach box for lack of a better term, right?

A. They will all be stick-built houses.

Q. Stick-built houses just like we do all over the county?

A. That's correct.

Q. I believe according to the conditional use permit both the two-bedroom 960 sq. feet, that's roughly 40 square feet below what's special use permit, is that correct?

A. That's correct.

Q. 1,120 square feet three-bedroom is roughly 80 square feet below what the special use permit calls for is that correct?

A. Yes.

Q. Fire walls, will there be fire walls in between units?

A. No there will not be fire walls between units.

Q. That's not code?

A. No.

Q. Will they be hard wired with smoke detectors.

A. Yes.

Q. They will be... with backup battery operated?

A. Yes. They will be exactly like the construction of any other house built in Dare County.

Q. And I believe you said that there was going to be an HOA.

A. Yes.

Q. And you will have the right to turn it over once 51% I believe is completed?

A. That is correct.

Q. I was concerned about the size of the units – I would like to have one of those 960. I had a house in Kill Devil Hills for thirty-seven years with 720 square feet. The cost to purchase I think is reasonable. What are the rents going to be? You mentioned you potentially had some possibility of rents? Do you have an idea right now what those rents might go for?

A. Based on rental property in Dare County in the surrounding area here, they would probably be somewhere between \$1,800 to \$2,200 a month.

Chairman Woodard warned the audience to remain respectful during the hearing and continued his questions to Mr. Alexander.

Q. At any time Mr. Alexander ... let me back up, you have promoted these from day one as market rate housing, have you not?

A. Yes, I have.

Q. Thank you. You have not stated that this will be essential living or affordable living type housing. You have stated from day one it is market-rate housing?

A. Yes. There are lots of rumors floating out there what this neighborhood is going to be and 90% of them are false.

Q. Right. You have been gracious enough to say that you would be willing to do a six-month lease. Would you so far as much as say that you would consider an annual lease?

A. I would.

Q. On the east side, it was hard for me and our residents out there that have seen copies of this. On the east side it doesn't appear that it's as much vegetation as the north, west and south sides of that property. Is that correct?

A. It should be basically the same all the way around. The objective is we want to plant a buffer zone so when it gets in and gets grown as well the neighbors on the outside can't look in and the neighbors on the inside don't want to look out. So, we were going to make a buffer zone so that takes care of that.

Q. How about the existing trees on the lot that are the closest to the ingress and egress?

A. Any of the trees that are in that buffer zone that are native trees, oaks or things like that, other than the tall pine trees, we are planning on leaving a lot of those in that buffer zone, as well as planting new trees in that area.

Chairman asked if other commissioners had questions.

Vice Chairman Overman:

Q. Going back to the issue regarding the setbacks. Noah may need to come up and address this just to get it on the record regarding what the standard setbacks are and rules and ordinances on that throughout the County. I think that in a prior discussion they run 10 to 15 to 8 feet in places.

Mr. Outten: Those are questions for Noah when he is called back.

Vice-Chairman Overman: There was a discussion about flood control and drainage. And I understand you still need to get a state permit on that.

A. Yes sir.

Q. What are the capacity and the terms of your design of this project right now. What's the capacity of the swales, basins and the collection areas versus any kind of normal projected rainfall?

A. That's a question you will have to talk with my engineers about. I know some about the depths of the things but they have all of the calculations and everything on that.

Q. Do you have any idea – what I am trying to get a feel for is what the capacity of them are.

Mr. Outten/Mr. Smith: In cross conversation agreed that was a question for the engineer.



Mr. Smith: Also Mr. Commissioners, stormwater narratives are contained on the map, that's why I was trying to get it closer. It is very hard to read.

Vice-Chairman Overman: You probably have an expert that is going to talk about sewage and waste, is that right?

Mr. Smith: Yes sir.

Chairman Woodard called upon Commissioner Couch.

Commissioner Couch questioned Mr. Alexander: I've lived in Hatteras all my life, my 63 years, and my biggest concern with this all along has been the homeowners' association because I can tell you two cluster home developments down there where the cluster home developments for essential work force were there for a very short while and then they became Airbnb and rented out to kite boarders, wind surfers and stuff like that. What kind of assurances can we have – and you might not be able to answer this. Maybe this is something that the docs and the bylaws will have to be drawn up with a homeowners' association. But I'm asking you if it is your intent and in the spirit of workforce housing that this will be for people, for healthcare professionals, for law enforcement people, for cleaners, for people who make our economy go. I would like some assurances.

A. 100%. If I had any thoughts of making it any other way I would not have offered to make it a year lease. By putting that in there I feel that that takes care of that and prevents that from happening.

Commissioner Ross: I think you're asking if you sell the property to John Smith, John Smith isn't going to...

A. It's the same thing

Commissioner Couch: That's what bylaws are for.

A. I have no problem with... If I own them and I rent them, that's how I would want to have it. So, anything that I sell with have that in it.

Mr. Smith: (addressed the Board) If I may intercede here, you have the power to add certain conditions to usage when its granted and we are perfectly content with making that a condition of use that it's got to be year-long rent to whoever owns them.

Chairman Woodard called upon Commissioner Ross.

Commissioner Ross: This may be satisfied by the experts, but I was looking and I heard during public comment this thing is going to flood, it can't drain, there is no filtration, this is going to be really bad. I've been studying the drainage maps and the drawings and it appears that the calculations show a storage requirement of 46,000 cubic feet. I'm reading off the chart – compared to provision of storage of over 90,000 square feet with the addition of grass swales not included therein which would add additional absorption and/or filtration of stormwater. It's prepared by House Engineering. I presume they are licensed engineers and they do this for a living?

A. Yes, they are.

Q. So, I also heard public comment that the calculations were completely inaccurate and incorrect.

A. That is not correct.

Q. Ok. Second point. I understood that there was some concern and question about ingress egress, traffic on the turn, and the site lines at the entrance, not the security gate that will be for emergency vehicles, but the main entrance in and out, would be unsafe because it is part of that sweeping turn that sweeps around Old Wharf Road. Has any traffic study or analysis been done?

A. Yes. And I have two of the people from the traffic study here tonight.

Q. So we will be hearing from them?

A. Yes.

Commissioner House questioned Mr. Alexander: In the previous questioning you said you never said this was going to be affordable housing, but market-rate housing. Is that correct?

A. Yes. It's going to be affordable as it can be in Dare County.

Q. I was just asking because on your application, project description: affordable housing. I just want to make sure there is a clarification and that we are all on the same page.

A. Yes.

Q. Since the houses are so close together, and I've been in fire service for thirty years, are you considering residential sprinkler systems for those houses?

A. No I'm not.

Q. Would you consider doing that?

A. That would be something that I would have to look into.

Commissioner Ross: Do you have any estimate about what the additional costs that would be added to the \$299k and \$329k rough estimate?

A. No I would have to look into finding out. I'm not sure what that would be for a two or three-bedroom. I know on a bigger house. I'm building a twenty-bedroom right now and a residential sprinkler system has been quoted anywhere from \$40-55,000.

Commissioner House: Also, it has also been brought up several times before from some of the people in the community are wondering, with your design and everything laid out – obviously we are going to have families there with children and obviously your lot coverage does not cover the entire lot.

A. No.

Q. Are you planning on putting a play area for these children that are not in a swale, they're not in a retention area for stormwater, it's separate from everything else and would be high and dry for them to play in?

A. There is repair areas at the back end of each one the cul-de-sacs that is high land and is not in the swales. That's six different areas that could be considered as play areas.

Q. Alright. I have some other questions for your engineer when he comes up.

Mr. Smith questioned Mr. Alexander: I forgot to ask you. Are any of these buildings going to be more than 40 feet in height?

A. No they're not.

Q. And regarding the emergency services, just so there's no confusion for the commissioners, this gate was something that was requested to be put there by the fire marshal?

A. Yes it was.

Q. And the main entrance is here (pointing to site exhibit)?

A. Yes.

Q. So has the fire marshal requested you to name each street that comes in there?

A. Yes.

Q. And you and your engineers, more the engineers than you actually, studied and followed his weight recommendations for emergency fire equipment coming onto this property, if necessary at 75,000 pounds.

A. Yes, all roads will be able to meet that criteria.

Chairman Woodard asked if there was anyone in the audience representing homeowners that had any questions for Mr. Alexander. (There was not.)

Mr. Smith called Rick House (he was placed under oath by the Clerk):

Commissioner Ross: Who are you sir?

Mr. House: My name is Rick House with House Engineering, I am a special engineer.

Commissioner Ross: So, you prepared all of these?

Mr. House: Yes, me and Dave Neff.

Mr. Smith: Mr. House, you live where?

A. In Kitty Hawk, North Carolina.

Q. Would you state your educational background please.

A. I went to Virginia Tech and got a bachelor of civil engineering in 91', worked at Norfolk Naval Shipyard for seven years as a structural engineer and a naval architect. I worked underneath a professional engineer for the four years I needed to before I could take the test. Professional engineering test that is. Took that test and passed it in 1999 and opened up my company in May of 1999.

Q. Do you hold licenses in several states as a professional engineer?

A. I've got my national council record which allows me to practice in thirty-eight states. I have an active license in eight states, including North Carolina.

Q. What are the other seven?

A. Virginia, South Carolina, Georgia, Tennessee, Texas, Oklahoma and Mississippi I think? Oklahoma for sure. Eight states right now with active licenses, including North Carolina and South Carolina.

Q. We previously introduced before the Board through Mr. Gillam some drawings, site drawings for this project. Did you and your associates and employees do those?

A. Yes

Q. Are you familiar with them?

A. Yes.

Q. Tell me how these site plans were first developed. What was the first thing that was done?

A. The first thing we looked at was the site needs to be over 10 acres. And the setbacks, trying to figure out how the traffic circulation would work and how the fire, emergency services, and trash pickup and things would all work. Building layout, parking, and things like that and we come up with this for a very efficient use of the property. There're not many wetlands on it. I think it's less than a tenth of an acre of wetlands that we're planning on...

Commissioner Ross: I think it was 4,000 square feet, which is less (inaudible)

Mr. House: Given that we've come up with this plan for you guys.

Mr. Smith: Where is the main entrance?

A. The main entrance is right here.

Q. Can you describe the layout.

A. It comes in with a 22-foot wide entrance all the way to the back where we've got room to turn our emergency vehicles. They can back in and front load the dumpsters at the very end for trash pickup. They can back into one of the finger roads, as you call them, and turn around and leave. There're six finger roads coming off the main road, that break the property up so we can put seventy-six feet long buildings in.

Q. I understand these are going to be stick built?

A. Yes sir.

Q. Tell us about the roads and swales. What will they be constructed of and what weight bearing will they have.

A. The roads will be built to road standards and carry a 75,000-pound wheel load. They will be made of a base course of rock, 6-8 inches and then an i-2 asphalt, and then the driveways for each one will be gravel driveway for imperviousness.

Q. And did you also plan concrete underneath each of the structures?

A. Yes that is correct. Concrete underneath each structure, in some form or fashion to add at least two parking spaces under each one – two in and two out.

Q. And is that one of the eight requirements to qualify for this special use and build?

A. Yes, it is.

Q. And this may be a little unfair and I may have to recall Mr. Gillam, but are you familiar with the setback requirements?

A. Yes, in the VR-C2 zone district, I think they are 25 in the front, 10 on the side, then 15 on the side next to Brinkly if it's a corner lot or road, and then 20 in the back or 20% of the lot depth, whichever is least.

Q. And does each of these structures shown on this site map, which is also a storm drainage map, reflect like that?

A. Yes, they do.

Mr. Smith: And we have another map that I will mark 16, what is that?

A. This is a site utility plan. C2 of the eight sheets in the binder that we have given you guys.

Q. Just walk us through the general requirements.

A. Basically it says that the subject property, the street address, the developer, the parcel ID number, the global PIN, the recorded reference parcel area.

Q. And what is that?

A. 10.55 acres.

Q. Alright, go ahead please.

A. And then the proposed development is the 36 2-bedrooms and 24 3-bedrooms that Mr. Alexander mentioned earlier. Lot coverage is 28.45, which is under the 30%, which is required by zoning. Parking data: 60 units and one space per bedroom, we have 144 spaces. Total spaces required: we have 144 and total spaces provided is 204. So, we are overparked by 60. So, the zoning is VR, Wanchese Village Residential. The dwellings shall be rented on long term basis as defined. I don't know if you want me to read through every one.

Q. Tell us about the roads?

A. The roads are constructed of material to have all weather surface, capable of carrying the imposed weight of fire apparatus of at least 75,000 pounds, which I said earlier.

Q. Returning back to Exhibit 12, and you see the storm drainage, are you familiar with that?

A. Yes, sir.

Q. Now this seems like a rudimentary question living on the coast, and I've been flooded four times at my office, but tell us what storm drainage is about.

A. Stormwater collection is mandated by the authority having jurisdiction in the state. Typically, we are using in Dare County unincorporated a 10-year, two-hour storm, which is 2.15 inches per hour which adds up to be 4.3 inches for the storm, designed storm and we carry twice that on this project. We are right around 43,000 cubic feet and I think we are holding in excess of twice that.

Q. What is the purpose of holding twice that?

A. Just the factor of safety. Generally, we try to meet the main guidelines, that's also not letting any of the stormwater leave the property. Before anything leaves the property, it goes into an erosion side ditch. It has to only get to the ten-year, two-hour storm, but we've got twice that amount on this particular property. It just worked out that way. The soil scientist that we had and we found out what the water table was, designed our stormwater swales and that's the volume calculations we came up with.

Q. Mr. House, does Dare County itself have an ordinance controlling drainage, or are we under the state's purview?

A. This is Dare County's 10-year, 2-hour storm requirement. First inch and a half of rain has to be kept on site. We ended up keeping nearly 8.6 inches on site before anything leaves the site.

Q. Tell us about the septic system for this proposed development please?

A. The septic system is a TS2 type system. It's six, roughly 3,000 gallons per day system. It's a series of tankage and drain fields that pretreats effluent to certain level of qualities so that it can be distributed in a LPD drain field. And those are shown here (points to six locations).

Q. And who did you associate with, if anyone, to help you design that?

A. Mike Stidham at EZ Treat is the fella we worked with for years now on dozens and dozens of projects. We have a very good working relationship.

Q. Is this drainage system like the septic system I might have at my house, or is it something more fancy?

A. It's a little different. The effluent quality coming out of this is a little better – irrigation quality effluent coming out of this system. It's called a treatment standard 2. The effluent quality coming out of a gravity system that has not been treated other than to be anaerobically treated inside of a tank so there's not any circulation or any denitrification or any UV stimulation of the "bad things".

Q. What's the effect of that?

A. It makes the quality effluent going into the drain field much less hard to take on the water table and the environment.

Q. Let's talk about emergency water system and hydrants. Was that designed into this?

A. Yeah, we use the rule of 400 foot as the hose is laid from the fire department. To be able to protect any building so there are fire hydrants added in a couple of locations. Right here on the main road you should see some fire hydrants. I'm trying to find them before I point them to you sir. detect any of this – (some inaudible conversation) I don't see them on this plan. It's probably on the other plan.

After several plans being reviewed for location, Mr. Smith asked Mr. House:

Q. Is it your testimony that the hydrants ...

A. They are on there per the requirement. I just can't see them. They are going to be such that they are 400 feet from the edge of any building, as the hoses are laid down on the road for protection.

Q. What size pipes are laid down?

A. Minimum six for fire hydrants and I think the main, water main at Old Wharf Road is twelve-inch diameter that we will be tapping into.

Chairman Woodard: Mr. House, has it been considered or is it even approvable by NCDOT. The county doesn't own the first street. I apologize for lack of proper terminology, but an approach lane going into the community rather than just you got a two-lane road and turning. Is that something that would be approved by NCDOT or something you guys?

A. DOT would recommend something like that in the program that we get from DOT yes.

Q. Is that something that you guys would consider?

A. I think we would consider that. I think it is a good idea from what I have heard tonight.

Q. In light of the traffic and what's been said I think that's critical if you guys will certainly entertain that. I would ask Mr. Anderson that and I am sure, rather than calling him back up.

A. We'll look at that.

Q. You mentioned that the sewage is a TS2 system and I've looked at those and done some studying on that. Pretty impressive. I'm told or I have read that once it goes through the regular system and you got pumps that treat it and for lack of a better term macerates its again?

A. Recirculates. Basically, it drops the solids out and treats the water and by recirculation and detention time.

Q. Am I correct in making a statement that potentially that once it hits the drainage system it would be a gray water type?

A. That's correct.

Q. Is it recommended, just like at my home...

A. It's an unabated wastewater system that the state has approved and is it recommended for areas where you need to save space its recommended. Its on the expensive side so if you can get away with a lesser treatment for a personal home, I would probably recommend that. But for something like this where we're treating a lot of effluent, it's a great, great way of handling that.

Q. That's not where I was going with this. But that's ok, I'm glad you said that. I am fortunately on a town system now; but for forty years, I had a septic tank. Where I was going with that is...

A. It's better on the environment.

Q. Is there something in the HOA documents that you entertain recommending that the association look at cleaning those on a five-year basis?

A. There is an operation and maintenance agreement that you have to have in place that is every six months I think... yearly?

Q. Because you got to have an operator that has to respond in twenty-four hours is that correct?

A. That's correct.

Q. Now I looked with our planning director and there was a little controversy there with the drainage. You talked about the state and I didn't follow that like I should have, so I'm going to ask our planning director to come up again later ... I don't know if its proper to do it right now since my fellow commissioners haven't had a chance to ask questions. But I am going to ask him to come up and ask that in a minute.

Commissioner Couch: Just to get clarification, the light goes off and you got a sewage problem with sixty occupied houses and every bedroom is full in there. The light goes off. Am I understanding you correctly, they've got eighteen hours to get there, diagnose it and fix it?

A. It has twenty-four storage capacity built into every system. Each system is capable of 3,000 gallons so you wouldn't have all sixty on one. You would have ten on one and you would have six systems. And I doubt all six would go alarm at one time. So, I think twenty-four-hour storage capacity and being able to get that taken care of with an operator is a reasonable standard.

Vice-Chairman Overman: With regard to maintenance, who is responsible for it before and after the HOA takeover of the development?

A. The septic system?

Q. Yes.

A. Well I don't know exactly. I am thinking the developer needs to be and the installer are responsible for it until it is turned over. I guess there would be an installer and the developer until the operation of maintenance agreement is put into force through the HOA.

Q. Let's take it one at a time. Before the HOA, whose responsible for it?

A. The developer.

Q. Ok after the HOA?

A. The HOA.

Q. So they would be calling and contracting the same people each time, right?

A. Yes there are several operators that maintain these type systems. One of those guys or groups would be on hire to take care of that twenty-four seven.

Q. Just a question that was asked about if one of the systems fails you got a twenty-four-hour lead time.

A. A capacity for your septic tankage, yes sir.

Q. Now getting back to a perfect storm type system, I am asking the question because I know nothing about a TS2 system. You get a heavy rainfall, you get that two-inch rain fall you were talking about, does that have any bearing at all on that system's twenty-four-hour capacity?

A. No the rain fall - the septic system is a sealed system so stormwater will not infiltrate that.

Q. How long, you said they had been around for a long time, how long have these TS2 systems been used?

A. TS2? Two decades probably. This particular one, I want to say fifteen years. Twenty-three years?

Q. So you got a great history on them?

A. Yeah, we've got two decades at least, I'm sure. We've done dozens of them.

Commissioner House: One thing I want to do is clear the air because I've heard this from a couple of other people from the Wanchese community. You and I are not related even though we have the same last name?

A. We're not but you look like my older brother.

Q. And I am not employed and I do not reap any benefits from House Engineering?

A. None whatsoever.

Q. Couple of things. The TS2 system, this is not brand new. They've been around for a while?

A. Yes.

Q. Are there many here on the Outer Banks already?

A. Absolutely.

Q. Especially some of those bigger houses on the beach?

A. Bigger houses on the beach, some restaurants, we just did a system startup today down in a small motel right in Kitty Hawk. There are dozens, literally dozens if not hundreds on the beach.

Q. So I can say it is not new to the area and they've been proven?

A. No.

Q. Also, in Southern Shores there is a cluster home there, forty units built on four acres?

A. That's right.

Q. Now with their stormwater in that particular area they do have some swales but they have a retention pond. Now I noticed with this system you are actually covering like over twice, double, almost triple the amount that you would need.

A. For stormwater?

Q. For stormwater.

A. That's right.

Q. But, if it were to come to fruition that the numbers were not right on this, is there enough room on this property as it sits, to actually have to go back in and dig a retention pond if necessary?

A. We have repair area fields yes sir. We have a full repair area field for this particular job.

Q. So if the calculations were wrong, you do have an area that you can go back.

A. We have a 100% repair area.

Q. The other question I had with the two fire hydrants and all that and those were with... I got confused on a couple of your questions, was that a 12" or 8" line?

A. It's a 12" line on Wharf I believe that is existing, and it's a 6-inch minimum for fire hydrants. We could go to an 8 if need be, but I think six is plenty for fire flow. We will be doing fire flow testing to make sure that we have the proper gallons per minute and that will dictate what we use.

Q. And that will be on the dead-end system not a loop system, correct?

A. That's a dead-end system that I can't see right now because I don't have glasses on.

Q. And I'm sure Fire Marshal Kovacs has gone over the calculations for that so I'm good.

Commissioner Ross: An awful lot of talk here about septic systems. I heard public comment say that this will smell like an open sewer. Do you have concerns as an engineer that the system will result in the neighbors smelling sewer?

A. I do not.

Q. Ok. Number two, I have a note saying that the calculations made on stormwater, retention and runoff are grossly inaccurate and done incorrectly. Under oath, have you done grossly inaccurate and incorrect calculations?

A. Absolutely not.

Commissioner Couch: Just an observation and to confirm that it is a twelve-inch line coming down Old Wharf Road and then running down Brinkly according to Dare County website, it is six inches around on over to Hooper Lane.

Vice-Chairman Overman: We were talking about HOA versus developer in terms of maintenance for the TS2 system. Will the HOA have a funding source or a fund or something that they donate to for the repairs and maintenance?

A. Typically there would be HOA fees involved.

Mr. Smith: I will recall Mr. Alexander to deal with that question.

Chairman Woodard: Mr. Smith, do you have another witness that you will call?

A. Yes sir.

Chairman Woodard: Before you do that, I would like to clarify if I can call our planning director up.

Mr. Gillam returns for questions.



Chairman Woodard: Noah, you heard that statement on the drainage issues. Can you speak to that?

A. Yes sir. Dare County doesn't have any stormwater requirements in their cluster home ordinance or in the VR ordinance. From my understanding in talking to the engineer that I have been dealing with in the project, which was David Neff, who works for Mr. House with House Engineering, that his design is designed to the North Carolina State stormwater requirements. When you disturb an acre of property, the state has two different sets of permits that you have to go through. One of them is the North Carolina Sedimentation and Erosion Control permit. As part of that permit, you are required to get a low-density stormwater permit through the state. But the conditions for both of those permits have been addressed through conditions with the special use permit.

Q. Thank you Noah, I just wanted to clarify that.

Mr. Smith questioned Mr. Gillam:

Q. The state has to issue those permits assuming the Board issues the Special Use, right? They will look at it. They will make determination.

A. Yes sir. The applicant won't be able to break ground or do any ground disturbing activity you know, removing dirt, pushing dirt, doing any of those until they had the permit.

Q. So they would have to get a bunch of permits before they would move dirt, is that correct until they had proven to the state satisfaction that these things had been met, is that right?

A. Yes sir. With review of the project there are three permits that would be outside of the scope of Dare County. One would be the wetlands and field permit for the Army Corps of Engineers. The other two would be the North Carolina Sedimentation and Erosion Control permit issued by the North Carolina Department of Environmental Quality, and as part of that would be the North Carolina Stormwater Management Permit.

Chairman Woodard: Hold on a minute Noah, we've got a setback question we need to ask you.

Vice-Chairman Overman: Getting back Noah to how close the houses were together and how close they were on the back end and front end. How about go through those setback ordinances in the county and what the rules are there.

A. So this is in Wanchese Village Residential District. The front yard setbacks going to be 25' measured from the property line. The side yard that doesn't abut the corner of Brinkly Drive, those are going to be a 10' side yard setback. The side that abuts Brinkly the VR District requires that there be an additional 5' requirement on that for that side abutting Brinkly Drive, so that would be a 15' side back. The rear property line set back would be, I believe it's 20' or 20% not to exceed 20' that's how it reads in the ordinance.

Q. So simplify it. On both ends it's about 20'.

A. Yes sir. (Mr. Gillam went to the map to repeat the information and it was inaudible.)

Q. And I think you had mentioned to me in a prior discussion when we were talking about this that in some places in Dare County its as low as 8' that houses can be apart?

A. Yes sir in the R4 district, which is portions of Colington Island, they have an 8' side yard setback for all their residential lots in that development.

Q. Ok, so these setbacks are ...

A. Their property line setbacks here are greater than that. The building setbacks per the requirement or the building separation requirements in the cluster home ordinance are 15'.

Mr. Smith asked Mr. Gillam: Are you familiar with the proposed landscaping around the property?

A. Yes sir.

Q. I am going to show you Exhibit 17. Does the landscaping meet up with what you understand was required or allowed?

A. So for clarification for the Commissioners, you have all these sheets in the packet provided by myself. This is sheet C4 of 8 out of that packet. The Dare County Cluster Home ordinance does not require any type of buffer. The applicant shows a proposed a buffer on his site plan. And so, as a condition of this Special Use Permit, myself and the Planning Board thought it appropriate to add a condition to the Special Use Permit that made this requirement and I believe it's in there it reads he shall leave existing trees and strengthened that with indigenous natural bushes or something to that affect. I don't have the language directly in front of me.

Commissioner Couch: Correct, I'm reading it.

Mr. Gillam: And I believe again on the bottom property boundary against Mr. Werth's property and the properties on Old Wharf state that the applicant proposed a fence there and that language is again included in the Special Use Permit.

Chairman Woodard: Well the vegetation buffer is Item 14 under the special conditions listed in our packet.

A. Yes sir. And again, that was not a requirement of the ordinance but the applicant had his designer show that on the site plan so I felt it was appropriate to include that as a condition that that be installed.

Mr. Smith: I have no more questions, but I would like to submit (C4 of 8) that as Exhibit 17.

Chairman Woodard: At this time is there a representative attorney in the audience that represents the citizens of Wanchese that has any questions to ask of Mr. House? (No one came forward) Mr. Smith continue with your next witness.

Mr. Smith called and questioned Mike Stidham

Chairman Woodard: Mike Stidham and what is your profession?

(Clerk placed Mr. Stidham under oath.)

A. So I am the Vice-President and co-owner of EZ Treat, Incorporated. We manufacture waste water treatment systems.

Q. Where is that located?

A. Our factory is in Catlett, Virginia.

Q. What type of...you heard Mr. House's testimony?

A. Yes.

Q. Was he talking about a system you sell?

A. We manufacture the system so the TS2 system is a treatment standard two developed in...it came into effect in North Carolina in July 1, 2007 under the 1970 rules. So, what it does, it allows due to the quality of the effluent, we get reductions and allowances for the quality effluent that we get with this, which allows us to develop these properties where we have vertical separation issues. Water in lands and reductions that we may need from (inaudible).

Q. So go back you said vertical?

A. Yes we get vertical separation so instead of a conventional gravity system, you need to have 30" of dry soil basically good soil. By using a TS2 system we can reduce that down to 18" and in some cases even 13.

Q. What's the effect of stormwater on these systems?

A. No effect to the treatment system itself for stormwater.

Q. Why is that?

A. We are one of only two systems in the country that passed the NSF350, which is a reuse quality testing with the National Science Foundation. So, there are more credits coming out for a system like ours here starting January 1, 2024 with the new rules, the 18E Rules, which actually allow us to even reduce and do even more better things than what they're doing on the property. Right now, we are required to have 100% drain field, and as of January 1, 2024, in type one soils, sandy soils, we won't be required to even have a reserve drain field.

Q. But in this one you do have a reserve drain field?

A. Yes sir we do.

Q. And how are these systems maintained? How is this project going to be maintained?

A. It's being maintained by rule. Right now, there are six systems on there just under 3,000 gallons a day. So, each of those systems will require a maintenance operator. He'll have to make four visits a year and will have to test the system for the quality effluent twice a year.

Q. And is that required by the State of North Carolina?

A. That's by the State of North Carolina, and the operators have to be certified. They can't just have an operator's license. I have to certify that operator so I have to know what they're doing... I train them personally. So, I work very close with these guys. There is I think right now five or six operators in the region from Hatteras all the way up through Corolla. Not anybody's going to be doing this. They've got to demonstrate to me that... it's just like if you had a BMW, you don't want a Chevy mechanic working on your BMW. You've got to demonstrate to me that you are doing this... then the operator's required to turn in these samples and these inspection reports to the local health department, the state health department, and to the owner. So, before we can get an occupancy permit on any of these buildings whatsoever, when we start this system the contract has to be in place with the county. The county has to have a copy that the contract's in place or they will not issue the occupancy permit.

Q. Is there an odor problem with this system?

A. Lots of septic systems have odor problems. With our type system, a recirculating medium filter, if you have an odor to it, then we know there's a problem. And typically, that's a user issue. It could be something like somebody on chemo that killed the biology in a single-family house or it could be something happening inside the facility, but when you get an odor, you know that that system's not functioning right. The correction on that is one sampling the effluent sample from the septic tank intake to make sure nothings killed the bacterial system. So, if it kills the bacterial you are going to have a resolve for it. But the worst thing that could possibly happen is you have to pump the septic tank and fill it up with clean water and restart it. It's not a major issue. We've been doing this for twenty-years, as of February here in the area, even the market place. We're in Southern Shores and there's a 20,000 gallon-a-day system there. We just installed an 18,000 gallon-a-day system over at the – it's a sea ranch over on the Beach Road, revitalizing that system. I would say we're probably in the neighborhood of, I would say between 150 homes here between Currituck and Hatteras, up and down the beach with systems consisting of single families, major rental properties, subdivisions, all over the country, we do RV parks, campgrounds, restaurants, shopping centers, subdivisions. We are the largest manufacturer in North Carolina throughout the whole state. So, I think we're somewhere in excess of 60% of this type work is done as EZ Treat.

Mr. Smith: Those are my questions Mr. Chairman.

Chairman Woodard: Mr. Stidham, am I to assume that this TS2 system requires less than the normal one-story beach box house drain field?

A. If you have a conventional system, a septic tank and a leach field, TS2. I get a 40% reduction right off the top of the size of that drain field. If I go out and do what's called a special assessment, hydraulic study over a period of twenty-four hours, and demonstrate that the soil has the ability to move more water than that, right now, typically here in the beach, in type one sands we get about 1.2 gallons a day per square foot with a drain field. But after doing the hydraulic study over here on the Beach Road, we've got systems that do 3-5 gallons a square foot. The way everything is, it's prescriptive in the rules. It says you can do "x", but if you want to go spend the money to prove that you can do more then you have that opportunity. But the burden becomes the owner's burden to prove.

Q. I missed this, you said the operators are certified. These systems are required to be inspected how often?

A. Well for under 3,000 gallons a day, which these systems are, they will require that the operator make four visits a year for maintenance and operation, and he has to test the effluent twice a year.

Q. Now when the inspector takes the sample, does he take it from the system or does he take it from the drain field?

A. Ok so he'll take the grab sample out of the pump tank that goes to the drain field. So, most of these systems are under pressure, even though we're on flat lands, we've got to pump it anyway. So, I don't know of any gravity system that I have here in the Outer Banks. Everything is under pressure, so in the pump tank he'll take the grab sample, the operator will, and he'll bring it down to the lab and have it tested and we get the results back in about a week or so.

Q. Would you characterize my statement earlier to Mr. House as a factual statement that this drain field once its going through this TS2 type system is equal or better than gray water?

A. It's not gray water, it's water.

Q. So, it's even better?

A. Yeah gray water is not clean.

Q. I know what gray water is.

A. This is reuse quality water. It's water.

Q. Thank you my friend. Appreciate your testimony

Commissioner Couch: No questions.

Vice-Chairman Overman: I must say it sounds like a pretty impressive system. You said something earlier about solid separation. I guess it gets into how the system operates, but if you would, go into that. You said the solids separate and then the water goes on back through the system.

A. Basic septic tank 101: We branded this thing and call it a septic tank. What it is is a biological digester. So, every component has a job. The septic tank itself separates your solids and your scum, so you will have a scum layer up top of toilet paper and then you will have a clarified zone and the solids will settle out at the bottom, which are typically your organic carbonic material. So, there is a filter in that tank that filters down to one sixteenth slot that comes down into the clarified zone and then draws water from the clarified zone and moves it over to what we call a recirculation tank. Then in the recirculation tank I'll have

pumps in there that pumps up to the pods and they're treatment pods, which are basically a synthetic sand filter and will recirculate that about seven-to-one time ratio. During that process, the bacteria grows on the media. So, it's a service area equation, how much media you have in there, so we dose that and feed the bugs that grow in there and keep that healthy. After it comes out of the pods it will go to a device called a bypass valve which will split the flow 80/20. Eighty percent will go to circulation again and 20% to your pump tank to go over to your drain field. In that process is where we do the water, I mean...

Q. So the solids are eventually broken down?

A. Solids stay in the septic tank. They stay in the septic tank as a digester. That's why we need to protect those bugs. Those bugs there are deficient of oxygen. So, when we come over to the treatment system, we are introducing the oxygen in a surface area for those bugs. So, it's an anaerobic to aerobic condition that does the process.

Q. So when the water comes out, you said, currently where you are in the project right now you need how much depth?

A. Well with the LPP system on this job it's probably going to be a bed system, but you know to your seasonable water table, I'm good at 18". If I use drip irrigation rather than LPP, then I can make it 13" instead of 18".

Q. Do you know how much fill is going to be put on this lot?

A. They're currently finishing up the soil work right now. I don't have that information sir.

Commissioner Ross: Wally, the information is between 15,000 to 18,000 square feet.

Vice-Chairman Overman: Maybe I'm not asking this question right. When they cut trees, clear the land, and back in with fill, that fill is going to have a certain depth, and what I am trying to get to is ...

A. It may not have any. We don't know, because the soil study that they are doing right now is going to tell us where that seasonable water table is.

Q. Gotcha.

A. If I am more than 18" above that seasonable water table then I don't need it.

Q. Ok that's what I needed to know. Thank you.

Commissioner House: I'm good.

Commissioner Ross: I heard public comment that there was a serious threat that this development would destroy the aquifer under Roanoke Island. Can you testify under oath that you do not have concerns that the aquifer will be destroyed?

A. I can testify under oath that my equipment is not going to destroy your aquifer.

Q. Ok thank you.

Chairman Woodard: Is there a representative in the audience, an attorney representing the homeowners of Wanchese, if they have any questions of Mr. Stidham. (addressing someone that stood up). Are you an attorney? I need you on record. You will have to be sworn in and you have to have standing. (inaudible response)

Mr. Smith: I am lodging my objection. She has to have standing and unfortunately she doesn't.

Chairman Woodard: She said she was a property owner.

Mr. Outten: Questioned the resident and determined she did not have standing to testify.

Chairman Woodard: Mr. Smith would you bring your next witness please. (Clerk placed the witness under oath) State your name and who you are with?

A. Jessup Lee Lewis.

Q. And your profession Mr. Lewis?

A. I am a licensed engineer in North Carolina. I specialize in transportation.

Mr. Smith:

Q. Mr. Lewis would you tell us a little bit about your educational background.

A. I graduated from NC State in 1993 with a bachelor of science in civil engineering, specializing in transportation.

Q. And you are a licensed professional engineer?

A. I am licensed in North Carolina and Virginia.

Q. And how are you presently employed?

A. I am employed with VHB Engineering as senior project manager, again specializing in traffic and transportation planning.

Q. And what does VHB Engineering NC, P.C. do basically?

A. All kinds of engineering, transportation and traffic engineering is just one of them. We do structures, environmental studies, airports, specializing in bicycle and pedestrian planning as well.

Q. And does it do road traffic studies and road impact traffic studies?

A. Yes. In the past ten years we have performed 200 studies similar to this one.

Q. And are you familiar with this project that we've been here about tonight?

A. Yes.

Q. How did you become familiar with it and what were you employed to do if anything?

A. We entered into a contract in mid-February to perform a traffic impact analysis study for the development.

A. And how did you do that?

A. Once we entered the contract we mobilized staff to set up video cameras at three intersections along Old Wharf Road for the purposes of gathering traffic data. Once we got the traffic data in then we got it processed and we started working on our analysis as well. The original goal was to be here I think in March, but we got postponed until today.

Q. Was the study required by the North Carolina Department of Transportation?

A. It was not, but we did perform it to their standards and we submitted it to them for any kind of feedback. We haven't received any written feedback yet.

Q. When you did this was there any type of... when you did this what was the purpose of the cameras?

Q. Well in the olden days we would have people set up with chairs by the roadside and press buttons or even make tic marks on a piece of paper counting cars, but now the new way is to actually put video cameras up that actually video and then we send the video out for processing and get the data that way. It's very reliable and its preferred standard right now by NCDOT.

Q. And did you in fact prepare a written report?

A. Yes, we did.

Q. And I want to show you what I have marked as Petitioner's 18, which I am going to hand to Mr. Outten. If the Commissioners would like a couple of copies, I have some extras.

Q. What period of time that you did this traffic analysis.

A. We gathered traffic data Wednesday and Thursday, February 22<sup>nd</sup> and 23<sup>rd</sup> I believe for two days of weekday traffic and also the following Saturdays. We did counts, we have a weekend count as well.

Q. Why did you pick a Wednesday and Thursday during the week?

A. We typically try to capture days when schools are in session so we make sure we capture that peak traffic. So peak areas in the am and pm so we try to get those and Saturday we just picked the highest peak hour. Again, that is standard practice.

Q. I was going to say, does this meet the standard for the North Carolina Department of Transportation?

A. Yes.

Q. What is the speed limit on Old Wharf Road?

A. It's 35 mph.

Q. And did you come to certain conclusions after arriving all of the data that's in this 100-page plus report?

A. Yeah, we concluded that even though there was going to be traffic generated by the site, it's not going to be a significant level so as to create exceptional queuing which is backing up the traffic at the existing intersections or delays at the existing intersections.

Q. I believe on page 20 of your report, you have your conclusions?

A. Yes.

Q. Could you just walk us through those because they're way above my pay grade?

A. Basically on the intersection that we studied we are operating at a really high level of service A and B.

Q. And what does that mean?

A. Which means they have less than fifteen seconds of delay on average during the peak hours of study.

Q. Is that a good thing or a bad thing?

A. It's a good thing. These are unsignalized intersections and typically you go to full service E and F and actually be acceptable for these intersections, but we're not even approaching that here.

Q. Is it correct that A for example would be the best?

A. A is the best.

Q. Did you come up with any recommendations for the site?

A. For the site we analyzed that just a single driveway with a single inbound lane and one outbound lane, we did not study any additional improvements at offsite intersections. Although I understand there is some discussion now about adding like a decel lane going into the site.

Q. And why didn't you propose that?

A. We try to be conservative in our analysis. Look at the least capacity improvements at the intersection – and just see what we had to work with and so we had very good level of service so we didn't recommend adding an additional unsignalized road.

Q. I am pointing here at Petitioner's 17 in which the road appears the same on all of them. So, you're saying your recommendation was one lane in and one lane out?

A. Yes based on the traffic goings.

Q. And would you have any other recommendations at all based on your study?

A. No just make sure we have at least one lane in one lane out that was it.

Q. For example, were there any certain traffic density out here were there any left turns off of Pugh Road that you found on any of the three days that you did this turning onto Old Wharf Road?

A. No.

Q. And did you determine how much of an increase there would be in traffic by assuming that in 2024 this is built – this project is completed in 2024 over what was out there in 2023?

A. Yeah, we'd anticipate that during the weekday A and B our increase of just over 50 vehicles on the frontage of the site and then with weekday p.m. about 60 and the same thing on Saturdays, an increase of about sixty vehicles along Old Wharf Road at the site.

Q. And you mentioned something called LOS?

A. Level of service.

Q. Ok, how are those vehicles going to affect the level of services at all?

A. Well like I said all the intersections operate on a LOS of A and B during all scenarios so pretty insignificant in terms of operations.

Q. Did you have any other recommendations other than those that we just discussed?

A. No.

Mr. Smith: Those are my questions Mr. Chairman.

Chairman Woodard: Thank you Mr. Smith. Mr. Lewis thank you for being here. This is a lot to digest tonight.

A. Yes sir.

Q. I'm sure we're not going to make any decisions tonight because this is critical to a piece of the testimony that we've heard here tonight. As a novice of reading this, and you just presented this to me.

Mr. Smith: Yes sir.

Chairman Woodard: So, I don't have a clue at what I am looking at. And Mr. Lewis has stated that they did studies. Tell me in layman's terms how many days you did the study and what time of the day that you did the study and what were the three locations?

A. Our three locations are Brinkly, Pugh and Mills Landing.

Q. Ok let me write that... Brinkly, Pugh and what?

A. Mills Landing – Mill Landing, sorry.

Q. Alright. How many times did you do it at Brinkly, at Pugh and at Mill Landing?

A. We counted all three intersections, two days, a Wednesday and a Thursday to be able to get one good day of traffic because of the weather. We understand that on a Wednesday there was a crash and we did not even use Wednesday's data, we just used Thursday's data. And then we did count Saturday, immediately after Wednesday and Thursday. We discovered equipment issues, so we went back the following week til we made two trips down here to count on the Saturday.

Q. Two trips on Saturday?

A. Yeah, but we only used the one good data. One good data set. And we recounted all three intersections on that Saturday to make sure we had consistent data at all three intersections.

Q. And what were the dates that you did that?

A. It was February 22<sup>nd</sup> and 23<sup>rd</sup> and March 5<sup>th</sup>, the following Saturday.

Q. With all due respect.

A. The 4<sup>th</sup> I'm sorry.

Q. Would you not find that February and March, which we know we just asked that this to be done. This is a hypothetical question I guess, but I would seem to think that we would have a lot different findings come May, June or July, August, September, in the summer months.

A. You might, yeah. But the timing of this meeting and the study was now.

Q. This Board said let's do a traffic study. We weren't under any timeline to get it done. We could have done this in another 30-60 whatever days. We couldn't? Why couldn't we?



Mr. Smith: The hearing was scheduled for tonight.

Chairman Woodard: Well I know but we could have postponed – we could have had the hearing in May or June Mr. Smith. The point I'm making is... I gotta shoot holes in this because you did samples of four days. And what was the times the samples were taken?

Mr. Lewis: We counted morning peak period, which was 6-9 a.m.

Chairman Woodard: 6-9

A. And then the evening peak, which was 4-6. And that's pretty typical where we capture the peak areas.

Q. So we did a traffic study four days, 6-9 and 4-6? And, once again, I have to look at this because I don't know what the numbers are. I am going to have to go through this and find out what the total numbers are. You did this via video camera. Your conclusion is, based on the numbers, and maybe you can help me out. Tell me what the maximum number was in the peak hours, rather than me having to guess and look at this through this report right now?

A. I'll find the figures real quick for you. Figure 4.

Q. What page is that on?

A. It would be page 8, it's got the existing weekday and Saturday peak hour volumes displayed.

Q. I can't find it, just give me the numbers.

A. So passing in front of the site during the weekend a.m./p.m., it's about 180 vehicles total.

Q. And that's 6-9 a.m.?

A. Well that's just a peak hour so we've got that down for the peak hour.

Q. So is that peak for Pugh or Mills Landing?

A. That's the peak volume in front of the site along Old Wharf

Q. Alright, so roughly 180 vehicles?

A. Yes

Q. At peak?

A. Yes.

Q. Is that average for the four times you did it?

A. That was the absolute peak for the Thursday count. 94 in one direction and 85 in the other direction.

Q. So it's based on these calculations and your findings. You may have heard me earlier ask Mr. House if they would entertain a turn lane. Based on your calculations, you don't think that's necessary?

A. Well the volumes I just quoted to you are the existing counts. If you want to talk about the build volumes, we're talking about right turn in in the morning, would be twelve vehicles approximately. In the afternoon, we think peak would be about 38 vehicles turning in. And then on Saturday peak about 33 vehicles turning right in. So that's actually a really light volume for that movement, but I understand that is pretty typical if you put in a right turn decel lane in this situation.

Q. Well thank you Mr. Lewis, I appreciate your patience and like I say I just got this so I apologize not being able to understand this, but I gotta look at this packet a lot more.

A. Well only about a third of it is report, the other two-thirds are all the backup data, if you want to look at that. It's pretty simple.

Mr. Outten: Chairman, I have just one question along the lines you were just talking.

Q. You are saying, if I heard you say this, this was however you rate it is at best along the lowest rating, therefore you had very few recommendations. I don't remember the acronym that you used.

A. LOS – level of service.

Q. So how much more traffic would you need to generate the next level worse.

A. Well for an unsignalized intersection like I said so your threshold for acceptability is pretty high because of all the side street traffic you don't have any delay so.

Q. If you doubled that traffic, what would that do to your recommendations?

A. We would have to run that analysis and take a look at that and see. It might change a little bit.

Q. In what way?

A. Well then you are talking about the burden is really on the traffic exiting the site really. Because we assign all the traffic only coming from the site. We didn't assign traffic coming right (inaudible). Again, that's taking a very conservative approach so the burden...

Q. It wouldn't change anything putting your site lines at the intersection north and south?

A. Site lines? We didn't really focus on the site lines so much that going to be something to be decided with a discussion with DOT, as part of the site driveway permit access. That's still... we did talk with DOT about that and we know that it is a concern. But no, the traffic, the volumes wouldn't have as much of a factor on the site line as you might think. I mean if you want a sensitivity analysis we could do something like that depending on what extra volume would raise us to the next level.

Chairman Woodard to Mr. Outten: Did you get your answer? Thank Mr. Lewis. I am going to ask Commissioner Couch if he has any questions.

Commissioner Couch: No there's been a lot of deep information. I'm good.

Vice-Chairman Overman: Mr. Lewis, this study was done in February and early March let's say. Do you have a factor that you would plug in for what we anticipate the traffic on that road being in the summertime? We have eight times the number of residents in Dare County coming every week and a bunch of those folks go to Wanchese for various reasons. Some go to buy seafood, some just ride around site seeing and that sort of thing. We have a totally different dynamic in the summertime, which again goes back to the question do we need a turn in lane?

A. I can go back to NCDOT and go ask about a seasonal adjustment factor. I don't think they said they had one at the time. I can double check again. And we've got some other data that we can rely on, it's called "pro data", use of cell phone signals things like that, the manufacture traffic data that's becoming more and more reliable. We can take a look at something like that. You can go back in time, if you tell us a date, we can probably go back and extract some kind of data, but again that goes back to I guess the density of the cell phone signals in the area, if its not that dense that you are not really going to get a lot but we could take a look at something like that if you really wanted to see it, but I really understand your point.

Q. Yes sir, thank you.

Commissioners House: I'm good. I'm still trying to digest all of this.

Commissioner Ross: No questions.

Chairman Woodard: Thank you Mr. Lewis, I appreciate it. I am going to ask if there is a representative in the audience on behalf of the Wanchese residents, if they have any questions of Mr. Lewis.

Someone stood up and stated: "I believe I have enough cause to stand before the court."

Chairman Woodard: Ok let's see if you meet the criteria for standing. Tell me what you figure you – I just need to know if you qualify.

Resident: An accident and recovery (inaudible) through a training course through wreck masters and I actually have a certification too. I'd like to comment on the traffic study that was done.

Chairman Woodard: I will defer to my attorney to see if you meet the standards.

Mr. Outten: Do you have an ownership interest in the property?

Resident: An ownership interest?

Mr. Outten: I'm reading from the statute what the standing requirements are. To have standing, you have to have an ownership of interest in the property or you have to have an option contract to purchase the property. Do have that?

A. No sir.

Q. You have to be the applicant or you have to be a person who suffers special damages.

A. I am a first responder.

Q. That's not one of the ... a person who would suffer special damages as a result of the decision and that's damages to you as a person distinct from ...

A. (inaudible) highway with a loaded tractor trailer (inaudible) personal damages.

Q. Damages that are distinct from you from the public. Is the damage to you different from the public at large?

A. (Inaudible.) Yes sir.

Mr. Outten: It would be your call Mr. Chairman.

Chairman Woodard: Go ahead.

Resident: So in your study of a 180 cars...

Chairman Woodard: You've got to be sworn in.

Mr. Outten: Are you going to testify or are you going to ask questions.

Resident: I am going to ask a question but I am going to testify.

Mr. Outten: Then you have to be sworn in. (Clerk swears in resident)

Mr. Outten to Mr. Smith: You're objection is noted.

Resident: If the 180 vehicles that were recorded.

Mr. Outten: You've got to give your name:

Resident: My name is Rex Mann. Of the 180 vehicles that were recorded, how many were tractor trailers.

Mr. Lewis: I don't think we really had a number on that.

Mr. Mann: The federal motor carrier safety administration says that it takes almost two football fields to stop a loaded tractor trailer.

Mr. Outten: At what speed?

Mr. Mann: At normal operating speed.

Mr. Outten: What's that?

Mr. Mann: So let's say its 55-65 mph.

Mr. Outten: But's its 35.

Mr. Mann: Well how many pounds are on it. What is it carrying. At 80,000 pounds on 65 so we can figure they need at least a football field to stop, correct?

Mr. Outten: In a 35 mph zone?

Mr. Mann: I would guess. I would say that it would take one football field to stop a tractor trailer. If you divide it by two, am I wrong?

Mr. Smith: Mr. Chairman, I am going to move to object. He is not an expert in this area and he's asking me a question.

Mr. Mann: Divided by two, 720 divided by two is 360 – so you have never stopped a tractor trailer on this corner before. I am just asking if you would have another traffic study done...(inaudible).

Chairman Woodard: The object is sustained on Mr. Smith's part. Since unfortunately you are not an expert in that area, but thank you. Any other questions of Mr. Lewis?

Mr. Smith: Yes sir. Mr. Lewis, ultimately if this project is approved for special use, the North Carolina Department of Transportation would make the decisions concerning this road, right?  
A. Yes.

Mr. Smith: Thank you. Those are my questions.

Chairman Woodard: Let me ask you this Mr. Smith. How many more witnesses do you have?

Mr. Smith: None.

Chairman Woodard: Do you have any closing comments?

Mr. Smith: No.

Mr. Outten: You have to ask (inaudible)

Chairman Woodard: You are talking about the citizens of Wanchese?

Mr. Outten: So, anyone who has standing that wants to present evidence.

Chairman Woodard: I've asked that up to this point and no one has said anything. But if anybody feels like that they have standing, please present yourself and we'll see if you meet the criteria. County Attorney has addressed...

Resident came forward: Chairman Woodard: State your name.

Good evening my name is Joseph T Willis.

Chairman Woodard: Ok you've heard the county manager and it requires standing. Do you have that?

Mr. Willis: Yes sir, I believe I do but I'll leave it up to the county manager.

Chairman Woodard: State your standing.

A. My standing is I am the heir to 365 and 383 Old Schoolhouse Road.

Mr. Outten: Where's that:

A. It is in Wanchese, North Carolina, it is probably about 300 yards from this proposed site.

Q. And as that are you a person who suffers special damages independent of the public?

A. No sir, I am not.

Q. Do you have any ownership interest in the property?

A. I am the heir to the property.

Q. The heir to this property?

A. Yeah the heir to 365 and 383 Old Schoolhouse Road.

Q. The property that is under this site?

A. No sir, I am not.

Q. And you don't have a contract to purchase that property?

A. I do not.

Q. And you don't represent an owners' association on behalf of the community?

A. I was speaking on behalf of the community.

Q. Are you part of an incorporated or an unincorporated association designated by virtue of owning or leasing the property in that area, or association otherwise organized to protect and foster the interest of the particular neighborhood who also has standing to be here?

A. I am a person representing the Wanchese Lions, I believe is an unincorporated entity.

Q. And are they designed to ...What's the purpose of the Lion's?

A. I would have to defer to the (inaudible) of that.

Q. Then it's not one of the purposes of

Chairman Woodard: You do not have standing unfortunately.

A. If that's the case sir since I believe I did have standing at the time. I do see a five-minute clock here. If it pleases, I would...

Chairman Woodard: It's not open to the public. This is a quasi-judicial hearing

Mr. Outten: This is not a public hearing. This is a trial.

Chairman Woodard: This is a quasi-judicial hearing. I am sorry I can't allow you to speak.

A. I understand. Thank you very much. Is there an opportunity for me to speak otherwise at some other future date for five minutes?

Mr. Outten: Yes, every meeting we have public comment.

A. Ok thank you sir.

Chairman Woodard: That would be our May meeting. Is there anyone else in the audience feel like they have standing. Alright hearing none, Mr. Smith.

Question from the audience as to the definition of the last person that didn't have standing. (partially inaudible)

Mr. Outten: I'll read it to you with the Chairman's permission. An incorporated or unincorporated association to which owners or lessees of property in a designated area belong by virtue of their owning or leasing property in that area, or an association otherwise organized to protect and foster the interest of the particular neighborhood or local area, so long as at least one of the members of the association would have standing as an individual to challenge the decision. (inaudible audience response) If the purpose of that committee was to organize and protect and foster the interest of a neighborhood, then that committee would require, but he would have to have standing...(inaudible audience response). He would then have to have standing as an individual of that organization. So, he would have to be somebody who met those other criteria as well, and that's where it falls apart. This is a trial to put on evidence, not to give opinion. (inaudible audience responses)

Chairman Woodard: Stand down please. We'll move forward County Manager. You've answered the question. I would ask Mr. Smith if he has anything else to present.

Mr. Smith: I just have a very brief statement. More than fifty years ago, the North Carolina Supreme Court in deciding the issue of special use permits, such as the one that we are dealing with here, said that the governmental entity, such as yourself, is restricted to its own ordinance and that it is not the burden of the petitioner such as Aria here to persuade. It is just the burden to present. And we have presented overwhelming evidence as to those things that are in your per venue. And we've gone beyond that because you'd had an interest, like the traffic study for example. You had rightly, I suppose, for your constituents' concerns asked for one so we attempted to provide it; but if you look at your statute, what has to be shown, is that it is an allowable special use, which it is at VR according to your manager. That the setbacks are made, separations of the dwellings are appropriate, the lot coverage is appropriate, the building height is appropriate, the maximum size is appropriate, the parking is appropriate and the roads can be serviced by emergency or service vehicles. All that we have shown and that's what we have to prove. That's our presentation. Thank you.

Chairman Woodard: In light of the time this evening, it's 10:30.....

Mr. Outten suggested to the Board that they close the presentation of the evidence formally and if they are going to come back, and they could either deliberate now or take time to read all of the evidence and deliberate and come back at another meeting.

Chairman Woodard: Stated he had had all his questions answered. He would defer to his fellow commissioners; however, he wanted time to digest the traffic study. He further stated that the matter be taken up at the May 1, 2023 Board meeting with a change of time to 5:00 p.m.

**MOTION**

Commissioner Couch motioned that the Board digest the information in the next thirty days and be prepared to arrive at a decision after an opportunity to review the various reports at the May meeting.

Commissioner House seconded the motion.

VOTE: AYES unanimous.

***Hearing adjourned at 10: 30 p.m.***

**ITEM 11– CONSENT AGENDA**

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

**MOTION**

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (03.06.23) (**Att. #2**)
- 2) Tax Collector’s Report
- 3) DHHS – Social Services Adult Protective Services Essential Services Funding
- 4) Billing Services for Dare Water Department
- 5) Zacchaeus Legal Services – Tax Collection
- 6) Public Works – Bulk Fuel Purchases Budget Amendment
- 7) Virginia Tillett Community Center Budget Amendment
- 8) Advertise 2022 Tax Year Liens
- 9) Health and Human Services – Public Health Division, Trillium Opioid Remediation Program Funding

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

**ITEM 12 – BOARD APPOINTMENTS**

- 1) Aging Advisory Council for the Albemarle Commission

Commissioner Ross motioned to appoint Beth Moore and Sandy Pace Vice-Chairman Overman and Commissioner Couch seconded the motion.  
VOTE: AYES unanimous

- 2) Dare County Board of Adjustment

Commissioner Couch motioned to reappoint Edward Mann, Jr. and Anna Creef. Commissioner House seconded the motion.  
VOTE: AYES unanimous

- 3) Airport Authority

Vice-Chairman Overman motioned to reappoint James R. Kenny for a 4-year term. Commissioner House seconded the motion.  
VOTE: AYES unanimous

4) Manns Harbor Marina Commission

Vice-Chairman Overman motioned to reappoint Cyndy Holda, Ladd Bayliss, Jonathan Oglesby and Jessie Outland, Jr.

Commissioners Couch and House seconded the motion.

VOTE: AYES unanimous

5) Veterans Advisory Council

Vice-Chairman Overman motioned to reappoint Robert Probst and Marsha Brown.

Commissioner House seconded the motion.

VOTE: AYES unanimous

6) Upcoming Board Appointments

The upcoming Board appointments for May, June and July, 2023 were announced.

Chairman Woodard summarized statements: This Wanchese project was a market rate project. It was not one of the projects currently in process by the County. Commissioner Ross stated we had sewer questions. Those had been answered tonight.

**ITEM 13 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS**

A brief summary of the items mentioned by Commissioners and the County Manager follows:

Commissioner Overman

- On March 14, the Community Foundation had their yearly meeting. It was well attended.
- The Veterans Advisory Council met on March 28. He and Roxanne Ballinger attended to promote the “fentanyl kills” campaign and left literature and kits.
- On March 30 the Savings Lives Task Force hosted a summit on substance use and mental health issues at St. Andrews by the Sea.
- He congratulated the service pin recipients and the employee of the month.

Commissioner House

- On April 12 the NC Marine Fisheries would meet at Dare to review shell fish leases.
- He said several teams from Dare schools were moving forward in the Odyssey of the Mind, a problem-solving and creativity program. He recommended providing some assistance with the cost of the world championship trip to Michigan which was expected to be around \$25,000. Typically, private donations raised funds. Board discussed briefly.

**MOTION:**

Commissioner House motioned to provide \$10,000 towards the cost of the trip for this year’s Odyssey of the Mind. Board discussed briefly.

**MODIFIED MOTION:**

Commissioner House motioned to contribute to the Odyssey of the Mind trip in an amount not to exceed \$10,000.00.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous.

Commissioners Ross and Couch did not have further business.

**MANAGER’S/ATTORNEY’S BUSINESS (Att.# 3)**

Mr. Outten explained the need to process a voluntary annexation with Manteo for sewer disposal work on the land that Woda Cooper was planning to build essential housing pending permits.

**MOTION**

Vice-Chairman Overman motioned to authorize the County Manager to write a letter on behalf of Woda Cooper to authorize a voluntary annexation with the Town of Manteo, if they grant the sewage permit.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

He had been working on the budget with Mr. Clawson and the implementation of the salary study. As they moved funds around they would be short and he needed authority to cover the gaps with budget amendments for fiscal year 2023. The subject would be addressed again and covered during the next budget cycle.

**MOTION**

Commissioner Couch motioned to authorize the County Manager to sign any budget amendments necessary for fiscal year 2023 as they relate to the salary study changes for fiscal year 2023.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

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

**MOTION**

Commissioner House motioned to adjourn the meeting and recess the decision of the quasi-judicial item until May 1, 2023.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

At 10:51 p.m., the Board of Commissioners adjourned until 5:00 p.m., May 1, 2023.

Recess the meeting

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, 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. Public comment has been summarized with attempts made to accurately reflect the spelling of each name as spoken at the podium based on the legibility of the sign-in sheet.





*Tax Collector's Report*

**Description**

March 2023 Releases over \$100  
March 2023 Refunds over \$100  
March 2023 NCVTS Refunds over \$100

**Board Action Requested**

Approved

**Item Presenter**

Becky Huff, Tax Collector

Release Report for REAL ESTATE and PERSONAL PROPERTY  
*(Releases over \$ 100)*

**MONTH: MARCH**

**DATE RANGE: 3/1/2023 - 3/31/2023**

**Submitted By: Becky Huff**

<b>Taxpayer Name</b>	<b>District Code</b>	<b>Parcel #</b>	<b>Bill Year</b>	<b>AR</b>	<b>Reason</b>	<b>Released Value</b>	<b>Released Tax</b>
FOGLE, JON C	20	021389000	2022	20	BOAT NOT OWNED BY TAX PAYER	(24,328.00)	(154.79)
PARKER, DAVID		937544000	2020	25	BOATS NO LONGER OWNED	(156,822.00)	(1,098.54)
PARKER, DAVID		937544000	2021	25	BOATS NO LONGER OWNED	(152,118.00)	(1,172.16)
PARKER, DAVID		937544000	2022	25	BOATS NO LONGER OWNED	(152,118.00)	(1,172.16)
HEUER, JOHN D		962431000	2021	25	BOAT NOT IN DARE	(124,083.00)	(749.60)
HEUER, JOHN D		962431000	2022	25	BOAT NOT IN DARE	(124,083.00)	(763.25)
COASTAL EDGE		975986000	2022	25	BUSINESS CLOSED	(42,074.00)	(333.46)
KARMA FOODS OF KDH		984479000	2022	25	BUSINESS CLOSED	(134,311.00)	(1,064.49)
LOGUE, CLARIE BERNADETTE	10	025694413	2022	20	NOT A RENTAL	(12,260.00)	(100.61)
<b>Totals:</b>						<b>(\$922,197.00)</b>	<b>(\$6,609.06)</b>

## Refund Report for Real Estate and Personal Property

(Refunds over \$ 100)

MONTH: MARCH

DATE RANGE: 3/1/2023 - 3/31/2023

Submitted By: Becky Huff

Taxpayer Name	Parcel	Bill#	Bill Yr	Refund Amt	Reason	Date
BENDER, DAVID	002833012	3697	2022	\$ (851.17)	OVERPAYMENT	3/2/2023
SMITH, SCOTT V	004559000	5806	2022	\$ (705.37)	OVERPAYMENT	3/16/2023
SEAMAN, ELIZABETH D	007592000	9376	2022	\$ (1,513.89)	OVERPAYMENT	3/16/2023
BRUNNER, FRANCES	007789000	9551	2022	\$ (226.09)	OVERPAYMENT	3/2/2023
HESS, VIRGILIA MARIE	008430000	10786	2022	\$ (300.00)	OVERPAYMENT	3/7/2023
BASNIGHT & MORAN PROPERTIES LLC	024689002	33108	2022	\$ (671.47)	OVERPAYMENT	3/17/2023
DANIELS, VICTOR VAIN III	024929000	33384	2022	\$ (1,005.17)	OVERPAYMENT	3/7/2023
LES DUNES LLC	028812020	40179	2022	\$ (8,834.30)	OVERPAYMENT	3/20/2023
GUPTA, PREM	028884000	40300	2022	\$ (34,936.04)	OVERPAYMENT	3/7/2023
KINSEY, BENJAMIN C	029900000	41849	2022	\$ (1,965.73)	OVERPAYMENT	3/14/2023
TILLET, SHANNON	935072000	51526	2022	\$ (182.94)	OVERPAYMENT	3/16/2023
TWIN AGRI-SERVICES INC	962461000	54617	2022	\$ (170.77)	OVERPAYMENT	3/17/2023
<b>Total Refunds:</b>				<b>\$ (51,362.94)</b>		



## North Carolina Vehicle Tax System

### NCVTS Pending Refund report

March 2023

Payee Name	Address 1	Address 3	Bill #	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
SHARP, NATALYA MIKHAILOVNA	50 DUCK WOODS DR	KITTY HAWK, NC 27949	0050229020	C99	Tax	(\$64.18)	\$0.00	(\$64.18)
				T20	Tax	(\$31.38)	\$0.00	(\$31.38)
				T20BN	Tax	(\$6.41)	\$0.00	(\$6.41)
				<b>Refund</b>				
TAVES, KURT WILLIAM	60 OCEAN BLVD	SOUTHRN SHORE, NC 27949	0067385508	C99	Tax	(\$147.47)	\$0.00	(\$147.47)
				T20	Tax	(\$72.09)	\$0.00	(\$72.09)
				T20BN	Tax	(\$14.73)	\$0.00	(\$14.73)
				T20MSD2	Tax	(\$11.05)	\$0.00	(\$11.05)
<b>Refund</b>						<b>\$245.34</b>		
TAVES, ZACHARY HARRIS	60 OCEAN BLVD	KITTY HAWK, NC 27949	0069809162	C99	Tax	(\$375.47)	\$0.00	(\$375.47)
				T20	Tax	(\$183.56)	\$0.00	(\$183.56)
				T20BN	Tax	(\$37.50)	\$0.00	(\$37.50)
				T20MSD2	Tax	(\$28.12)	\$0.00	(\$28.12)
<b>Refund</b>						<b>\$624.65</b>		
WILLIS FLOYD, GABRIELLE NICOLE	2804 S PAMLICO AVE	NAGS HEAD, NC 27959	0071079006	C99	Tax	(\$108.11)	\$0.00	(\$108.11)
				T14	Tax	(\$77.61)	\$0.00	(\$77.61)
<b>Refund</b>						<b>\$185.72</b>		
<b>Refund Total</b>								<b>\$1157.68</b>



*Courthouse Computer Systems  
Software License and Support Agreement*

**Description**

Courthouse Computer Systems, Inc. provides the data conversion, licensing, software support and website maintenance for the computer recording equipment at the Register of Deeds. This includes the software modules used for document recording, indexing, retrieval, imaging, vital records management, marriage license applications, issuance and image redaction. Contract period will be for July 1, 2023 through June 30, 2025.

**Board Action Requested**

Approve and Authorize the County Manager to sign

**Item Presenter**

Cheryl House, Register of Deeds

## **Courthouse Computer Systems – Software License and Support Agreement**

AGREEMENT made by and between Courthouse Computer Systems, Inc., (“Licensor”) and Dare County (“Licensee”).

The “Agreement” covers data conversion, licensing, software support and website maintenance for a contract period of July 1<sup>st</sup> 2023 through June 30<sup>th</sup> 2025 as outlined below:

### **1. Definitions**

- 1.1. “Designated Environment” means the computer equipment currently in place in the office
- 1.2. “Error” means a material failure of the Software to function in conformity with the Specifications
- 1.3. “Licensed Copies” means the number of copies of the Software being licensed to the Licensee
- 1.4. “Location(s)” means the Licensee office at Dare County Justice Center
- 1.5. 962 Marshall C Collins Dr Room 165A Manteo, NC 27954
- 1.6. “Office” means the Dare County Register of Deeds office.
- 1.7. “Software” refers to any of the supported software modules defined in section two of this Agreement.

### **2. Software Modules Included**

1. Document Recording and Cashiering
2. Document Indexing
3. Document Retrieval
4. Document Imaging
5. Internet Document Retrieval
6. Fee Reporting
7. Vital Records Management
8. Marriage License Issuance
9. Online Marriage Application (both Internet and office kiosk)
10. Image Redaction

Functionality incorporated within these software modules includes, but is not limited to:

1. The ability to easily export records in the system to an ASCII text file format to ensure forward compatibility without costly data conversion if the county decides to switch to a different software vendor at a later date. This guarantees complete safety and security by ensuring that your data will always be readable in the future. The Register of Deeds office can create and store these files on a daily basis.
2. The seamless integration of Point Of Sale (POS) stations with the indexing system. The POS module operates as the office cash register by controlling the cash drawer, printing receipts, and producing detailed ledger reports of all transactions.

3. The immediate accessibility of recorded documents for in-office retrieval. If desired, original documents may be scanned immediately for viewing on retrieval stations throughout the office.
4. The automatic generation of monthly reports that reference the complete set of financial data maintained in the system.
5. The ability to print traditional index books on-demand.
6. The ability to print traditional document books on-demand.
7. The ability to back-index and back-scan vital records.
8. The ability to back-scan document books.

### **3. Services Provided by Licensor**

1. Data Conversion – The Licensor will convert all existing TIFF document for inclusion in the Document Imaging software module. Licensor will also convert and load all indexing data from the existing software system. Eighty hours of document image conversion and computerized index data conversion is included as part of the Agreement. Licensor warrants that it will justify in writing all hours spent on data conversion that are above eighty hours and that the total of such hours must be reasonable.
2. Website Maintenance - The Licensor will provide Internet hosting of Land Record Indexes and Images for the Licensee. The Licensee will have the capability to upload new index information and images on a daily basis.
3. Telephone Support - The Licensor will provide telephone numbers that can be used as needed by the Licensee for assistance regarding the supported Software Modules and services. Telephone support is available during normal business hours (9:00AM to 5:00PM Monday through Friday). Licensor responds to all telephone support issues based upon the criticality of the issue, with systems that are completely non-functional receiving highest priority. Licensor endeavors, but does not guarantee, to respond to all non-critical issues within one business day.
4. Remote Support –Licensor will provide remote on-line support for the software modules through direct broadband connectivity provided by the Licensee. Remote online support allows the Licensor to perform system troubleshooting and make certain updates or configuration changes more quickly.
5. Additional Services – The Licensor is available to provide additional services as needed at separately negotiated rates that are not included within the terms of this Agreement. These services include, but are not limited to, back-file document scanning, image redaction, and making images of old index books electronically searchable, and back indexing of documents.

### **4. Licensee Responsibilities**

1. Licensee shall allow Licensor to possess a master administrative password allowing access to the Software and Licensee's system as is necessary to complete Licensor's responsibilities under this Agreement.

2. Licensee shall periodically complete a total backup of all databases maintained by the office.
3. Licensee shall permit free and full access, including secure remote access, to the system as is necessary for Licensor to provide service.
4. Licensee shall provide equipment that is dependable and sufficient to meet the needs of the office.
5. Licensee shall provide remote connectivity so that Licensor can securely connect to the network and access individual machines in the Register of Deeds office to provide support.

#### **5. Loaner Equipment**

1. During the installation of software in the office, the Licensor may loan computer equipment to assist in the transition. All equipment provided by the Licensor remains the property of the Licensor. Any loaner equipment provided by the Licensor will be done so free of charge.

#### **6. Software License**

Licensor grants Licensee a non-exclusive, non-transferable license to use up to ten copies of the CCS Workstation Software and Documentation solely for its internal operations at the Location(s) and on the Designated Environment for the term of this Agreement.

Licensor grants Licensee a non-exclusive, non-transferable license to use up to twelve copies of the CCS Search Software and Documentation solely for its internal operations at the Location(s) and on the Designated Environment for the term of this Agreement. All Software and Documentation remains the property of the Licensor. Licensee agrees to not make unauthorized copies of the Software and Documentation.

Licensee maintains full and irrevocable rights to the data and images maintained within the system. Licensee has the authority to convert this data to a different system at the Register of Deeds sole discretion.

#### **7. Proprietary Rights**

Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software or Documentation are and shall remain the property of the Licensor, and nothing in this Agreement should be construed as transferring any aspect of such rights to the Licensee.

#### **8. Confidentiality**

##### **8.1 Confidential Information**

“Confidential Information”, shall mean the Software, Database Schema, and Documentation. Licensee acknowledges the confidential and proprietary nature of the Confidential Information and agrees that, subject to the North Carolina public records laws, it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation, or other entity, other than office or county employees with a need to know such confidential information to perform employment responsibilities consistent with Licensee’s rights under this Agreement. Licensee shall safeguard and protect the Confidential Information



from theft, piracy, or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information.

### **8.2 Unauthorized Disclosure**

Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of Confidential Information, or any other breach of confidentiality and shall fully cooperate with the efforts of Licensor to regain possession of the Confidential Information and to prevent the further prohibited use or disclosure of the Confidential Information.

## **9. Warranty**

### **9.1 Operation**

Licensor represents to Licensee that: (1) during the Agreement Period, the Software shall operate without any Errors; and (2) upon notification to Licensor during the Agreement Period of any errors, Licensor will, during its normal business hours and at no cost to Licensee, use reasonable efforts to correct such Errors which are reproducible and verifiable by Licensor

### **9.2 Correction**

In the event that Licensee notifies Licensor of an Error during the Agreement Period, Licensor's sole liability, and Licensee's sole remedy, will be Licensor's use of reasonable efforts to correct such Errors or, in Licensor's sole discretion, to refund a portion of the prepaid Price applicable to the portion of the Software which is defective.

## **10. Price**

For the Software Licenses and Services outlined in this Agreement, Licensee agrees to pay Licensor an annual maintenance fee of \$37,000 and no cents. This annual fee will not increase for the term of this agreement. The maintenance cost is inclusive of software licensing, system implementation, initial training, Internet system configuration, and software maintenance.

## **11. Optional Additional Services**

### **11.1 Customization and Extensive Data Conversion**

Additional time allotments for software customization are available on a time and materials basis of \$125 per hour.

## **12. Term and Termination of Agreement**

### **12.1 Termination and Remedy**

Licensee may terminate the Agreement without prejudice to any other remedy Licensee may have, in the event of any material breach of this Agreement which

is not remedied within thirty days of Licensee's notice to Licensor of the breach and Licensee's intent to terminate the License. Termination shall not relieve Licensee's obligation to pay all amounts that are already accrued and owing or which Licensee has agreed to pay.

### **12.2 Breach**

The Licensor may terminate this Agreement, without prejudice to any other remedy Licensor may have, immediately without further obligation to Licensee, in the event of any breach by Licensee, which cannot be remedied within thirty days of Licensor's notice to Licensee of the breach and Licensor's intent to terminate the License.

### **12.3 Cessation of Use**

Upon Termination of this Agreement, Licensee will cease using the Software and Documentation and return all copies of the Software, Documentation, and all other Confidential Information in its possession or destroy all copies of such materials residing in computer memory Licensor shall be entitled to enter the Location(s) to repossess any Software, Documentation, and any other Confidential Information during normal business hours. Licensee shall, within ten days from the effective date of termination, certify in writing that all copies of the Software and Documentation have been returned, deleted, and destroyed.

### **12.4 Non-Appropriation**

Licensor acknowledges that Licensee is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of Licensee's obligations under this contract, then this contract shall automatically expire without penalty to Licensee thirty (30) days after written notice to Licensor of the unavailability and non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the Licensee's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Licensee's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Licensee upon written notice to Licensor of such limitation or change in Licensee's legal authority

## **14. Validity**

If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

**15. Survival**

Sections 6, 7, and 8 shall survive the termination of this Agreement for any reason.

**16. Entire Agreement**

This Agreement and its schedules and Addendums comprise the entire Agreement between the parties for licensing and support and is not subject to change or modification except by written Agreement signed by both parties.

LICENSOR:

LICENSEE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. 4/12/2023

*Sally DeRose*



*Dare County Disaster Debris Management Contract*

**Description**

CTC Disaster Response is the low bidder on the County's disaster debris contract followed by Southern Disaster Recovery (SDR).

On April 12th, the County Manager, along with Dare County staff met with members from CTC Disaster Response to discuss their past storm experiences and their approach to Dare County's disaster needs. Following the meeting, CTC visited the various temporary debris management sites and met with members from the Park Service to discuss expectations at the Buxton site.

**Board Action Requested**

Approve the disaster debris contract and authorize the County Manager to make changes as needed, sign the contracts, award the primary contract to CTC and the secondary contract to SDR.

**Item Presenter**

Dustin Peele - Project and Procurement Manager

## ***Pre-Event Contract for Disaster Debris Recovery Services***

THIS CONTRACT is made this the \_\_\_\_\_ day of, 2023, by and between CTC Disaster Response, Inc.. (herein referred to as "**Contractor**") and the **County of Dare** a political subdivision of the **State of North Carolina** (herein referred to as "**County**").

### **RECITALS**

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of The **County** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **County** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **County** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **County** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **County** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

### **1.0 SERVICES**

#### **1.1 Scope of Contracted Services:**

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract and advertised RFP. **In the event of conflicting information between this contract and the advertised RFP, the RFP prevails.** Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of

significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **County**. Contracted services will only be performed when requested and as designated by the **County**.

### **1.2 Municipality Participation**

The request for proposal issued by the **County** stipulated that all municipalities within the County have the option of participating in an Interlocal Debris Removal Agreement and should be considered as part of the proposal. Should a Town choose to participate pursuant to an Interlocal Debris Removal Contract between the **County** and the Contractor, the Contractor shall:

1. Provide disaster debris management services to the Town under the same terms and conditions of the CONTRACT and with prices per the Contractor's "Price Proposal Form"
2. Coordinate cleanup activity within the Town's jurisdiction directly with the contract personnel as identified by the Town
3. Assist the Town in preparation of any required FEMA and state reports for any potential reimbursement.
4. Submit Applications for Payment for services rendered and accepted within the Town's jurisdiction directly to the Town. **The Town is solely liable to the contractor for all payments for services rendered on the Town's behalf.**
5. Provide progress reports directly to the Town on a weekly basis or more frequently as requested by the Town.

### **1.3 Emergency Push / Road Clearance:**

The Contractor shall accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the **County**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis as identified in appendix 2. Once this task is accomplished, the following additional tasks will begin as required.

### **1.4 Right-of-Way (ROW) Removal:**

The Contractor shall remove all debris from the ROW of the **County** when directed to do so by the **County**. The Contractor shall use reasonable care not to damage any **County** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **County** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

**1.5 Right-of-Entry (ROE) Removal (if implemented by the County):**

The Contractor will remove ROE debris from private property with due diligence, as directed by the **County**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **County** to mark these utilities but the **County** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

**1.6 Demolition of Structures (if implemented by the County):**

The Contractor will remove structures designated for removal by and at the direction of the **County**. The Contractor agrees to remove in a timely manner all structures as determined by the **County** as set out in Section 1.1 of this Contract.

**1.7 Private Property Waivers:**

The **County** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

**1.8 Disaster Recovery Technical Assistance:**

The Contractor will provide Disaster Recovery Technical Assistance to elected and appointed officials within the **County**. This service shall include Debris Program Management Assistance. This is the concept of complete recovery management support where the Contractor would assist a local government applicant on all aspects of the recovery process. Contractor personnel cannot assume the sovereign duties and functions of the **County** officials and therefore, these services shall be provided by the Contractor through a consulting firm acceptable to the **County** and in the form of guidance and consultation.

**1.9 Monitoring Of Contract For Debris Removal**

The County shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections, metering of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each evening of the number of work crews and disposal sites that will

need assigned monitors, 8 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. County may increase or decrease the number of monitors provided to the Contractor to meet the needs of the debris removal effort. The contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site specifically for this project, as described or approved equivalent. The tower shall be of sound construction and of scaffolding, constructed according to USACE specifications and shall comply with standard OSHA requirements and local codes. The tower is for the purpose of a monitor to view and grade loads. FEMA and/or the County may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances.

## **2.0 PERFORMANCE OF SERVICES**

### **2.1 Description of Service:**

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **County** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **County**.

### **2.2 Cost of Services:**

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **County**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

### **2.3 Matters Related to Performance:**

#### **2.3.1 Subcontractor(s):**

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **County**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **County**.

#### **2.3.2 Indemnification:**



The Contractor agrees to indemnify, hold harmless and defend the **County** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the **County's** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors. In no event shall Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

**2.3.3 Insurance(s):**

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **County**, as additional insured, while working within the boundaries of the **County**.

**2.3.4 Worker's Compensation:**

Coverage per **County** requirements. See Attachment A

**2.3.5 Automobile Liability:**

Coverage per **County** requirements. See Attachment A

**2.3.6 Comprehensive General Liability:**

Coverage per **County** requirements. See Attachment A

**2.3.7 Insurance Cancellation / Renewal:**

The Contractor will notify the **County** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **County** at least ten (10) days following coverage renewals or changes.

**3.0 STANDARDS OF PERFORMANCE**

**3.1 Contractor Representative:**

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **County's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

**3.2 Mobilization:**

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48

hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

**3.3 Performance Bonds:**

Prior to beginning work, Contractor agrees to provide the **County** with performance bond payable to, in favor of, or for the protection of the County for the work to be performed under this Contract in an amount not less than 100% of the estimated contract amount, unconditioned for the full and faithful performance of this Contract. All insurance or bonds required under the terms of this Contract and General Conditions shall be issued by company licensed to do business in the State of North Carolina.

**3.4 Payment Bonds**

Prior to beginning work, Contractor agrees to provide the **County** with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in an amount not less than the estimated contract amount.

**3.5 Time to Complete:**

Contractor agrees to work diligently to complete this Contract at the earliest possible date; however, in no event shall the time period for Completion of this contract exceed 90 days from Notice to Proceed for complete performance in every respect under this Contract, unless extended by FEMA declaration or unless the County initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein. Both parties pursuant to applicable federal, state and local law will equitably negotiate subsequent changes and completion time.

**3.6 Completion of Work:**

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

**3.6.1 Extensions:**

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **County**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **County** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

**3.7 Term of Contract:**

The term of the Contract shall be for three (3) years beginning on the date of acceptance by and signatures of the **County** and Contractor, whichever comes later.

**3.8 Contract Renewal:**

This Contract may be renewed for up to two (2) additional one (1) year periods after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract.

**3.9 Contract Termination:**

The **County** shall have the right to terminate this contract without cause and at its convenience, with immediate notice to the Contractor, as set out in Section 8.1 of this Contract.

**4.0 GENERAL RESPONSIBILITIES**

**4.1 Other Agreements:**

The **County** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **County** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof. Municipalities within Dare County may also contract with Contractor at the stated unit pricing shown in 7.1, attached unit pricing from RFP.

**4.2 County Obligations:**

The **County** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **County** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **County** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **County** with the development of debris-based PSA(s), if requested.

**4.3 Conduct of Work:**

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **County** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all

communications given to the supervisor by the **County's** Authorized Representative shall be as binding as if given to the Contractor.

**4.4 Damages:**

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

**4.5 Other Contractor(s):**

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work. The **County**, at its discretion may bring in additional debris contractors to aid in debris removal.

**4.6 Ownership of Debris:**

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

**4.7 Disposal of Debris:**

Unless otherwise directed by the **County**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **County** and Contractor. Other sites may be utilized as directed and/or approved by the **County**. In reference to the RFP, the Contractor is responsible for understanding the location of all TDMS Sites as well as the final location of the Bertie Landfill shown in the RFP. The RFP is hence force, considered part of this contract agreement and the contractor is bound to all the requirements set forth in the RFP.

**4.8 Federal-Aid Requirements:**

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions -- Federal-Aid Construction Contracts"* and **FEMA FACT SHEET 9580.214**, *"Debris Removal on Federal-Aid Highways"*, shall apply to all work performed by the Contractor or any of its Subcontractors.

**4.9 Compliance with Federal Laws:**

This Contract is subject to Federal and State Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide as of April 2023. Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

## 5.0 GENERAL TERMS AND CONDITIONS

### 5.1 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be as directed by the **County** and will be limited to properties located within the **County** legal boundaries.

### 5.2 Multiple, Scheduled Passes:

The Contractor shall make scheduled passes at the direction of the **County** and/or unscheduled passes of each area impacted by the storm event. The **County** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **County**.

### 5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **County**. Should operation of equipment be required outside of the public ROW, the **County** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

### 5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris. The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **County**.

### 5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

#### **5.6 Security of Debris During Hauling:**

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

#### **5.7 Traffic Control:**

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

#### **5.8 Work Days/Hours:**

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **County** following consultation and notification to the Contractor.

#### **5.9 Hazardous and Industrial Wastes:**

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **County**.

##### **5.9.1 Generated Hazardous Waste Abatement**

The Contractor will be responsible for the abatement of hazardous waste identified by the **County** in accordance with all applicable federal, state and local laws, standards and regulations.

**5.10 Stumps:**

All hazardous/eligible stumps identified by the **County** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

**5.11 Utilizing Local Resources:**

The Contractor shall, to the extent possible, give priority to utilizing resources within the **County**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

**5.12 Work Safety:**

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **County** and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

**5.13 Inspection and Testing:**

All debris shall be subject to adequate inspection by the **County** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **County** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

**5.14 Other Agencies:**

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

**6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION**

**6.1 Accountable Debris Load Forms:**

The **County** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as certified by the **County** or the **County's** monitoring company, as original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris

transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

**6.2 Reports:**

The Contractor shall submit periodic, written reports to the **County** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

**6.2.1 Daily Reports:**

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

**6.2.2 Weekly Summaries:**

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **County**.

**6.2.3 Report(s) Delivery:**

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **County** in consultation with the Contractor.

**6.2.4 Final Project Closeout:**

Upon final inspection and/or closeout of the project by the **County**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **County**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **County** and/or Government.

**6.3 Additional Supporting Documentation:**

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **County** and/or Government to support requests for debris project reimbursement from external funding sources.

**6.4 Report Maintenance:**



Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

**6.5 Contract File Maintenance:**

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **County**, whichever is longer.

**7.0 UNIT PRICES and PAYMENTS**

**7.1 See RFP Fee Schedule and CPI increase in section 7.5**

**7.2 Billing Cycle:**

The Contractor shall invoice the **County** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

**7.3 Payment Responsibility:**

The **County** agrees to accept the Contractor's invoice(s) and supporting documentation as verified by the **County** or the **County's** monitoring company as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **County** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

**7.4 Ineligible Work:**

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **County** and/or Government as ineligible debris.

**7.4.1 Eligibility Inspections:**

The Contractor and **County** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

**7.4.2 Eligibility Determinations:**

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **County** for such loads.

**7.5 Unit Price/Service:**

An annual CPI increase is allowed as measured by the 12 month change in the CPI from February 1 to February 1 of the following year for each optional contract renewal year. Contractor must request the change either by June 1 or in the renewal agreement. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **County** and the Contractor and subject to approval by the County and must comply with Section 8.3 of this Contract.

**7.6 Specialized Services:**

The Contractor may invoice the **County** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **County and NCEM**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **County**.

**8.0 MISCELLANEOUS**

**8.1 Notice:**

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

**Contractor: Name**

**Contractor Address**

**Contractor Phone #**

**Authorized Point of Contact**

**County: Dare County**

**Bobby Outten, County Manager/Attorney**

**954 Marshall C. Collins Drive  
P.O. Box 1000  
Manteo, NC 27954**

**8.2 Applicable Law:**

The laws of the **State of North Carolina** shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Dare County, North Carolina, and the Contract shall be interpreted by the laws of North Carolina.

**8.3 Entire Contract/Amendments:**

This Contract (including the attached RFP and Fee Schedule) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

**8.4 Waiver:**

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

**8.5 Severability:**

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **County** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

CTC DISASTER RESPONSE, INC.

Contractor ( )

Dare County, NC

By: [Signature]  
Name: \_\_\_\_\_  
Title: PRESIDENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: [Signature]  
Name: Becky Schmale

ATTEST: \_\_\_\_\_  
Name: \_\_\_\_\_

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

Sally Detwiler 4/21/23

**ATTACHMENT I  
FEE SCHEDULE**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites(DMS/TDSRS) or other disposal sites within 20 miles.(See attached map for TDMS/Final Disposal locations)	7.88	/CY
1a.	For distances over 20 miles but less than or equal to 30 miles add.	1.00	/CY
1b.	For distances over 30 miles but less than or equal to 45 miles add.	.60	/CY
1c.	For distances over 45 miles but less than or equal to 60 miles add.	.60	/CY
1d.	For distances over 60 miles but less than or equal to 100 miles add.	.50	/CY
1e.	For distances over 100 miles but less than or equal to 175 miles add.	1.00	/CY
1f.	For distances over 175 miles but less than or equal to 250 miles add.	1.00	/CY
1g.	For distances over 250 miles add.	.50	/CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites within 20 miles.	7.88	/CY
2a.	For distances over 20 miles but less than or equal to 30 miles add.	1.00	/CY
2b.	For distances over 30 miles but less than or equal to 45 miles add.	.60	/CY
2c.	For distances over 45 miles but less than or equal to 60 miles add.	.60	/CY

2d.	For distances over 60 miles but less than or equal to 100 miles add.	.50	/CY
2e.	For distances over 100 miles but less than or equal to 175 miles add.	1.00	/CY
2f.	For distances over 175 miles but less than or equal to 250 miles add.	1.00	/CY
2g.	For distances over 250 miles add.	.50	/CY
3	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site within 20 miles.	8.88 80.00	/CY /TON
3a.	For distances over 20 miles but less than or equal to 30 miles add.	1.00 10.00	/CY /TON
3b.	For distances over 30 miles but less than or equal to 45 miles add.	.50 5.00	/CY /TON
3c.	For distances over 45 miles but less than or equal to 60 miles add.	.50 5.00	/CY /TON
3d.	For distances over 60 miles but less than or equal to 100 miles add.	1.00 5.00	/CY /TON
3e.	For distances over 100 miles but less than or equal to 175 miles add.	.50 5.00	/CY /TON
3f.	For distances over 175 miles but less than or equal to 250 miles add.	1.00 10.00	/CY /TON
3g.	For distances over 250 miles add.	.50 5.00	/CY /TON
4	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site within 20 miles.	4.95 40.00	/CY /TON
4a.	For distances over 20 miles but less than or equal to 30 miles add.	.75 5.00	CY /TON
4b.	For distances over 30 miles but less than or equal to 45 miles add.	.50 5.00	CY /TON
4c.	For distances over 45 miles but less than or equal to 60 miles add.	.50 5.00	CY /TON
4d.	For distances over 60 miles but less than or equal to 100 miles add.	.75/5.00	CY/TON

4e.	For distances over 100 miles but less than or equal to 175 miles add.	.75 5.00	CY /TON
4f.	For distances over 175 miles but less than or equal to 250 miles add.	.75 5.00	CY /TON
4g.	For distances over 250 miles add.	.50 5.00	CY /TON
5	Management of DMS/TDSRS (NOTE 2)	.50	/CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS	3.45	/CY
7	Grinding or consolidation of C&D debris at DMS/TSDSRS	1.75	/CY
8	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS	1.25	/CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS	2.00	/CY
10	Pick Up and Haul of White Goods to Site within Dare County.	.50	/LB
11	Pick Up and Disposal of Hazardous Material	3.00	/LB
12	Freon Management and Recycling	35.00	/UNIT
13	Dead Animal Collection, Transportation and Disposal	.50	/LB
<b>Extraction of hazardous stumps resulting from trees growing on the right of way (Hauling to be disposed of will be handled as items 1-6). See also (NOTE 2). All prices include fill dirt</b>			
14	0 – 23.99 inch diameter measured 24" above ground	1.00	/STUMP
15	24 – 35.99 inch diameter measured 24" above ground	175.00	/STUMP
16	36 – 47.99 diameter measured 24" above ground	225.00	/STUMP
17	48 inch diameter and greater measured 24" above ground	300.00	/STUMP
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 1 – 9</b>			
18	Removal of hazardous hanging llmbs 2 inches or more at point of break	79.00	/TREE
20	Removal of hazardous standing trees 6" – 12.99" in diameter (NOTE 5)	49.00	EACH
21	Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 5)	99.00	EACH
22	Removal of hazardous standing trees 25" – 36.99" in diameter (NOTE 5)	199.00	EACH
23	Removal of hazardous standing trees 37" – 48.99" in diameter (NOTE 5)	2.99	EACH
24	Removal of hazardous standing trees more than 49" in diameter (NOTE 5)	399.00	EACH
<b>Marine Debris Removal</b>			
25	Canal, bayou and ditch clearing	10.00	/LF
26	Bays and other open waters	2,000.00	/ACRE
27	Marine vessel and other land vehicle removal	35.00	/LF
<b>The following items shall be billed on a time and material basis.</b>			

28	Emergency Road Clearance	/Attachment II
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**NOTES:**

1. If scales are available at the final disposal site /TON cost will be used in lieu of /CY. The Contractor pays tipping fee at final disposal site(s) and bills Dare County at cost.
2. Includes management of site remediation to include but not limited to pre and post use soil, water testing, and construction of tower.
3. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325. Once converted amounts will be charged using item 1-6 rates as appropriate.
4. Invoices to be based on incoming and/or outgoing load tickets.
5. Measured at 4.5 feet above ground.
6. Items 1-24 include all personnel cost needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the CPI-U as published by the U. S. Department of Labor, Bureau of Labor Statistics effective from February 1 through February 1 of the following year.
7. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner.
8. The process and handling of House Hold Hazardous Waste (HHW), Freon Management, Dead Animal Collection, and White Goods will be processed by the contractor. The price submitted in this RFP will be fully inclusive of these items. Disposal costs are to be incurred by the contractor and will not be invoiced to the County. Contractor must provide documentation that materials were disposed of at a final disposal facility approved by NCDEQ to accept such materials.
9. All Temporary Debris Management Site (TDMS) locations are based on historical use and could be relocated.

**ATTACHMENT II**

**FEE SCHEDULE – EQUIPMENT RATES**

ITEM DESCRIPTION (or equivalent)	Hourly Rate
JD 544 Wheel Loader with debris grapple	\$ 135.00
JD 644 Wheel Loader with debris grapple	\$ 135.00
Extendaboom Forklift with debris grapple	\$ 95.00
753 Bobcat Skid Steer Loader with debris grapple	\$ 125.00
753 Bobcat Skid Steer Loader with bucket	\$ 90.00
753 Bobcat Skid Steer Loader with street sweeper	\$ 95.00
30-50 H Farm Tractor with box blade or rake	\$ 65.00
2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ 125.00
3 – 4 cu. yd. Articulated Loader with bucket	\$ 125.00
JD 648E Log Skidder	\$ 95.00
CAT D4 Dozer	\$ 135.00
CAT D5 Dozer	\$ 140.00
CAT D6 Dozer	\$ 145.00
CAT D7 Dozer	\$ 155.00
CAT D8 Dozer	\$ 165.00
CAT 125 – 140 HP Motor Grader	\$ 100.00
JD 690 Trackhoe with debris grapple	\$ 135.00
JD 690 Trackhoe with bucket and thumb	\$ 135.00
Rubber Tired Trackhoe with debris grapple	\$ 120.00
Rubber Tired Excavator with debris grapple	\$ 120.00
JD 310 Rubber Tired Backhoe with bucket and hoe	\$ 90.00
210 Prentiss Knuckleboom with debris grapple	\$ 145.00
CAT 623 Self-Loader Scraper	\$ 110.00
Hand-Fed Debris Chipper	\$ 70.00
300 – 400 HP Tub Grinder	\$ 375.00
800 – 1000 HP Tub Grinder	\$ 550.00
30 Ton Crane	\$ 220.00
50 Ton Crane	\$ 350.00
100 Ton Crane	\$ 500.00
40 – 60' Bucket Truck	\$ 195.00
Greater than 60' Bucket Truck	\$ 195.00
Fuel/Service Truck	\$ 60.00
Water Truck	\$ 65.00
Portable Light Plant	\$ 25.00
Equipment Transports	\$ 125.00
Lowboy Trailer with Tractor	\$ 125.00
Flatbed Truck	\$ 60.00



ITEM DESCRIPTION (or equivalent)	Hourly Rate
Pick-up Truck	\$ 60.00
Off road truck	\$ 110.00
Self-Loading Dump Truck with debris grapple	\$ 195.00
Single Axel Dump Truck, 5 – 12 cu. yd.	\$ 100.00
Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 105.00
Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 110.00
Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 110.00
Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 110.00
Power Screen	\$ 140.00
Stacking Conveyor	\$ 25.00
Chainsaw (without operator)	\$ 5.00
Air Curtain Incinerator, self-contained	\$ 125.00
Temporary Office Trailer	\$ 25.00
Mobile Command and Communications Trailer	\$ 40.00
Generators from 10KW to 300KW	\$ See Attached Listing

**NOTES:**

1. Attachment II hourly equipment rates are fully encumbered including, but not limited to, the cost of the operator, fuel, and maintenance.
2. All proposed rates in Attachments I & II are fully encumbered to include profit and overhead including, but not limited to, the cost of lodging, meals, communications equipment, vehicle/transportation, personal protective equipment, and any other necessary supplies to carry out the scope of this contract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

The prospective lower tier participant [\$100,000 or more] certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to their proposal.

Signed:  Dated: Jan. 15, 2023

Typed (or Printed) Name: Greg Gathers



6021 SW 29<sup>th</sup> St., PMB 130  
Topeka, KS 66614  
785.478.9805

### Dare County, NC Additional Pricing

<u>Equipment</u>	<u>Unit</u>	<u>Unit Price</u>
Generator 10 KW	Hour	\$ 40.00
Generator 50 KW	Hour	\$ 95.00
Generator 150 KW	Hour	\$185.00
Generator 300 KW	Hour	\$275.00

Greg Gathers  
President/CEO  
CTC Disaster Response, Inc.

Additional Pricing From CTC Disaster Response

	Unit	Cost
Electronic Waste to be collected and hauled to a designated site within Dare County.	/LB	17.50
Rubber tires to be collected and hauled to a designated site within Dare County.	/LB	8.95
Load, haul and placement of sand on beach to pre-storm grade.	/CY	18.95
Screening, <del>load, haul and placement of sand on beach to pre-storm grade.</del> GG GG	/CY	7.95
LOAD AND HAUL SAND TO SCREENING OR OTHER SITE. GG	/CY	13.95

Signed by CTC  \_\_\_\_\_

Date 4/14/23 \_\_\_\_\_

## ***Pre-Event Contract for Disaster Debris Recovery Services***

THIS CONTRACT is made this the \_\_\_\_\_ day of, 2023, by and between **Southern Disaster Recovery**. (herein referred to as "**Contractor**") and the **County of Dare** a political subdivision of the **State of North Carolina** (herein referred to as "**County**").

### **RECITALS**

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of The **County** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **County** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **County** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **County** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **County** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

### **1.0 SERVICES**

#### **1.1 Scope of Contracted Services:**

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract and advertised RFP. **In the event of conflicting information between this contract and the advertised RFP, the RFP prevails.** Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of

significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **County**. Contracted services will only be performed when requested and as designated by the **County**.

### **1.2 Municipality Participation**

The request for proposal issued by the **County** stipulated that all municipalities within the County have the option of participating in an Interlocal Debris Removal Agreement and should be considered as part of the proposal. Should a Town choose to participate pursuant to an Interlocal Debris Removal Contract between the **County** and the Contractor, the Contractor shall:

1. Provide disaster debris management services to the Town under the same terms and conditions of the CONTRACT and with prices per the Contractor's "Price Proposal Form"
2. Coordinate cleanup activity within the Town's jurisdiction directly with the contract personnel as identified by the Town
3. Assist the Town in preparation of any required FEMA and state reports for any potential reimbursement.
4. Submit Applications for Payment for services rendered and accepted within the Town's jurisdiction directly to the Town. **The Town is solely liable to the contractor for all payments for services rendered on the Town's behalf.**
5. Provide progress reports directly to the Town on a weekly basis or more frequently as requested by the Town.

### **1.3 Emergency Push / Road Clearance:**

The Contractor shall accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the **County**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis as identified in appendix 2. Once this task is accomplished, the following additional tasks will begin as required.

### **1.4 Right-of-Way (ROW) Removal:**

The Contractor shall remove all debris from the ROW of the **County** when directed to do so by the **County**. The Contractor shall use reasonable care not to damage any **County** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **County** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

**1.5 Right-of-Entry (ROE) Removal (if implemented by the County):**

The Contractor will remove ROE debris from private property with due diligence, as directed by the **County**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **County** to mark these utilities but the **County** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

**1.6 Demolition of Structures (if implemented by the County):**

The Contractor will remove structures designated for removal by and at the direction of the **County**. The Contractor agrees to remove in a timely manner all structures as determined by the **County** as set out in Section 1.1 of this Contract.

**1.7 Private Property Waivers:**

The **County** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

**1.8 Disaster Recovery Technical Assistance:**

The Contractor will provide Disaster Recovery Technical Assistance to elected and appointed officials within the **County**. This service shall include Debris Program Management Assistance. This is the concept of complete recovery management support where the Contractor would assist a local government applicant on all aspects of the recovery process. Contractor personnel cannot assume the sovereign duties and functions of the **County** officials and therefore, these services shall be provided by the Contractor through a consulting firm acceptable to the **County** and in the form of guidance and consultation.

**1.9 Monitoring Of Contract For Debris Removal**

The County shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections, metering of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each evening of the number of work crews and disposal sites that will

need assigned monitors, 8 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. County may increase or decrease the number of monitors provided to the Contractor to meet the needs of the debris removal effort. The contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site specifically for this project, as described or approved equivalent. The tower shall be of sound construction and of scaffolding, constructed according to USACE specifications and shall comply with standard OSHA requirements and local codes. The tower is for the purpose of a monitor to view and grade loads. FEMA and/or the County may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances.

## **2.0 PERFORMANCE OF SERVICES**

### **2.1 Description of Service:**

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **County** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **County**.

### **2.2 Cost of Services:**

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **County**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

### **2.3 Matters Related to Performance:**

#### **2.3.1 Subcontractor(s):**

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **County**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **County**.

#### **2.3.2 Indemnification:**

The Contractor agrees to indemnify, hold harmless and defend the **County** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the **County's** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors. In no event shall Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

**2.3.3 Insurance(s):**

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **County**, as additional insured, while working within the boundaries of the **County**.

**2.3.4 Worker's Compensation:**

Coverage per **County** requirements. See Attachment A

**2.3.5 Automobile Liability:**

Coverage per **County** requirements. See Attachment A

**2.3.6 Comprehensive General Liability:**

Coverage per **County** requirements. See Attachment A

**2.3.7 Insurance Cancellation / Renewal:**

The Contractor will notify the **County** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **County** at least ten (10) days following coverage renewals or changes.

**3.0 STANDARDS OF PERFORMANCE**

**3.1 Contractor Representative:**

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **County's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

**3.2 Mobilization:**

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48



hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

### **3.3 Performance Bonds:**

Prior to beginning work, Contractor agrees to provide the **County** with performance bond payable to, in favor of, or for the protection of the County for the work to be performed under this Contract in an amount not less than 100% of the estimated contract amount, unconditioned for the full and faithful performance of this Contract. All insurance or bonds required under the terms of this Contract and General Conditions shall be issued by company licensed to do business in the State of North Carolina.

### **3.4 Payment Bonds**

Prior to beginning work, Contractor agrees to provide the **County** with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in an amount not less than the estimated contract amount.

### **3.5 Time to Complete:**

Contractor agrees to work diligently to complete this Contract at the earliest possible date; however, in no event shall the time period for Completion of this contract exceed 90 days from Notice to Proceed for complete performance in every respect under this Contract, unless extended by FEMA declaration or unless the County initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein. Both parties pursuant to applicable federal, state and local law will equitably negotiate subsequent changes and completion time.

### **3.6 Completion of Work:**

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

#### **3.6.1 Extensions:**

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **County**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **County** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

### **3.7 Term of Contract:**

The term of the Contract shall be for three (3) years beginning on the date of acceptance by and signatures of the **County** and Contractor, whichever comes later.

**3.8 Contract Renewal:**

This Contract may be renewed for up to two (2) additional one (1) year periods after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract.

**3.9 Contract Termination:**

The **County** shall have the right to terminate this contract without cause and at its convenience, with immediate notice to the Contractor, as set out in Section 8.1 of this Contract.

**4.0 GENERAL RESPONSIBILITIES**

**4.1 Other Agreements:**

The **County** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **County** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof. Municipalities within Dare County may also contract with Contractor at the stated unit pricing shown in 7.1, attached unit pricing from RFP.

**4.2 County Obligations:**

The **County** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **County** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **County** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **County** with the development of debris-based PSA(s), if requested.

**4.3 Conduct of Work:**

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **County** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all

communications given to the supervisor by the **County's** Authorized Representative shall be as binding as if given to the Contractor.

#### **4.4 Damages:**

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

#### **4.5 Other Contractor(s):**

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work. The **County**, at its discretion may bring in additional debris contractors to aid in debris removal.

#### **4.6 Ownership of Debris:**

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

#### **4.7 Disposal of Debris:**

Unless otherwise directed by the **County**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **County** and Contractor. Other sites may be utilized as directed and/or approved by the **County**. In reference to the RFP, the Contractor is responsible for understanding the location of all TDMS Sites as well as the final location of the Bertie Landfill shown in the RFP. The RFP is hence force, considered part of this contract agreement and the contractor is bound to all the requirements set forth in the RFP.

#### **4.8 Federal-Aid Requirements:**

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions – – Federal-Aid Construction Contracts"* and **FEMA FACT SHEET 9580.214**, *"Debris Removal on Federal-Aid Highways"*, shall apply to all work performed by the Contractor or any of its Subcontractors.

#### **4.9 Compliance with Federal Laws:**

This Contract is subject to Federal and State Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide as of April 2023. Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

## **5.0 GENERAL TERMS AND CONDITIONS**

### **5.1 Geographic Assignment:**

The geographic boundary for work by the Contractor's crews shall be as directed by the **County** and will be limited to properties located within the **County** legal boundaries.

### **5.2 Multiple, Scheduled Passes:**

The Contractor shall make scheduled passes at the direction of the **County** and/or unscheduled passes of each area impacted by the storm event. The **County** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **County**.

### **5.3 Operation of Equipment:**

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **County**. Should operation of equipment be required outside of the public ROW, the **County** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

### **5.4 Certification of Load Carrying Capacity:**

The Contractor shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris. The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **County**.

### **5.5 Vehicle Information:**

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

#### **5.6 Security of Debris During Hauling:**

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

#### **5.7 Traffic Control:**

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

#### **5.8 Work Days/Hours:**

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **County** following consultation and notification to the Contractor.

#### **5.9 Hazardous and Industrial Wastes:**

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **County**.

##### **5.9.1 Generated Hazardous Waste Abatement**

The Contractor will be responsible for the abatement of hazardous waste identified by the **County** in accordance with all applicable federal, state and local laws, standards and regulations.

**5.10 Stumps:**

All hazardous/eligible stumps identified by the **County** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

**5.11 Utilizing Local Resources:**

The Contractor shall, to the extent possible, give priority to utilizing resources within the **County**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

**5.12 Work Safety:**

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **County** and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

**5.13 Inspection and Testing:**

All debris shall be subject to adequate inspection by the **County** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **County** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

**5.14 Other Agencies:**

The term “Government” as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

**6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION**

**6.1 Accountable Debris Load Forms:**

The **County** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as certified by the **County** or the **County's** monitoring company, as original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris

transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

## **6.2 Reports:**

The Contractor shall submit periodic, written reports to the **County** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

### **6.2.1 Daily Reports:**

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

### **6.2.2 Weekly Summaries:**

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **County**.

### **6.2.3 Report(s) Delivery:**

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **County** in consultation with the Contractor.

### **6.2.4 Final Project Closeout:**

Upon final inspection and/or closeout of the project by the **County**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **County**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **County** and/or Government.

## **6.3 Additional Supporting Documentation:**

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **County** and/or Government to support requests for debris project reimbursement from external funding sources.

## **6.4 Report Maintenance:**

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

**6.5 Contract File Maintenance:**

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **County**, whichever is longer.

**7.0 UNIT PRICES and PAYMENTS**

**7.1 See RFP Fee Schedule and CPI increase in section 7.5**

**7.2 Billing Cycle:**

The Contractor shall invoice the **County** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

**7.3 Payment Responsibility:**

The **County** agrees to accept the Contractor's invoice(s) and supporting documentation as verified by the **County** or the **County's** monitoring company as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **County** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

**7.4 Ineligible Work:**

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **County** and/or Government as ineligible debris.

**7.4.1 Eligibility Inspections:**

The Contractor and **County** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

**7.4.2 Eligibility Determinations:**

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **County** for such loads.

**7.5 Unit Price/Service:**



An annual CPI increase is allowed as measured by the 12 month change in the CPI from February 1 to February 1 of the following year for each optional contract renewal year. Contractor must request the change either by June 1 or in the renewal agreement. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **County** and the Contractor and subject to approval by the County and must comply with Section 8.3 of this Contract.

**7.6 Specialized Services:**

The Contractor may invoice the **County** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **County and NCEM**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **County**.

**8.0 MISCELLANEOUS**

**8.1 Notice:**

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

**Contractor: Name**

**Contractor Address**

**Contractor Phone #**

**Authorized Point of Contact**

**County: Dare County**

**Bobby Outten, County Manager/Attorney**

**954 Marshall C. Collins Drive**

**P.O. Box 1000**

**Manteo, NC 27954**

**8.2 Applicable Law:**

The laws of the **State of North Carolina** shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Dare County, North Carolina, and the Contract shall be interpreted by the laws of North Carolina.



**ATTACHMENT I**  
**FEE SCHEDULE**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites(DMS/TDSRS) or other disposal sites within 20 miles.(See attached map for TDMS/Final Disposal locations)	\$8.30	/CY
1a.	For distances over 20 miles but less than or equal to 30 miles add.	\$0.50	/CY
1b.	For distances over 30 miles but less than or equal to 45 miles add.	\$0.50	/CY
1c.	For distances over 45 miles but less than or equal to 60 miles add.	\$0.50	/CY
1d.	For distances over 60 miles but less than or equal to 100 miles add.	\$1.00	/CY
1e.	For distances over 100 miles but less than or equal to 175 miles add.	\$0.75	/CY
1f.	For distances over 175 miles but less than or equal to 250 miles add.	\$0.75	/CY
1g.	For distances over 250 miles add.	\$0.75	/CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites within 20 miles.	\$10.30	/CY
2a.	For distances over 20 miles but less than or equal to 30 miles add.	\$0.50	/CY
2b.	For distances over 30 miles but less than or equal to 45 miles add.	\$0.50	/CY
2c.	For distances over 45 miles but less than or equal to 60 miles add.	\$0.50	/CY

2d.	For distances over 60 miles but less than or equal to 100 miles add.	\$1.00	/CY
2e.	For distances over 100 miles but less than or equal to 175 miles add.	\$0.75	/CY
2f.	For distances over 175 miles but less than or equal to 250 miles add.	\$0.75	/CY
2g.	For distances over 250 miles add.	\$0.75	/CY
3	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site within 20 miles.	\$8.30 \$76.00	/CY /TON
3a.	For distances over 20 miles but less than or equal to 30 miles add.	\$0.50 \$4.40	/CY /TON
3b.	For distances over 30 miles but less than or equal to 45 miles add.	\$0.50 \$4.40	/CY /TON
3c.	For distances over 45 miles but less than or equal to 60 miles add.	\$0.50 \$4.40	/CY /TON
3d.	For distances over 60 miles but less than or equal to 100 miles add.	\$1.25 \$9.30	/CY /TON
3e.	For distances over 100 miles but less than or equal to 175 miles add.	\$0.75 \$7.75	/CY /TON
3f.	For distances over 175 miles but less than or equal to 250 miles add.	\$0.75 \$7.75	/CY /TON
3g.	For distances over 250 miles add.	\$0.75 \$7.75	/CY /TON
4	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site within 20 miles.	\$4.25 \$39.00	/CY /TON
4a.	For distances over 20 miles but less than or equal to 30 miles add.	\$1.75 \$10.25	CY /TON
4b.	For distances over 30 miles but less than or equal to 45 miles add.	\$1.00 \$8.70	CY /TON
4c.	For distances over 45 miles but less than or equal to 60 miles add.	\$1.00 \$8.70	CY /TON
4d.	For distances over 60 miles but less than or equal to 100 miles add.	\$1.00 \$8.70	CY/TON

4e.	For distances over 100 miles but less than or equal to 175 miles add.	\$1.25 \$9.30	CY /TON
4f.	For distances over 175 miles but less than or equal to 250 miles add.	\$1.25 \$9.30	CY /TON
4g.	For distances over 250 miles add.	\$1.50 \$9.90	CY /TON
5	Management of DMS/TDSRS (NOTE 2)	\$1.40	/CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS	\$2.90	/CY
7	Grinding or consolidation of C&D debris at DMS/TDSRS	\$1.40	/CY
8	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS	\$1.35	/CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS	\$1.80	/CY
10	Pick Up and Haul of White Goods to Site within Dare County.	\$1.25	/LB
11	Pick Up and Disposal of Hazardous Material	\$3.50	/LB
12	Freon Management and Recycling	\$40.00	/UNIT
13	Dead Animal Collection, Transportation and Disposal	\$1.00	/LB
<b>Extraction of hazardous stumps resulting from trees growing on the right of way (Hauling to be disposed of will be handled as items 1-6). See also (NOTE 2). All prices include fill dirt</b>			
14	0 – 23.99 inch diameter measured 24" above ground	\$110.00	/STUMP
15	24 – 35.99 inch diameter measured 24" above ground	\$225.00	/STUMP
16	36 – 47.99 diameter measured 24" above ground	\$375.00	/STUMP
17	48 inch diameter and greater measured 24" above ground	\$490.00	/STUMP
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 1 – 9</b>			
18	Removal of hazardous hanging limbs 2 inches or more at point of break	\$75.00	/TREE
20	Removal of hazardous standing trees 6" – 12.99" in diameter (NOTE 5)	\$105.00	EACH
21	Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 5)	\$210.00	EACH
22	Removal of hazardous standing trees 25" – 36.99" in diameter (NOTE 5)	\$390.00	EACH
23	Removal of hazardous standing trees 37" – 48.99" in diameter (NOTE 5)	\$480.00	EACH
24	Removal of hazardous standing trees more than 49" in diameter (NOTE 5)	\$545.00	EACH
<b>Marine Debris Removal</b>			
25	Canal, bayou and ditch clearing	\$17.00	/LF
26	Bays and other open waters	\$1,600.00	/ACRE
27	Marine vessel and other land vehicle removal	\$495.00	/LF
<b>The following items shall be billed on a time and material basis.</b>			

28	Emergency Road Clearance	/Attachment II
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**NOTES:**

1. If scales are available at the final disposal site /TON cost will be used in lieu of /CY. The Contractor pays tipping fee at final disposal site(s) and bills Dare County at cost.
2. Includes management of site remediation to include but not limited to pre and post use soil, water testing, and construction of tower.
3. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325. Once converted amounts will be charged using item 1-6 rates as appropriate.
4. Invoices to be based on incoming and/or outgoing load tickets.
5. Measured at 4.5 feet above ground.
6. Items 1-24 include all personnel cost needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the CPI-U as published by the U. S. Department of Labor, Bureau of Labor Statistics effective from February 1 through February 1 of the following year.
7. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner.
8. The process and handling of House Hold Hazardous Waste (HHW), Freon Management, Dead Animal Collection, and White Goods will be processed by the contractor. The price submitted in this RFP will be fully inclusive of these items. Disposal costs are to be incurred by the contractor and will not be invoiced to the County. Contractor must provide documentation that materials were disposed of at a final disposal facility approved by NCDEQ to accept such materials.
9. All Temporary Debris Management Site (TDMS) locations are based on historical use and could be relocated.

## ATTACHMENT II

### FEE SCHEDULE – EQUIPMENT RATES

ITEM DESCRIPTION (or equivalent)	Hourly Rate
JD 544 Wheel Loader with debris grapple	\$ \$142.00
JD 644 Wheel Loader with debris grapple	\$ \$149.00
Extendaboom Forklift with debris grapple	\$ \$127.00
753 Bobcat Skid Steer Loader with debris grapple	\$ \$108.00
753 Bobcat Skid Steer Loader with bucket	\$ \$105.00
753 Bobcat Skid Steer Loader with street sweeper	\$ \$108.00
30-50 H Farm Tractor with box blade or rake	\$ \$63.00
2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ \$142.00
3 – 4 cu. yd. Articulated Loader with bucket	\$ \$147.00
JD 648E Log Skidder	\$ \$165.00
CAT D4 Dozer	\$ \$108.00
CAT D5 Dozer	\$ \$122.00
CAT D6 Dozer	\$ \$137.00
CAT D7 Dozer	\$ \$152.00
CAT D8 Dozer	\$ \$187.00
CAT 125 – 140 HP Motor Grader	\$ \$135.00
JD 690 Trackhoe with debris grapple	\$ \$147.00
JD 690 Trackhoe with bucket and thumb	\$ \$147.00
Rubber Tired Trackhoe with debris grapple	\$ \$147.00
Rubber Tired Excavator with debris grapple	\$ \$147.00
JD 310 Rubber Tired Backhoe with bucket and hoe	\$ \$105.00
210 Prentiss Knuckleboom with debris grapple	\$ \$165.00
CAT 623 Self-Loader Scraper	\$ \$125.00
Hand-Fed Debris Chipper	\$ \$74.00
300 – 400 HP Tub Grinder	\$ \$490.00
800 – 1000 HP Tub Grinder	\$ \$610.00
30 Ton Crane	\$ \$164.00
50 Ton Crane	\$ \$248.00
100 Ton Crane	\$ \$378.00
40 – 60' Bucket Truck	\$ \$145.00
Greater than 60' Bucket Truck	\$ \$185.00
Fuel/Service Truck	\$ \$74.70
Water Truck	\$ \$104.00
Portable Light Plant	\$ \$38.00
Equipment Transports	\$ \$110.00
Lowboy Trailer with Tractor	\$ \$125.00
Flatbed Truck	\$ \$52.00

ITEM DESCRIPTION (or equivalent)	Hourly Rate
Pick-up Truck	\$ \$47.00
Off road truck	\$ \$54.00
Self-Loading Dump Truck with debris grapple	\$ \$185.00
Single Axel Dump Truck, 5 – 12 cu. yd.	\$ \$101.45
Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ \$137.70
Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ \$185.00
Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ \$192.00
Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ \$210.00
Power Screen	\$ \$145.00
Stacking Conveyor	\$ \$74.00
Chainsaw (without operator)	\$ \$4.00
Air Curtain Incinerator, self-contained	\$ \$190.00
Temporary Office Trailer	\$ \$42.00
Mobile Command and Communications Trailer	\$ \$47.00
Generators from 10KW to 300KW	\$ \$5.00/KW

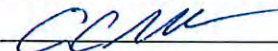
**NOTES:**

1. Attachment II hourly equipment rates are fully encumbered including, but not limited to, the cost of the operator, fuel, and maintenance.
2. All proposed rates in Attachments I & II are fully encumbered to include profit and overhead including, but not limited to, the cost of lodging, meals, communications equipment, vehicle/transportation, personal protective equipment, and any other necessary supplies to carry out the scope of this contract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

The prospective lower tier participant [\$100,000 or more] certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to their proposal.

Signed:  Dated: 01/30/2023

Typed (or Printed) Name: Al McClaran



**ATTACHMENT I**

**FEE SCHEDULE**

<b>ITEM</b>	<b>DESCRIPTION OF SERVICE</b>	<b>COST</b>	<b>UNIT</b>
1	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites(DMS/TDSRS) or other disposal sites within 20 miles.(See attached map for TDMS/Final Disposal locations)	7.88	/CY
1a.	For distances over 20 miles but less than or equal to 30 miles add.	1.00	/CY
1b.	For distances over 30 miles but less than or equal to 45 miles add.	.60	/CY
1c.	For distances over 45 miles but less than or equal to 60 miles add.	.60	/CY
1d.	For distances over 60 miles but less than or equal to 100 miles add.	.50	/CY
1e.	For distances over 100 miles but less than or equal to 175 miles add.	1.00	/CY
1f.	For distances over 175 miles but less than or equal to 250 miles add.	1.00	/CY
1g.	For distances over 250 miles add.	.50	/CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites within 20 miles.	7.88	/CY
2a.	For distances over 20 miles but less than or equal to 30 miles add.	1.00	/CY
2b.	For distances over 30 miles but less than or equal to 45 miles add.	.60	/CY
2c.	For distances over 45 miles but less than or equal to 60 miles add.	.60	/CY

2d.	For distances over 60 miles but less than or equal to 100 miles add.	.50	/CY
2e.	For distances over 100 miles but less than or equal to 175 miles add.	1.00	/CY
2f.	For distances over 175 miles but less than or equal to 250 miles add.	1.00	/CY
2g.	For distances over 250 miles add.	.50	/CY
3	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site within 20 miles.	8.88 80.00	/CY /TON
3a.	For distances over 20 miles but less than or equal to 30 miles add.	1.00 10.00	/CY /TON
3b.	For distances over 30 miles but less than or equal to 45 miles add.	.50 5.00	/CY /TON
3c.	For distances over 45 miles but less than or equal to 60 miles add.	.50 5.00	/CY /TON
3d.	For distances over 60 miles but less than or equal to 100 miles add.	1.00 5.00	/CY /TON
3e.	For distances over 100 miles but less than or equal to 175 miles add.	.50 5.00	/CY /TON
3f.	For distances over 175 miles but less than or equal to 250 miles add.	1.00 10.00	/CY /TON
3g.	For distances over 250 miles add.	.50 5.00	/CY /TON
4	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site within 20 miles.	4.95 40.00	/CY /TON
4a.	For distances over 20 miles but less than or equal to 30 miles add.	.75 5.00	CY /TON
4b.	For distances over 30 miles but less than or equal to 45 miles add.	.50 5.00	CY /TON
4c.	For distances over 45 miles but less than or equal to 60 miles add.	.50 5.00	CY /TON
4d.	For distances over 60 miles but less than or equal to 100 miles add.	.75/5.00	CY/TON

4e.	For distances over 100 miles but less than or equal to 175 miles add.	.75 5.00	CY /TON
4f.	For distances over 175 miles but less than or equal to 250 miles add.	.75 5.00	CY /TON
4g.	For distances over 250 miles add.	.50 5.00	CY /TON
5	Management of DMS/TDSRS (NOTE 2)	.50	/CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS	3.45	/CY
7	Grinding or consolidation of C&D debris at DMS/TDSRS	1.75	/CY
8	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS	1.25	/CY
9	Processing Burning of Vegetative debris using air curtain Incinerators at DMS/TDSRS	2.00	/CY
10	Pick Up and Haul of White Goods to Site within Dare County.	.50	/LB
11	Pick Up and Disposal of Hazardous Material	3.00	/LB
12	Freon Management and Recycling	35.00	/UNIT
13	Dead Animal Collection, Transportation and Disposal	.50	/LB
<b>Extraction of hazardous stumps resulting from trees growing on the right of way (Hauling to be disposed of will be handled as items 1-6). See also (NOTE 2). All prices include fill dirt</b>			
14	0 – 23.99 Inch diameter measured 24" above ground	1.00	/STUMP
15	24 – 35.99 Inch diameter measured 24" above ground	175.00	/STUMP
16	36 – 47.99 diameter measured 24" above ground	225.00	/STUMP
17	48 Inch diameter and greater measured 24" above ground	300.00	/STUMP
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under Items 1 – 9</b>			
18	Removal of hazardous hanging limbs 2 inches or more at point of break	79.00	/TREE
20	Removal of hazardous standing trees 6" – 12.99" in diameter (NOTE 5)	49.00	EACH
21	Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 5)	99.00	EACH
22	Removal of hazardous standing trees 25" – 36.99" in diameter (NOTE 5)	199.00	EACH
23	Removal of hazardous standing trees 37" – 48.99" in diameter (NOTE 5)	2.99	EACH
24	Removal of hazardous standing trees more than 49" in diameter (NOTE 5)	399.00	EACH
<b>Marine Debris Removal</b>			
25	Canal, bayou and ditch clearing	10.00	/LF
26	Bays and other open waters	2,000.00	/ACRE
27	Marine vessel and other land vehicle removal	35.00	/LF
<b>The following items shall be billed on a time and material basis.</b>			

DP GG  
299.00

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28	Emergency Road Clearance	/Attachment II
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NOTES:

1. If scales are available at the final disposal site /TON cost will be used in lieu of /CY. The Contractor pays tipping fee at final disposal site(s) and bills Dare County at cost.
2. Includes management of site remediation to include but not limited to pre and post use soil, water testing, and construction of tower.
3. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325. Once converted amounts will be charged using Item 1-6 rates as appropriate.
4. Invoices to be based on incoming and/or outgoing load tickets.
5. Measured at 4.5 feet above ground.
6. Items 1-24 include all personnel cost needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the CPI-U as published by the U. S. Department of Labor, Bureau of Labor Statistics effective from February 1 through February 1 of the following year.
7. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner.
8. The process and handling of House Hold Hazardous Waste (HHW), Freon Management, Dead Animal Collection, and White Goods will be processed by the contractor. The price submitted in this RFP will be fully inclusive of these items. Disposal costs are to be incurred by the contractor and will not be invoiced to the County. Contractor must provide documentation that materials were disposed of at a final disposal facility approved by NCDEQ to accept such materials.
9. All Temporary Debris Management Site (TDMS) locations are based on historical use and could be relocated.

ATTACHMENT II

FEE SCHEDULE – EQUIPMENT RATES

ITEM DESCRIPTION (or equivalent)	Hourly Rate
JD 544 Wheel Loader with debris grapple	\$ 135.00
JD 644 Wheel Loader with debris grapple	\$ 135.00
Extendaboom Forklift with debris grapple	\$ 95.00
753 Bobcat Skid Steer Loader with debris grapple	\$ 125.00
753 Bobcat Skid Steer Loader with bucket	\$ 90.00
753 Bobcat Skid Steer Loader with street sweeper	\$ 95.00
30-50 H Farm Tractor with box blade or rake	\$ 65.00
2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ 125.00
3 – 4 cu. yd. Articulated Loader with bucket	\$ 125.00
JD 648E Log Skidder	\$ 95.00
CAT D4 Dozer	\$ 135.00
CAT D5 Dozer	\$ 140.00
CAT D6 Dozer	\$ 145.00
CAT D7 Dozer	\$ 155.00
CAT D8 Dozer	\$ 165.00
CAT 125 – 140 HP Motor Grader	\$ 100.00
JD 690 Trackhoe with debris grapple	\$ 135.00
JD 690 Trackhoe with bucket and thumb	\$ 135.00
Rubber Tired Trackhoe with debris grapple	\$ 120.00
Rubber Tired Excavator with debris grapple	\$ 120.00
JD 310 Rubber Tired Backhoe with bucket and hoe	\$ 90.00
210 Prentiss Knuckleboom with debris grapple	\$ 145.00
CAT 623 Self-Loader Scraper	\$ 110.00
Hand-Fed Debris Chlpper	\$ 70.00
300 – 400 HP Tub Grinder	\$ 375.00
800 – 1000 HP Tub Grinder	\$ 550.00
30 Ton Crane	\$ 220.00
50 Ton Crane	\$ 350.00
100 Ton Crane	\$ 500.00
40 – 60' Bucket Truck	\$ 195.00
Greater than 60' Bucket Truck	\$ 195.00
Fuel/Service Truck	\$ 60.00
Water Truck	\$ 65.00
Portable Light Plant	\$ 25.00
Equipment Transports	\$ 125.00
Lowboy Traller wth Tractor	\$ 125.00
Flatbed Truck	\$ 60.00

ITEM DESCRIPTION (or equivalent)	Hourly Rate
Pick-up Truck	\$ 60.00
Off road truck	\$ 110.00
Self-Loading Dump Truck with debris grapple	\$ 195.00
Single Axle Dump Truck, 5 – 12 cu. yd.	\$ 100.00
Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 105.00
Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 110.00
Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 110.00
Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 110.00
Power Screen	\$ 140.00
Stacking Conveyor	\$ 25.00
Chainsaw (without operator)	\$ 5.00
Air Curtain Incinerator, self-contained	\$ 125.00
Temporary Office Trailer	\$ 25.00
Mobile Command and Communications Trailer	\$ 40.00
Generators from 10KW to 300KW	\$ See Attached Listing

**NOTES:**

1. Attachment II hourly equipment rates are fully encumbered including, but not limited to, the cost of the operator, fuel, and maintenance.
2. All proposed rates in Attachments I & II are fully encumbered to include profit and overhead including, but not limited to, the cost of lodging, meals, communications equipment, vehicle/transportation, personal protective equipment, and any other necessary supplies to carry out the scope of this contract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

The prospective lower tier participant [\$100,000 or more] certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to their proposal.

Signed:  Dated: Jan. 15, 2023

Typed (or Printed) Name: Greg Gathers



6021 SW 29<sup>th</sup> St., PMB 130  
Topeka, KS 66614  
785.478.9805

### Dare County, NC Additional Pricing

<u>Equipment</u>	<u>Unit</u>	<u>Unit Price</u>
Generator 10 KW	Hour	\$ 40.00
Generator 50 KW	Hour	\$ 95.00
Generator 150 KW	Hour	\$185.00
Generator 300 KW	Hour	\$275.00

Greg Gathers  
President/CEO  
CTC Disaster Response, Inc.

Additional Pricing From CTC Disaster Response

	Unit	Cost
Electronic Waste to be collected and hauled to a designated site within Dare County.	/LB	17.50
Rubber tires to be collected and hauled to a designated site within Dare County.	/LB	8.95
Load, haul and placement of sand on beach to pre-storm grade.	/CY	18.95
Screening, <del>load, haul and placement of sand on beach to pre-storm grade.</del> GG GG	/CY	7.95
LOAD AND HAUL SAND TO SCREENING OR OTHER SITE, GG	/CY	13.95

Signed by CTC 

Date 4/14/23





*DEQ Cost Share - Miss Katie 23/24 Dredging*

**Description**

DEQ Shallow Draft Navigation Fund Resolutions to request 75% cost share for dredging activities by the Miss Katie during 2023/2024. The Board of Commissioners allocates \$250,000 yearly for dredging in Hatteras Inlet, which would be matched with \$750,000 from the State. \$3 million is allocated for the channels near Oregon Inlet yearly which would be matched with \$9 million from the State. DEQ has requested contracts be split based on channel locations. The Oregon Inlet Task Force at their April meeting requested allocating \$8.5 million to Oregon Inlet, \$1.5 million to Walter Slough & the Crack, \$1.6 million to the channels from 17 extension to Wanchese & Manteo, and \$400,000 to Old Lighthouse Channel 2. Funds can be reallocated amongst these channels during the year.

**Board Action Requested**

Adopt Resolutions

**Item Presenter**

Barton Grover, Grants & Waterways Administrator



## **Resolution to Sponsor the Miss Katie – 23/24 Oregon Inlet Dredging Project**

**WHEREAS**, Dare County desires to sponsor the Miss Katie – 23/24 Oregon Inlet Dredging Project to provide funding for dredging in Oregon Inlet and nearby channels.

**THEREFORE, BE IT RESOLVED THAT:**

- 1) Dare County requests the State of North Carolina provide financial assistance to Dare County for the Miss Katie- 23/24 Oregon Inlet Dredging Project in the amount of \$6,375,000 or 75% of project cost, whichever is the lesser amount;
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments;
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions, if on public property;
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

This the 1st day of May, 2023.

---

Robert Woodard, Sr., Chairman

Attest:

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Cheryl C. Anby, Clerk to the Board



## **Resolution to Sponsor the Miss Katie – 23/24 Hatteras Inlet Dredging Project**

**WHEREAS**, Dare County desires to sponsor the Miss Katie – 23/24 Hatteras Inlet Dredging Project to provide funding for dredging in Hatteras Inlet by the Miss Katie.

**THEREFORE, BE IT RESOLVED THAT:**

- 1) Dare County requests the State of North Carolina provide financial assistance to Dare County for the Miss Katie- 23/24 Hatteras Inlet Dredging Project in the amount of \$750,000 or 75% of project cost, whichever is the lesser amount;
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments;
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions, if on public property;
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

This the 1st day of May, 2023.

---

Robert Woodard, Sr., Chairman

Attest:

---

Cheryl C. Anby, Clerk to the Board



**Resolution to Sponsor the  
Miss Katie – 23/24 Old Lighthouse Channel 2 Dredging Project**

**WHEREAS**, Dare County desires to sponsor the Miss Katie – 23/24 Old Lighthouse 2 Dredging Project to provide funding for dredging of Old Lighthouse Channel 2 by the Miss Katie.

**THEREFORE, BE IT RESOLVED THAT:**

- 1) Dare County requests the State of North Carolina provide financial assistance to Dare County for the Miss Katie- 23/24 Old Lighthouse Channel 2 Dredging Project in the amount of \$300,000 or 75% of project cost, whichever is the lesser amount;
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments;
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions, if on public property;
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

This the 1st day of May, 2023.

---

Robert Woodard, Sr., Chairman

Attest:

---

Cheryl C. Anby, Clerk to the Board



**Resolution to Sponsor the  
Miss Katie – 23/24 17 Extension to Wanchese & Range 4 Dredging Project**

**WHEREAS**, Dare County desires to sponsor the Miss Katie – 23/24 17 Extension to Wanchese & Range 4 Dredging Project to provide funding for dredging by the Miss Katie.

**THEREFORE, BE IT RESOLVED THAT:**

- 1) Dare County requests the State of North Carolina provide financial assistance to Dare County for the Miss Katie- 23/24 17 Extension to Wanchese & Range 4 Dredging Project in the amount of \$1,200,000 or 75% of project cost, whichever is the lesser amount;
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments;
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions, if on public property;
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

This the 1st day of May, 2023.

---

Robert Woodard, Sr., Chairman

Attest:

---

Cheryl C. Anby, Clerk to the Board



**Resolution to Sponsor the  
Miss Katie – 23/24 Crack & Walter Slough Dredging Project**

**WHEREAS**, Dare County desires to sponsor the Miss Katie – 23/24 Crack & Walter Slough Dredging Project to provide funding for dredging activities by the Miss Katie.

**THEREFORE, BE IT RESOLVED THAT:**

- 1) Dare County requests the State of North Carolina provide financial assistance to Dare County for the Miss Katie- 23/24 Crack & Walter Slough Dredging Project in the amount of \$1,125,000 or 75% of project cost, whichever is the lesser amount;
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments;
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions, if on public property;
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

This the 1st day of May, 2023.

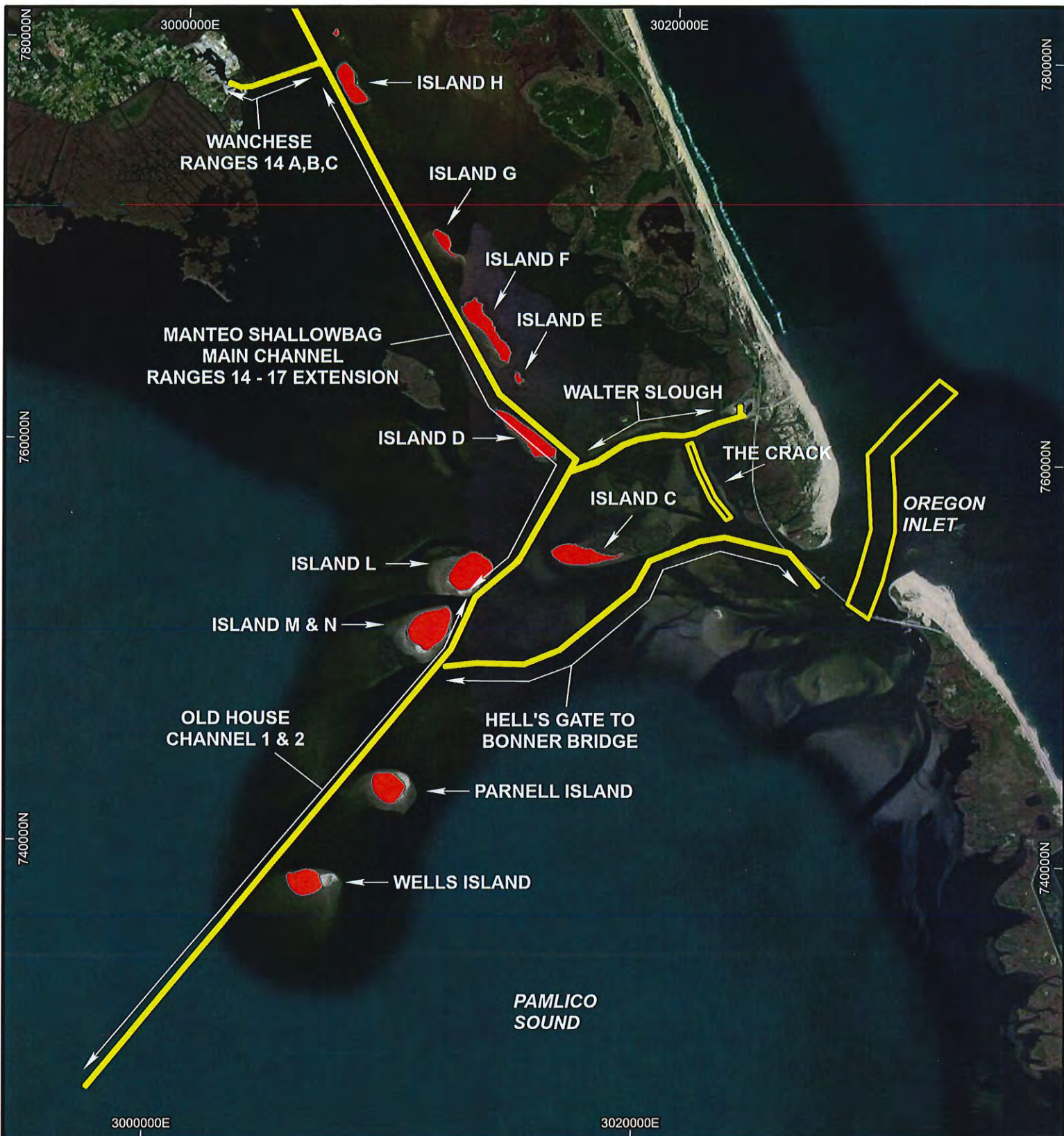
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Robert Woodard, Sr., Chairman

Attest:

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Cheryl C. Anby, Clerk to the Board



- Legend:
- Channels
  - Disposal Sites





*DEQ Cost Share - Walter Slough & the Crack*

**Description**

Before dredging can occur by the Miss Katie in the Crack & Walter Slough, the agencies have required SAV, Shellfish, and Cultural Resource Surveys be performed in these channels. Total cost is \$130,000 of which 75% would be covered by the State Shallow Draft Navigation Fund. Total Dare County match is \$32,500. Remaining balance in 25 fund is \$327,127.

**Board Action Requested**

Adopt Resolution, authorize County Manager to execute necessary budget amendment upon award, and select Coastal Protection Engineering to perform services related to contract

**Item Presenter**

Barton Grover, Grants & Waterways Administrator





## **Resolution to Sponsor the Crack & Walter Slough Project**

**WHEREAS**, Dare County desires to sponsor the Crack & Walter Slough Project to provide funding for SAV, Shellfish, and Cultural Resource Surveys for the upcoming dredging project by the Miss Katie.

### **THEREFORE, BE IT RESOLVED THAT:**

- 1) Dare County requests the State of North Carolina provide financial assistance to Dare County for the Crack & Walter Slough Project in the amount of \$97,500 or 75% of project cost, whichever is the lesser amount;
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments;
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions, if on public property;
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

This the 1st day of May, 2023.

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Robert Woodard, Sr., Chairman

Attest:

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Cheryl C. Anby, Clerk to the Board

### Dare County Dredge Management GIS



Contains info regarding Dare County's federal and state maintained navigation channels. Built as a decision-making aid for Dare County. Created by Coastal Protection Engineering.

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*Board Appointments*

**Description**

The following Boards have appointments or actions this month:

1. Juvenile Crime Prevention Council
2. Waterways Commission
3. Library Board - Dare
4. Upcoming Board Appointments

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



*Juvenile Crime Prevention Council*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

**JUVENILE CRIME PREVENTION COUNCIL**

**(Two Year Term)**

As outlined and funded by the Juvenile Justice Reform Act of 1998, the Juvenile Crime Prevention Council assumes responsibility for assessing needs, funding community-based alternatives for troubled youth who enter the courts, and supporting prevention programs.

**The following council members have terms expiring in June and they have agreed to be reappointed for another term:**

**Robert Trivette, Vance Haskett, Gail Hutchison, Amber Younce, Stephanie Webb, Steve House, Sara Sampson, Sheila Davies, Katherine Irby and Marcus Hester-Smith.**

**Michael McGough is resigning his position as "School Superintendent or Designee". The Council recommends Amber Nibe for appointment.**

**The Council recommends Jennifer Wooten fill the vacancy as "Member of the Public Representing Interests of Families of At-Risk Juveniles".**

**Ed Hall will be resigning as "Chief Court Counsel or Designee".  
That seat will remain vacant until filled.**

(Applications follow from George Carver, Martin Dalton, Amber Nibe and Jennifer Wooten)

**Other Members: See attached list**

**JUVENILE CRIME PREVENTION COUNCIL**

(Two Year Term)

**As outlined and funded by the Juvenile Justice Reform Act of 1998,  
the Juvenile Crime Prevention Council assumes responsibility for assessing  
needs, funding community-based alternatives for troubled youth who enter  
the courts, and supporting prevention programs.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Robert Trivette P.O. Box 888 Kitty Hawk, NC 27949 261-9727 (H), 305-3739 (W) (District Court Judge/Co. Comm. Appt.)	6/23	Apptd. 1/12 Reapptd. 6/13,15,17,19, 21
Matt McGough 109 Veterns Drive Kill Devil Hills, NC 27948 252-489-5874 (School Supt. or designee)	6/23	Apptd. 10/21
Vance Haskett P.O. Box 246 Manteo, NC 27954 252-473-2069 (Police Chief)	6/23	Apptd. 1/08 Reapptd. 7/09,11,13,15, 17, 19, 21
Gail Hutchison 6115 Hwy 64 Manns Harbor, NC 27953 252-216-8337 (Local Sheriff or designee)	6/23	Apptd. 6/13 Reapptd. 6/15,17,19,21
Amber Younce 205 E. Archdale Street Kill Devil Hills, NC 27849 252-475-5267 (Asst. Dist. Atty. or designee)	6/23	Apptd. 3/22 to complete term
Edward Hall, Jr. Chief Court Counselor, District 1 1305 McPherson Street Elizabeth City, NC 27909 252-331-4759 (O) Edward.hall@ncdps.gov (Chief Court Counselor or designee)	6/23	Apptd. 6/18, 19, 21
Stephanie Webb 3808 Palmer Drive, Unit A Greenville, NC 27858 336-935-6613 (Director AMH/DD/SA or designee)	6/23	Apptd. 3/22 to complete term

Shannon T. Glaser, Treas. 706 Canal Drive Kill Devil Hills, NC 27948 252-475-5753 (W) (County Manager or designee)	10/23	Apptd. 10/19 Reapptd. 9/21
Melinda Mogowski P.O. Box 3707 Kill Devil Hills, NC 27948 252-441-3536 (Substance Abuse Professional)	6/24	Apptd. 1/99 Reapptd. 1/01,03, 10/04,06,08, 6/10 12, 14, 16, 18, 20, 22
Stephen Wescott P.O. Box 2148 Manteo, NC 27954 252-216-6358 (Member of Faith Community)	6/24	Apptd. 11/11 Reapptd. 6/12,14,16 6/18, 20, 22
<b>Steve House</b> 288 N. Dogwood Trail, PO Box 1093 Southern Shores, NC 27949 216-8985 (C); 305-9258 (H) Steve.house@darenc.com (County Commissioner)	<b>6/23</b>	<b>Apptd. 6/17 Reapptd. 6/19, 21</b>
Vacant (Juvenile Defense Attorney)		
Jamie Koch 1712 Virginia Ave Kill Devil Hills, NC 27948 252-339-3516 (At Large)	10/23	Apptd. 04/21 Reapptd. 9/21
Jennifer Alexander 116 Tall Pines Court Kill Devil Hills, NC 27948 252-202-2777 jnicolealexander@yahoo.com (Member of Business Community)	6/24	Apptd. 1/19 Reapptd. 6/20, 6/22
Maddox Cromwell 47220 Crossway Drive Buxton, NC 27920 24cromwellma09@daretolearn.org (Student Representative)	1/25	Appt. 12/22
Stephanie Baker P.O. Box 1056 Nags Head, NC 27959 252-473-5121 stephanie@ob hotline.org (Non-profit)	4/24	Apptd. 12/22
<b>Sara Sampson</b> 534 Ananias Dare St Manteo, NC 27954 252-256-2073 (At Large)	<b>6/23</b>	<b>Apptd. 6/21</b>

<p>Shella Davies  P.O. Box 669  Manteo, NC 27954  252-475-5500 (W)  (Director-Health &amp; Human Services)</p>	6/23	<p>Apptd. 1/03  Reapptd. 10/04,05,07  09,11,13,15, 17,19, 21</p>
<p>Katherine Irby  P.O. Box 1000  Manteo, NC 27954  473-4290  (4-H/SOS-At Large)</p>	6/23	<p>Apptd. 1/03  Reapptd. 10/04,05,07  09,11,13,15, 17,19, 21</p>
<p>Marcus Hester-Smith  935 Hwy 64/264  Manteo, NC 27954  252-489-0838(H)  252-473-4800(B)  Hestersmithobx@gmailcom  (At Large)</p>	6/23	<p>Apptd. 6/19  Reapptd. 6/21</p>
<p>Tim White  P.O. Box 1000  Manteo, NC 27954  252-475-5916  (Director, Parks &amp; Rec.)</p>	6/24	<p>Apptd. 6/08  Reapptd.6/10,12,14,16  6/18, 20, 22</p>
<p>Paul William Pollock  129 Swanview Drive  Kill Devil Hills, NC 27954  252-475-4772  (At Large)</p>	10/23	<p>Apptd., 10/21</p>
<p>Lora M. Gilreath  102 Town Hall Dr., P.O. Box 1605  Kill Devil Hills, NC 27948  (At Large)</p>	10/23	<p>Apptd., 10/21</p>
<p>Marsha Riibner-Cady  103 Weir Point Drive  Manteo, NC 27954  252-473-3094  (At Large)</p>	6/24	<p>Apptd. 6/10  Reapptd. 6/12,14,16  6/18, 20, 22</p>

Vacant  
(Person under the age of 21  
or a member of the public representing  
the interests of families of at-risk juveniles)

**NOTES:**

**MEETING INFO. - 2<sup>nd</sup> Tues. each month at 12:30 p.m., Rm. 238, Admin. Bldg.**

**CONTACT INFO:** Shannon Glaser, Friends of Youth

**MEMBERS COMPENSATED:** No

Doug Oberbeck replaced Dave Cheesman 7/07.

Tom Waite replaced Tim Hill, Jane Midgett replaced Betty Selby 7/07.



Renee Welch replaced Amy Wells and Richard Martin replaced DuWayne Gibbs 7/07  
 Katie Lee and Kasey Rollinson filled vacant youth rep. positions 11/07.  
 Vance Haskett appointed to fill unexpired term of Francis D'Ambra 1/08.  
 Winfield Bevins replaced Jim Southern and Tim White replaced Cliff Ogburn 6/08.  
 Sarah Massey filled unexpired term of Tom Waite 10/08.  
 Tom Williamson filled term of Jane Midgett and Melinda Maher filled term of Renee Welch 12/08.  
 Sara Gist filled vacant at large student rep 12/08.  
 Richard Martin replaced Nancy Griffin and Jennifer Karpowicz replaced Kimberly Pellini 7/09.  
 Kevin Brunk filled unexpired term of Winfield Bevins 7/09.  
 Lora Vann filled unexpired Sarah Massey 11/09.  
 Lora Gilreath filled term of Cole Beasley and Marsha Ribner-Cady filled vacant at large seat 6/10.  
 Ron Bennett appointed to fill unexpired term of Eddie Lynch 1/11.  
 Tripp Hobbs replaced Richard Martin and Jeff Deringer replaced Doug Oberbeck 6/11.  
 Richard Martin replaced Edgar Barnes and Lynette Ford replaced Thomas Williamson 6/11.  
 Tony Gray replaced Melinda Maher 6/11.  
 Sheila Davies filled term of Tony Gray and Stephen Wescott filled term of Kevin Brunk 11/11.  
 Kara Rap filled unexpired term of Elise Quidley & Wes Rawles filled term of David Spruill 11/11.  
 Matthew Schofield filled unexpired term of Lynette Ford 6/12.  
 Natalie Evans filled term of Matthew Schofield & Malinda Lathan filled term of Shelia Davies 2/13.  
 Teresa Twyne filled unexpired term of Tripp Hobbs 10/13.  
 Bobbie Lowe filled unexpired term of Sarah Massey 4/14.  
 Adam Leggett filled Bobbie Lowe term & Margarette Umphlett filled term of Virginia Tillett 12/14.  
 Appointment for Health Depart. combined with appointment for Social Services, 2014.  
 Laura Twichell replaced Natalie Evans and Nancy Griffin replaced Lora Gilreath 6/15.  
 Alejandra Monica-Sanchez appointed to fill unexpired term of Austin Banks 11/15.  
 Joshua Tolson appointed to fill unexpired term of Abby Haywood 11/15.  
 John Gardner filled term of Ron Bennett and Keith Letchworth filled term of Adam Leggett 1/16.  
 Ryan Henderson filled vacant at large seat 1/16.  
 Michael Lewis filled unexpired term of Lynn Bryant 2/16.  
 LaQreshia Bates-Harley filled unexpired term of Sherri Ellington 6/16.  
 Lionel Robinson replaced Malinda Lathan and Steve House replaced Margarette Umphlett 6/17  
 Mollee Sinks appointed to fill unexpired term of Alejandra Monica-Sanchez 9/17  
 Josh Houston appointed to fill unexpired term of Joshua Tolson 11/17  
 Molly McGinnis appointed to fill unexpired term of Teresa Twyne 3/18  
 John Gardner did not want to be reappointed, his replacement was deferred to later 6/18  
 Edward Hall, Jr. filled unexpired term of LaQreshia Bates-Harley 6/18  
 Jennifer Alexander was appointed to fill the vacancy for member of the Business Community 1/19  
 Melanie Gonzalez appointed to fill the vacant student representative seat 1/19  
 Marcus Hester-Smith filled the At-Large seat held by Lionel Ray Robinson 6/19  
 Craig Albert appointed to fill the At-Large seat held by Ryan Henderson 6/19  
 Chelsea Artzt appointed to replace Melanie Gonzalez as student representative 6/19  
 Lara Cate Wright appointed as student representative and Bonnie Bennett retired 8/19  
 Richard J. Martin retired 9/19  
 Shannon Glaser replaced Bonnie Bennett and Todd Heineche replaced Richard J. Martin 10/19  
 Jamie Koch appointed to fill unexpired term of Todd Heineche 4/21  
 Nancy Griffin resigned & Sara Sampson apptd. to serve 6/21  
 Matt McGough apptd. to fill term of Molly McGinnis; Paul Pollock apptd. to serve At-Large  
 position; Jennifer Bland resigned & Laura Twichell apptd. to serve; Lora Gilreath apptd. to serve  
 At-Large position 10/21  
 Laura Twichell resigned & Amber Younce apptd., Keith Letchworth resigned and Stephanie Webb  
 apptd. Heather Chavez appointed to fill "other non-profit" vacancy.  
 Marsha Ribner-Cady, Jennifer Alexander, Stephen Wescott, Time White, & Melinda Mogowski  
 were all reappointed. 5/2022  
 Maddox Cromwell appt. as student rep and Stephanie Baker apptd to fill term of Heather Chavez  
 12/22

**REVISED 12/22**



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** Juvenile Crime Prevention Council (JCPC)  
**2nd Choice** ABC Board  
**3rd Choice** Library Board - East Albemarle Region  
**Name** George Carver  
**Address** PO Box 2545  
**City/State/Zip** Manteo, NC 27954  
**Email** domehomes3951@gmail.com  
**Personal Phone** (252)564-5140  
**Business Phone**  
**Business Address**  
**Occupation** Executive Director/Business Owner  
**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 completed my secondary education at Manteo High in 1998. I pursued higher education in computer science at North Carolina Central University from 1998 to 2000, and later continued my studies at Piedmont Community College. Additionally, I broadened my academic horizons by studying marine science at the College of the Albemarle. Apart from formal education, I engage in personal research on various subjects in science, economy, and

**Business and civic experience and skills** I possess diverse experiences in business, civic service and social justice activism. As a member of Manteo Rotary and "LOBX" Leadership OBX alumni, I demonstrate a commitment to community service, leadership and personal growth. I am also a founding member and Exe. Dir of "DMC" Dare Minority Coalition. Directed the largest non-violent demonstration against police brutality to George Floyd. My passion for activism, advocacy and event coordination

**Other boards, Committees, Commissions on which you presently serve** I am presently serving on multiple boards in diverse fields. As a member of Dare County Board of Transportation, I have worked towards improving transportation infrastructure and accessibility in the region. Additionally, as the Executive Dir. of "DMC" Dare Minority Coalition Inc. I lead an org. that strives to empower and uplift marginalized communities. CEO/Founder of Georgos Dome Homes Inc. specializes in innovative and sustainable housing.

## REFERENCE #1

**Name** Lavarn Brookes

**Business** Retired " Former Utility Billing Specialist for Dare County Water Dept.

**Address** Manteo, NC

**Phone** (252)305-4598

**REFERENCE #2**

**Name** David Shufflebarger

**Business** Senior partner "Alexander Hass" Member of Outer Banks Community Foundation

**Address** Kill Devil Hill, NC

**Phone** (404)451-0256

**REFERENCE #3**

**Name** Al Friedman

**Business** Real Estate broker "Sun Realty Real Estate"

**Address** Nags Head, NC

**Phone** (410)353-3927

**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** 2/15/2023



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** Juvenile Crime Prevention Council (JCPC)

**2nd Choice**

**3rd Choice**

**Name** Martin Dalton

**Address** 197 Watersedge

**City/State/Zip** Kill Devil Hills

**Email** s.martindalton@gmail.com

**Personal Phone** (704)813-1567

**Business Phone**

**Business Address**

**Occupation** Business Development, Technology Industry

**Dare County** YES

**Resident** NO

The text boxes for Education, experience and other should only be 8 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 went to NC State University for my undergraduate degrees — BS in Economics & BA in International Studies. I also attended Duke University's Fuqua School of Business for a Masters in Management Studies (MMS).

**Business and civic experience and skills** My career began in finance at Cisco Systems, where I was lucky enough to travel the world auditing their various business units. After a stint in finance, I rotated into a leadership program where I spent 5 years progressively growing a book of business for Cisco — eventually managing over \$35M in a given fiscal year. Throughout my time in the corporate world, I have always given 40 hours+ to various civic duties.

**Other boards, Committees, Commissions on which you presently serve** I currently serve on 2 committees within Kill Devil Hills: 1) Community Appearance Commission and 2) Street Improvement and Special Projects Committee. However, I have just this week had to submit my resignation because we are moving to our home which is outside of the Town of Kill Devil Hills. I have also just completed a year serving as Director of Development for a San Francisco based startup, "BridgingTech".

## REFERENCE #1

**Name** John Windley

**Business** Walgreens and KDH Board of Commissioner

**Address** 102 Town Hall Dr, Kill Devil Hills, NC 27948

**Phone** (252)902-4345

**REFERENCE #2**

**Name** Greg Aiken

**Business** VMware

**Address** 2 Ave de Lafayette, Boston, MA 02111

**Phone** (617)850-2625

**REFERENCE #3**

**Name** Stephen Billings

**Business** BrightHouse Financial

**Address** 11225 N Community House Rd, Charlotte, NC 28277

**Phone** (704)813-9429

**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.

*Martin Dalton*

**Date** 4/13/2023



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**Advisory Board or Committee interested in:**

1<sup>st</sup> choice: Juvenile Crime Prevention Council (JCPC)

2<sup>nd</sup> choice:

3<sup>rd</sup> choice:

**Name:** AMBER NIBE

**Address:** 405 TRUXTON ST

**City/State/Zip:** KILL DEVIL HILLS NC 27948

**Email Address:** nibeam@daretolearn.org

**Telephone:** Home: (910)591-6484 Business: (252)489-7707

**Resident of Dare County:** YES

**Occupation:** FAMILY LIAISON

**Business Address:** 405 TRUXTON ST

**Educational background:**

BA in psychology from Campbell University and an MED in school counseling from Campbell university.

**Business and civic experience and skills:**

I have worked in education since 1999 as a school counselor and a school social worker.

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

Currently I work as a family liaison with DCS and in that position I serve on Dare Community Collaborative, Saving Lives Task Force, and the DCS Attendance Council

**REFERENCES**

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

Name	ASHLEY JACKSON
Business/Occupation	DARE COUNTY SCHOOLS
Address	3020 S WRIGHTSVILLE AVE NAGS HEAD
Telephone	(252)489-6644

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Name	REIDA ROBERTS
Business/Occupation	DARE COUNTY SCHOOLS
Address	3020 S WRIGHTSVILLE AVE NAGS HEAD
Telephone	(252)489-8006



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Name L'TONYA MURRAY  
Business/Occupation DARE COUNTY SCHOOLS  
Address 3020 S WRIGHTSVILLE AVE NAGS HEAD  
Telephone (252)423-1104

---

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.

Signature of applicant:

*Amber Nide*

Date: 3/15/2023



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**Advisory Board or Committee interested in:**

1<sup>st</sup> choice: Juvenile Crime Prevention Council (JCPC)

2<sup>nd</sup> choice:

3<sup>rd</sup> choice:

**Name:** JENNIFER WOOTEN

**Address:** 505 DORA DRIVE

**City/State/Zip:** MANTEO, NC 27954

**Email Address:** j.m.wooten@charter.net

**Telephone:** Home: (252)455-6436 Business: (252)475-5754

**Resident of Dare County:** YES

**Occupation:** DARE COUNTY FRIENDS OF YOUTH PROGRAM ASSISTANT

**Business Address:**

**Educational background:**

I earned a B.A. in Journalism from the University of South Carolina.

**Business and civic experience and skills:**

I have been the Program Assistant for the Dare County Friends of Youth mentoring program for 25 1/2 years. I have extensive knowledge of the issues that children & families in Dare County face.

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

I currently do not serve on any boards, committees or commissions.

**REFERENCES**

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

Name	SHANNON GLASER
Business/Occupation	DARE COUNTY FRIENDS OF YOUTH PROGRAM COORDINATOR
Address	P.O. BOX 1000 / MANTEO, NC 27954
Telephone	(252)475-5753

---

Name	CYNTHIA ERRICKSON
Business/Occupation	DARE COUNTY COMMUNITY OF JUVENILE SERVICES DIRECTOR
Address	P.O. BOX 1000 / MANTEO, NC 27954
Telephone	(252)475-5689





APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Name GAIL HUTCHISON  
Business/Occupation VICTIM'S ADVOCATE - DARE COUNTY SHERIFF'S OFFICE  
Address P.O. BOX 757 / MANTEO, NC 27954  
Telephone (252)475-5980

---

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.

Signature of applicant:

*Jennifer Wooten*

Date: 2/24/2023



*Dare County Waterways Commission*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

May, 2023

**DARE COUNTY WATERWAYS COMMISSION**

(Two Year Term)

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

**The terms of Michael Flynn, Kenneth “KP” Scott, III and Kermit W. Skinner, Jr. expire in June.**

**Michael Flynn and KP Scott, III have agreed to reappointment.**

(Mr. Skinner’s position will remain vacant at this time, as applications are being reviewed.)

Other Members:  
See attached list

**DARE COUNTY WATERWAYS COMMISSION**

(Two Year Term)

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

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Danny Couch P.O. Box 1001 Buxton, NC 27920 995-5671 (H) 216-7383 (Cell)	6-24	Apptd. 1/17 Reapptd. 6/18; 6/20; 5/22
Ernie Foster P.O. Box 120 Hatteras, NC 27943 986-2515 (H)	6-24	Apptd. 2/08 Reapptd. 6/08,10,12,14 6/16,18, 20, 5/22
<b>Michael Flynn</b> PO Box 276 Wanchese, NC 27981 609-462-4739 (H) 252-473-1607 (W) michaelf@nccoast.org	<b>6-23</b>	<b>Apptd. 3/19</b> Reapptd. 6/19, 7/21
Natalie Perry Kavanagh P.O. Box 598 Frisco, NC 27936 252-996-0551 (H) 252-995-5366 (W) nataliesusanperry@hotmail.com	6-24	Apptd. 6/18 Reapptd. 6/20, 5/22
<b>Kenneth "KP" Scott III</b> P.O. Box 361 Hatteras, NC 27943 252-986-2877 (H) 252-986-2365 natandkp@icloud.com	<b>6-23</b>	<b>Apptd. 7/21</b>
<b>Kermit W. Skinner, Jr.</b> 166 Cannon Trail Manteo, NC 27954 252-305-5501 (H) kermit122@charter.net	<b>6-23</b>	<b>Apptd. 7/19</b> Reapptd 7/21
Steve Coulter P.O. Box 189 Hatteras, NC 27943 995-4832 (H)	6-24	Apptd. 3/16 Reapptd. 6/18; 6/20, 5/22

NOTES:

**MEETING INFO:** Monthly, odd months in Manteo, even months in Buxton.

**CONTACT INFO:** Steve Coulter, Chairman  
Barton Grover, DCWC Clerk

**MEMBERS COMPENSATED:** Members - \$50 per meeting  
Chairman - \$75 per meeting

Robert Williams replaced Jim Bunch 6/91; Wayne Gray replaced John Blair 7/92.  
Barry Martin replaced Harry Schiffman 6/93; Ephraim O'Neal replaced Chris Costenbader 6/94.  
Floyd L. Basnight appointed to fill term of H.O. Golden 8/96.  
Billy Carl Tillett replaced Wayne Gray 8/96.  
Richard Johnson appointed to fill term of the late Robert Williams 1/97.  
Moon Tillett appointed chairman 1/97; Ron Tillett appointed to fill term of Richard Perkins 4/97.  
DCBC appointed Moon Tillett as Chairman, Glen Miller as Vice Chairman 6/97.  
Michael Davenport replaced Barry Martin 6/98; Ervin Farrow III replaced Glenn Miller 6/01.  
Lee Tugwell filled term of Moon Tillett 10/04.  
Warren Judge apptd. to fill term of Richard Johnson 6/05.  
Allen Burrus apptd. to fill unexpired term of Warren Judge 1/07.  
Robin Mann replaced Lee Tugwell and David May replaced Jerald Craddock 6/07.  
Ernie Foster filled unexpired term of Ephraim O'Neal 2/08.  
Jed Dixon replaced Robin Mann 12/11 (for term 6/11-6/13).  
Jim Tobin filled unexpired term of Richard Johnson 6/13.  
Danny Couch filled unexpired term of Jed Dixon 4/16; Holly White replaced Jim Tobin 6/16.  
Ronald Lowe appointed to replace Holly White who moved out of area 8/16.  
Dan Oden appointed to fill unexpired term of Arvin Midgett 8/16.

**OIWC membership was reduced to 9 members 6/3/02 (consent agenda)**  
**DCBC relinquished responsibility of appointing chairman and vice chairman to the OIWC effective 9/17/02.**

**OIWC membership reduced to 7 members 6/03.**

**DCBC added another member (Steve Coulter) for a two year term ending 6/18. (3/16)**

**\*\*\*Name changed to Dare County Waterways Commission 8/15/16\*\*\***

At the DCBC meeting on 1/3/17, Commissioner Danny Couch was moved from the At Large seat to the Commissioners seat. The At Large seat is vacant until a later appointment by the DCBC.  
Chuck Earley was appointed to fill at large seat 6/17; Chuck Earley resigned 1/18  
Natalie Perry Kavanagh replaced Ronald Lowe 6/18

**Chairman Woodard noted that with the previous resignation of Charles Earley, the Waterways Commission is now back to its proper composition of seven members 6/18**

Michael Flynn filled unexpired term of David May who resigned 3/19  
Kermit W. Skinner, Jr. appointed to fill unexpired term of Fletcher Willey who resigned 7/19  
Kenneth "KP" Scott, III appointed to replace Dan Oden 7/21  
Danny Couch, Ernie Foster, Natalie Perry Kavanagh, & Steve Coulter were reappointed. 5/22

**5/22**



*Library Board - Dare*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

May, 2023

**Library Board - Dare**  
**(Three Year Term)**

The Library Board-Dare establishes local policies within those set by the Regional Library Board and oversees the Library Trust Fund budget, and also serves on the Board of the Dare County Library Foundation, a 501-C3 tax-exempt organization.

**The Library Board recommends the reappointment of:**

**Ervin Bateman and Janice Willis**

Other Members:  
See attached

**LIBRARY BOARD – DARE**  
(Three Year Term)

This Board establishes local policies within those set by the Regional Library Board and oversees the Library Trust Fund Budget; and also serves on the Board of the Dare County Library Foundation, a 503-C3 tax-exempt organization.

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Marylou Hoffert 179 Clam Shell Trail Southern Shores, NC 27949 757-214-5689 (C) <a href="mailto:mlh6126@gmail.com">mlh6126@gmail.com</a>	10/24	Apptd. 10/21
Ruth Perkins 4807 Palmer Drive Kitty Hawk, NC 27949 980-241-4628 (H), 252-473-4290 (W) <a href="mailto:ruthabigailperkins@gmail.com">ruthabigailperkins@gmail.com</a>	10/24	Apptd. 10/21
Joann Wilson-Harfst 1723 Virginia Avenue Kill Devil Hills, NC 27948 804-384-1584 <a href="mailto:joannharfst@gmail.com">joannharfst@gmail.com</a>	10/24	Apptd. 10/21
<b>VACANT</b>		
Bea Basnight 177 Scuppernong Road Manteo, NC 27954 252-473-3856 <a href="mailto:beabasnight@aol.com">beabasnight@aol.com</a>	06/25	Apptd. 6/22
Ervin Bateman (Comm. Apptee) 4148 Poor Ridge Road P.O. Box 1127 Kitty Hawk, NC 27949 <a href="mailto:ervin.bateman@darenc.com">ervin.bateman@darenc.com</a> 216-1526 (C)	06/23	Apptd. 1/19 Four year terms
Janice Willis P.O. Box 413 Hatteras, NC 27943 986-2109 (H), 986-2365 (O)	06/23	Apptd. 6/14 Reapptd. 6/17, 10/21
Susan Pfaff 237 W. Lookout Road Nags Head, NC 27959 216-780-4478 <a href="mailto:sspfaff5@gmail.com">sspfaff5@gmail.com</a>	06/25	Apptd. 6/22

**NOTES:**

**MEETING INFO:** 2<sup>nd</sup> Thursday, 10:00 a.m. in Jan, April, July & Oct. in any library



**CONTACT INFO:** Mike Hogan, Chairperson; Jonathan Wark, Librarian

**MEMBERS COMPENSATED:** No

**At the June 6, 2016 meeting, the DCBOC voted to delete the rule that limited people to serving only two consecutive, two-year terms.**

Jack Hohmann was first appointed to the Board April 1977.

Robert Morrill replaced Harrison Baggerly & Stella Green replaced Margot Tillett 6/90.

Helen Kleyla replaced Bea Mulford 6/92; Nora Fucci replaced Cashar Evans 6/93.

Wayne Gray appointed to fill term of Jack Hohmann 11/93.

Martha Hohmann replaced Hilda Bayliss 6/94; Pat Eure replaced Helen Kleyla 7/95.

Jan DeBlieu replaced Nora Fucci & Elizabeth Newman replaced Robert Morrill 6/96.

James Melvin replaced Stella Green 6/96.

Beth Storie replaced Martha Hohmann, Cheryl Byrd replaced Polly Bernd and

Jan Willis replaced Ray Gray 6/97. Cheryl Byrd replaced Wayne Gray who resigned 8/98.

John "Possum" Silver appointed to fill position vacated by Cheryl Byrd 8/98.

Roger Allen replaced James Melvin 6/99; Debbie Sauls replaced John Silver 6/00.

John Robert Hooper replaced Cheryl Byrd 3/01.

Dorothy Fink replaced Pat Eure and Paul Charron filled term of Beth Storie 8/01.

Laura Perkins replaced Jan DeBlieu and Mel Covey replaced Elizabeth Newman 8/02.

Lynne Hutchins replaced Roger Allen 11/02; Betty Swanson replaced Jan Willis 6/03.

Amy Huggins filled unexpired term of Paul Charron 10/04.

Janis Cochrane apptd. to fill Mel Covey term & Mike Johnson apptd. to fill John R. Hooper 1/05.

Lynne Foster filled term of Dorothy Fink and Michael Hogan filled term of Debbie Sauls 10/05.

Commissioner Virginia Tillett replaced Commissioner Mike Johnson 2/08.

Fletcher Willey replaced Laura Catoe & Karen Bachman replaced Janis Cochrane and

Joyce Bornfriend replaced Lynne Hutchins 7/08.

Donna Trivette replaced Betty Swanson, William Pfeifer replaced Amy Huggins and

Elizabeth Gaimel replaced Michael Hogan 12/09; Jerry Hart replaced Lynne Foster 6/10.

Ellen Bryson filled term of Fletcher Willey & Lisa Phillips filled term of Jerry Hart 8/11.

Margaret Umphlett replaced Virginia Tillett 12/14.

Sandra Carter replaced Donna Trivette & Willard Haithcock replaced Elizabeth Gaimel 6/15.

Beverly Boswell filled unexpired term of William Pfeifer 6/16.

Beverly Boswell resigned 4/17; Rob Ross replaced Margaret Umphlett 6/17

Sandra Carter has moved out of Dare County 6/18; Ervin Bateman replaced Rob Ross 1/19

Mike Hogan & Janice Willis reappointed 10/21, MaryLou Hoffert & Ruth Perkins appointed 10/21

Lisa Phillips moved out of the area and removed from membership 05/22

Bea Basnight and Susan Pfaff appointed 06/22

Advised that Michael Hogan moved out of the area 03/23

**REVISED 03/23**



*Upcoming Board Appointments*

**Description**

The Dare County Board of Commissioners welcomes citizen participation on its many Boards and Committees.

Following is a list of the Boards and Committees that have terms expiring during the next 3 months. The list indicates when the item will be presented to the County Commissioners and any requirements that may pertain to the appointment.

Instructions on how to obtain and submit an application are attached along with additional information about each of the Boards and Committees with upcoming term appointments.

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager

## Upcoming Board & Committee Appointments

The Dare County Board of Commissioners welcomes citizen participation on advisory boards and committees. This type of grassroots public involvement is the foundation of democracy and a vital part of maintaining Dare County as a quality place to live.

Following is a list of Boards and Committees with terms expiring during the next three months.

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

***There are also several boards with vacancies. Please check the website.***

### **June, 2023**

Hatteras Community Center Board – 3 terms expiring  
Juvenile Crime Prevention Council – 12 terms expiring  
Land Transfer Tax Appeals Board – 3 terms expiring  
Library Board – Dare – 2 terms expiring  
Manns Harbor Community Center Board – 3 terms expiring  
Roanoke Island Community Center Board – 3 terms expiring  
Transportation Advisory Board – 1 term expiring  
Waterways Commission – 3 terms expiring

### **July, 2023**

Airport Authority – 4 terms expiring  
East Lake Community Center Board – 1 term expiring  
Game and Wildlife Commission – 4 terms expiring  
Wanchese Community Center Board – 5 terms expiring

### **August, 21023**

A.B.C. Board – 2 terms expiring  
Jury Commission – 1 term expiring  
Virginia S. Tillett Community Center Advisory Board – 5 terms expiring

### ***~~~~~Instructions for Obtaining and Submitting Applications~~~~~***

An application must be submitted to the Clerk in order for your name to be considered for a board or committee appointment. Applications are kept on file for three years.

The application form is available on the Dare County website

**(Please see Board of Commissioners under Advisory Boards and Committees for link)**

***Cheryl C. Anby, Clerk to the Board at 252-475-5700***



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

**Description**

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

**Board Action Requested**

Consider items presented

**Item Presenter**

Robert Outten, County Manager