



**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

**Wednesday, September 06, 2023**

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

**AGENDA**

- 9:00 AM**      **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1**      Opening Remarks - Chairman's Update
- ITEM 2**      Service Pins - September, 2023
- ITEM 3**      Employee of the Month - July and September
- ITEM 4**      Public Comments
- ITEM 5**      Proclamation - Diaper Need Awareness Week 2023
- ITEM 6**      Proclamation - Constitution Week 2023
- ITEM 7**      DHHS Health and The Breaking Through Task Force - A Proclamation Proclaiming September as Suicide Awareness and Prevention Month Video Presentation
- ITEM 8**      DHHS - Health and Savings Lives Task Force - Recovery and Overdose Support Services (ROSS)
- ITEM 9**      Resolution(s) Regarding NOAA Amendment 15
- ITEM 10**      Roanoke Island Community Center
- ITEM 11**      Avon Zoning Map Amendment
- ITEM 12**      C-3 Zoning Amendment
- ITEM 13**      Annual Tax Settlement and Charges to the Tax Collector
- ITEM 14**      LASII Grant Application
- ITEM 15**      Amendment to the Dredge Work Plan and Forgivable Work Agreement
- ITEM 16**      ClearGov Software Contract Approval
- ITEM 17**      Mini-Brooks Exemption Resolution and Quible Contract
- ITEM 18**      Amendment to Capital Project Ordinance for Phase 1, 2, and 3 for EMS Projects
- ITEM 19**      Professional Services Agreement for the Kitty Hawk EMS Station
- ITEM 20**      Budget Amendment and Capital Project Ordinance for Dare County Schools for First Flight Elementary and Middle Schools
- ITEM 21**      Budget Amendment for the School Capital Investment Fund and Oakley Collier Contract

- ITEM 22      Consent Agenda**
1. Approval of Minutes (8/7/23)
  2. Tax Collector's Report
  3. DHHS - Health Resolution to Direct Expenditure of Opioid Settlement Funds
  4. Dare County DHHS - Social Services Medicaid Expansion Budget Amendment
  5. Health & Human Services-Public Health Division State Funding for Public Health Infrastructure- Local Workforce Development
  6. Budget Amendment and Sole Source Purchase Approval for Emergency Management
  7. Amendment to Capital Project Ordinance for FY 2024 Capital Improvements Plan (error correction)
  8. Board of Commissioners In-County Travel Stipend
  9. ESRI Small Government Enterprise Licenses
- ITEM 23      Board Appointments**
1. Dare County Transportation Advisory Board
  2. Land Transfer Tax Appeals Board
  3. Health and Human Services Board
  4. Upcoming Board Appointments
- ITEM 24      Commissioners' Business & Manager's/Attorney's Business**
- ITEM 25      Closed Session**

**ADJOURN UNTIL 9:00 A.M. ON OCTOBER 2<sup>ND</sup>.**



*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 - September, 2023*

**Description**

Service pins for the month of September will be presented

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager





*Employee of the Month  
July and September*

**Description**

The Employee of the Month Certification will be presented to an employee for July and for September.

**Board Action Requested**

None

**Item Presenter**

To Be Determined



*Public Comments*

**Description**

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

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

**Board Action Requested**

Hear Public Comments

**Item Presenter**

Robert Outten, County Manager



*Proclamation  
Diaper Need Awareness Week 2023*

**Description**

The Children & Youth Partnership for Dare County asks that the Board of Commissioners adopt the proclamation recognizing September 18-24, 2023 as "Diaper Need Awareness Week."

**Board Action Requested**

Adopt Proclamation

**Item Presenter**

Carla Heppert  
Education & Program Evaluation Manager for Children & Youth Partnership



**A PROCLAMATION**  
**Diaper Need Awareness Week September 18-24, 2023**

**WHEREAS**, diaper need, the condition of not having a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of babies, toddlers, and their families; and

**WHEREAS**, the latest study from the National Diaper Bank Network reports that one in two families struggles with diaper need, an increase from previous studies done in 2010 and 2017; and

**WHEREAS**, purchasing enough diapers to keep a baby or toddler clean, dry, and healthy can consume 14 percent of a low-wage family's post-tax income, making it difficult to obtain a sufficient supply; and

**WHEREAS**, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in child care programs and quality early-education programs; and

**WHEREAS**, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention, and may prevent parents from attending work or school, thereby hurting the family's economic prospects and well-being; and

**WHEREAS**, the Dare County community recognizes that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for our families and community and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

**WHEREAS**, Dare County is proud to be home to trusted community-based organizations including Children & Youth Partnership for Dare County that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels.

**WE, THE DARE COUNTY BOARD OF COMMISSIONERS**, do hereby proclaim the week of September 18 through September 24, 2023 as "**DIAPER NEED AWARENESS WEEK**" in Dare County.

We thank Children & Youth Partnership, their staff and donors for their service through CYP's Diaper Bank, and encourage the citizens of our community to support CYP's Diaper Bank to help ensure that all Dare County children and families have what they need to thrive.

This the 6th day of September, 2023.

SEAL

\_\_\_\_\_  
Robert Woodard, Sr., Chairman

Attest:

\_\_\_\_\_  
Skyler Foley, Clerk to the Board



*Proclamation  
Constitution Week 2023*

**Description**

The Local Daughters of the American Revolution Chapter asks that the Board of Commissioners adopt the proclamation recognizing September 17-23, 2023 as "Constitution Week."

**Board Action Requested**

Adopt Proclamation

**Item Presenter**

Colleen Fagersten  
Regent of the Local Daughters of the American Revolution Chapter



## CONSTITUTION WEEK PROCLAMATION

**WHEREAS:** The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

**WHEREAS:** September 17, 2023, marks the two hundred and thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS:** It is the privilege and duty of the American people to commemorate the two hundred and thirty-sixth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

**NOW, THEREFORE,** the Dare County Board of Commissioners, does hereby proclaim the week of September 17 through 23 as

### CONSTITUTION WEEK

and urge all citizens of Dare County to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the County of Dare to be affixed this 6<sup>th</sup> day of September, 2023.

---

Robert Woodard, Sr., Chairman

Attest:

---

Skyler Foley, Clerk to the Board



***DHHS - HEALTH and THE BREAKING THROUGH TASKFORCE  
A PROCLAMATION READING & PRESENTATION  
PROCLAIMING SEPTEMBER 2023 AS SUICIDE AWARENESS AND PREVENTION MONTH***

**Description**

The Breaking Through Task Force requests the Board of Commissioners adopt the proposed proclamation recognizing September 2023 as "Suicide Awareness & Prevention Month" in Dare County.

**Board Action Requested**

Adopt Proclamation

**Item Presenter**

Kelly Nettnin Fleming & Michelle Wagner



## **A PROCLAMATION**

### **PROCLAIMING SEPTEMBER 2023 AS SUICIDE AWARENESS AND PREVENTION MONTH**

**WHEREAS**, suicide is a global public health issue that affects individuals of all ages, genders, and backgrounds, and

**WHEREAS**, it is our duty as a compassionate and caring society to raise awareness about suicide prevention, promote mental health, and provide support to those affected by suicide; and

**WHEREAS**, Suicide Awareness and Prevention Month serves as a crucial opportunity to break the silence surrounding suicide, destigmatize mental health, and foster a supportive environment for open dialogue; and

**WHEREAS**, by promoting mental health education, early intervention, and resilience, we can contribute to the prevention of suicide and the overall well-being of our communities; and

**WHEREAS**, it is essential to encourage empathy, understanding, and compassion, as well as create a culture where seeking help for mental health concerns is seen as a sign of strength, not weakness; and

**WHEREAS**, suicide is the 8th leading cause of death in Dare County and the 10th leading cause of death in the United States—and suicide is also the second leading cause of death among young adults in the United States; and

**WHEREAS**, 90 percent of people who die by suicide had shown symptoms of a mental health condition, according to interviews with family members, friends and medical professionals; and

**WHEREAS**, every citizen and community can make a difference in helping end the silence and stigma that for far too long have surrounded suicide and also discouraged people from getting help; and



**WHEREAS**, public education and community activities can boost mental health and help improve the lives of individuals and families who are affected by mental illness; and

**WHEREAS**, the Breaking Through Task Force was formed in 2016 and is working to provide a community-involved approach to address mental health in our local community and improve the lives of individuals who are struggling with mental illness—as well as their family members and friends. This involves addressing the associated stigmas, breaking through the barriers that may block someone from seeking assistance, and providing help through available resources.

**NOW, THEREFORE, BE IT RESOLVED**, we, as the Board of Commissioners of Dare County, North Carolina, do hereby proclaim the month of September 2023 as Suicide Awareness and Prevention Month.

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

SEAL

\_\_\_\_\_  
Robert Woodard, Sr., Chairman

Attest:

\_\_\_\_\_  
Skyler Foley, Clerk to the Board



*Dare County Health & Human Services / Saving Lives Task Force  
Recovery & Overdose Support Services*

**Description**

Presentation on the Recovery & Overdose Support Services (ROSS) in Dare county.

**Board Action Requested**

Not Applicable.

**Item Presenter**

Katy Haslar- Public Health Education Specialist & Peer Support Specialist  
Jesse Ruby- Peer Support Specialist



*Resolution(s) Regarding NOAA Amendment 15*

**Description**

Amendment 15 is a Federal Fisheries Amendment that could adversely affect the fishing industry in Dare County.

Final Resolution(s) to be provided to the Board at the meeting.

**Board Action Requested**

Adopt Resolution(s)

**Item Presenter**

Commissioner Steve House and Dewey Hemilright



*Roanoke Island Community Center*

**Description**

The Bylaws for the Roanoke Island Community Center were found to have several Scrivener's errors. Amended bylaws are attached for Board approval.

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

# **BY-LAWS OF THE ROANOKE COMMUNITY CENTER**

## **ARTICLE 1 PURPOSES**

1. To promote fellowship and goodwill among the community and its members.
2. To help unify the efforts of individuals, institutions and organizations in the community to make it a better place to live.
3. To help promote those agencies within the community.
4. To inspire each other.
5. To provide a safe and clean facility for the use of the residents and non-residents alike.

## **ARTICLE 2 NAME**

The name shall be the Roanoke Community Center Executive Board.

## **ARTICLE 3 MEMBERSHIP**

1. Any person having been a resident of Roanoke Island for the past twelve (12) months is eligible for membership.
2. Members are appointed by the Dare County Board of Commissioners.
3. The Roanoke Community Center Executive Board shall be made up of five (7) members.

## **ARTICLE 4 DURATION OF BOARD MEMBERSHIP**

1. Term is for a period of two (2) years.
2. The resignation of any Board member shall become effective upon written notice to the Dare County Board of Commissioners and the Roanoke Community Center Executive Board President.

4. No person who is not a resident of Roanoke Island, North Carolina, shall be eligible to hold a position on the Board.

## **ARTICLE 7 DUTIES OF OFFICER**

1. The president shall be the chief executive officer of the Board and shall preside at all meetings.
2. If for any reason the president is unable to perform his/her duties, the vice-president shall occupy that position and perform his/her duties, having the same authority.
3. If for any reason the office of the president shall become vacant, the vice-president shall succeed him/her in office. In the event of a vacancy in any office, with the exception of the president, the Board shall elect a member to fill the unexpired term.
4. The secretary shall keep a record of transactions of each meeting, a correct list of members and all correspondence. He/she shall make the required reports and perform such other duties as ordinarily required of his office.
5. The treasurer shall collect all monies due to the Board and shall deposit it in a bank designated by the Board, and shall pay out monies only as directed by the Board. All monies shall be paid out by check, signed by the treasurer. The treasurer shall be in charge of scheduling building rentals.
6. The duties of Board members shall be as follows:
  - a. They shall be responsible for the execution of the authorized policies of the Board.
  - b. They shall hold special meetings when called by the President or upon written request signed by a majority of the Board.
  - c. They shall hold regular meetings at least once every two months.

## **ARTICLE 8 MEETINGS**

1. The Board will hold at least one meeting every month unless the board decides on a different time frame. Special meetings may be called when considered necessary by the Board.

2. There must be at least three (3) members present for a quorum at any meeting of the Board.

## **ARTICLE 9**

1. Meeting called to order – president
2. Report of treasurer – treasurer
3. Minutes from last meeting – secretary
4. Old business – president
5. New business – Board Members
6. Adjournment

## **ARTICLE 10 RENTAL OF BUILDING**

1. Any person(s) over the age of 21 shall be permitted rental of the Roanoke Community Center without prejudice.
2. Any person(s) who wishes to rent the building will be required to sign a contract and comply with all rules and regulations set forth in said contract and will be liable for any damage to the building during the time of rental.
3. Rental fees shall be set by the Board members.



**AMENDED BYLAWS FOR THE  
ROANOKE ISLAND COMMUNITY CENTER**

**ARTICLE I – PURPOSES**

1. To promote fellowship and goodwill among the community and its members.
2. To help unify the efforts of individuals, institutions and organizations in the community to make it a better place to live.
3. To help promote those agencies within the community.
4. To inspire each other.
5. To provide a safe and clean facility for the use of the residents and non-residents alike.

**ARTICLE II – NAME**

The name shall be the Roanoke Island Community Center.

**ARTICLE III – MEMBERSHIP**

1. Any person having been a resident of Roanoke Island for the past twelve (12) months is eligible for membership.
2. Members are appointed by the Dare County Board of Commissioners.
3. The Roanoke Island Community Center Board shall be made up of five (5) members.

**ARTICLE IV – DURATION OF BOARD MEMBERSHIP**

1. Term is for a period of two (2) years.
2. The resignation of any Board member shall become effective upon written notice to the Dare County Board of Commissioners and the Roanoke Island Community Center Executive Board President.
3. Any member who neglects to participate or perform said duties will be asked to resign his/her position on the board.
4. Members shall comply with the Dare County Board of Commissioners Policy on Attendance for Appointees to Boards and Commissions dated April 7, 2003 and recorded in the Register of Deeds Office as Book 38, pages 636-637.



5. Upon written application to the Board setting forth good and sufficient reason, a leave of absence may be granted a member excusing him/her from attending meetings for a specific length of time. A member on leave of absence shall be counted neither present or absent.
6. Any Board member who should move his/her residence from the area of Roanoke Island will forfeit his/her position on the Roanoke Island Community Center Executive Board.

#### **ARTICLE V – OFFICERS**

1. The officers of this Board shall be president, vice-president, secretary, and treasurer.
2. A majority of the Board shall constitute a quorum.
3. There must be at least three members of the Board present to constitute a quorum.

#### **ARTICLE VI – ELECTIONS**

1. The officers whose term of office expires at the end of one year shall be elected as follows:
  - a. At the regular meeting held in July of that year.
  - b. Members shall nominate the necessary officers provided in Article 5 of the by-laws.
  - c. At the July meeting, members will elect officers. The person receiving the majority of the votes cast shall be declared elected.
2. All elected officers shall be installed at the July meeting and shall hold office for a term of one (1) year.
3. No officer of this Board shall be eligible to receive any compensation for services rendered as a Board member.
4. No person who is not a resident of Roanoke Island, North Carolina, shall be eligible to hold a position on the Board.

#### **ARTICLE VII – DUTIES OF OFFICERS**

1. The president shall be the chief executive officer of the Board and shall preside at all meetings.
2. If for any reason the president is unable to perform his/her duties, the vice-president shall occupy that position and perform his/her duties, having the same authority.

3. If for some reason the office of the president shall become vacant, the vice-president shall succeed him/her in office. In the event of a vacancy in any office, with exception of the president, the Board shall elect a member to fill the unexpired term.
4. The secretary shall keep a record of transactions of each meeting, a correct list of members and all correspondence. He/she shall make the required reports and perform such other duties as ordinarily required of his office.
5. The treasurer shall collect all monies due to the Board and shall deposit it in a bank designated by the Board, and shall pay out monies only as directed by the Board. All monies shall be paid out by check, signed by the treasurer. The treasurer shall be in charge of scheduling building rentals.
6. The duties of Board members shall be as follows:
  - a. They shall be responsible for the execution of the authorized policies of the Board.
  - b. They shall hold special meetings when called by the President or upon written request signed by a majority of the Board.
  - c. They shall hold regular meetings at least once every two months.

#### **ARTICLE VIII – MEETINGS**

1. The Board will hold at least one meeting every month unless the Board decides on a different time frame. Special meetings may be called when considered necessary by the Board.
2. There must be at least three (3) members present for a quorum at any meeting of the Board.

#### **ARTICLE IX – ORDER OF BUSINESS**

1. Meeting call to order – President
2. Report of treasurer – Treasurer
3. Minutes from last meeting – Secretary
4. Old business – President
5. New business – Board Members
6. Adjournment

**ARTICLE X – RENTAL OF BUILDING**

1. Any person(s) over the age of 21 shall be permitted rental of the Roanoke Island Community Center without prejudice.
2. Any person(s) who wishes to rent the building will be required to sign a contract and comply with all rules and regulations
3. Rental fees shall be set by the Board members.

These amended bylaws shall be in full force and effect from and after the date of their approval by the Dare County Board of Commissioners.

Approved by the Dare County Board of Commissioners this 6<sup>th</sup> day of September, 2023.

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

Attest:

\_\_\_\_\_  
Clerk to the Board



*Avon Zoning Map Amendment*

**Description**

A zoning map amendment application has been filed by Joe Thompson of Land's End Development for their property located at 41027 NC 12 HWY in Avon, NC. The property is currently zone C-2 Commercial. The applicant is requesting to have their property rezoned C-3 Commercial

**Board Action Requested**

Review proposed map amendment and schedule public hearing on October 2, 2023 at 9 a.m.

**Item Presenter**

Noah H Gillam, Planning Director

August 22, 2023

MEMORANDUM

TO: Dare County Board of Commissioners

FROM: Noah Gillam, Planning Director

RE: Land's End Development Map Amendment C-2 to C-3 in Avon

A zoning map amendment application has been submitted by Joe Thompson of Land's End Development for his property located at 41027 NC 12 Hwy in Avon, NC. The property is currently zoned C-2 Commercial and functions as a theater and a pool facility for the applicants adjoining property. The applicant is seeking to have the property rezoned C-3 commercial. It is the applicant's goal if the map amendment is approved to recombine his adjoining property to the north that is zoned C-3 with this parcel so they can function in unity. If the map amendment is approved the applicant will have to submit a recombination plat, and have the special use permits for both properties amended so they operate in conjunction.

The surrounding properties around the subject parcel are zoned C-2 commercial and C-3 Commercial. The property to the north is owned by the applicant and is zoned C-3, and currently a travel trailer park, restaurant, mobile food truck court, and fishing pier operate on the parcel. The property to the south is zoned C-2 commercial and has a multi-family condominium complex on it. The properties to the west across NC Hwy 12 are zoned C-2 and have a mix of retail, offices, and restaurants located on them. The property to the east is boarder by the Cape Hatteras National Seashore and the Atlantic Ocean.

The C-3 zoning district is established to provide for the development of commercial facilities to furnish a broad range of services and commodities to serve the entire community. The C-3 permits such uses as, building supply and equipment sales, travel trailer parks/campgrounds, indoor recreation activities, and all uses permitted in the C-2 zoning district. Copies of both zoning districts ordinances are attached to this memo.

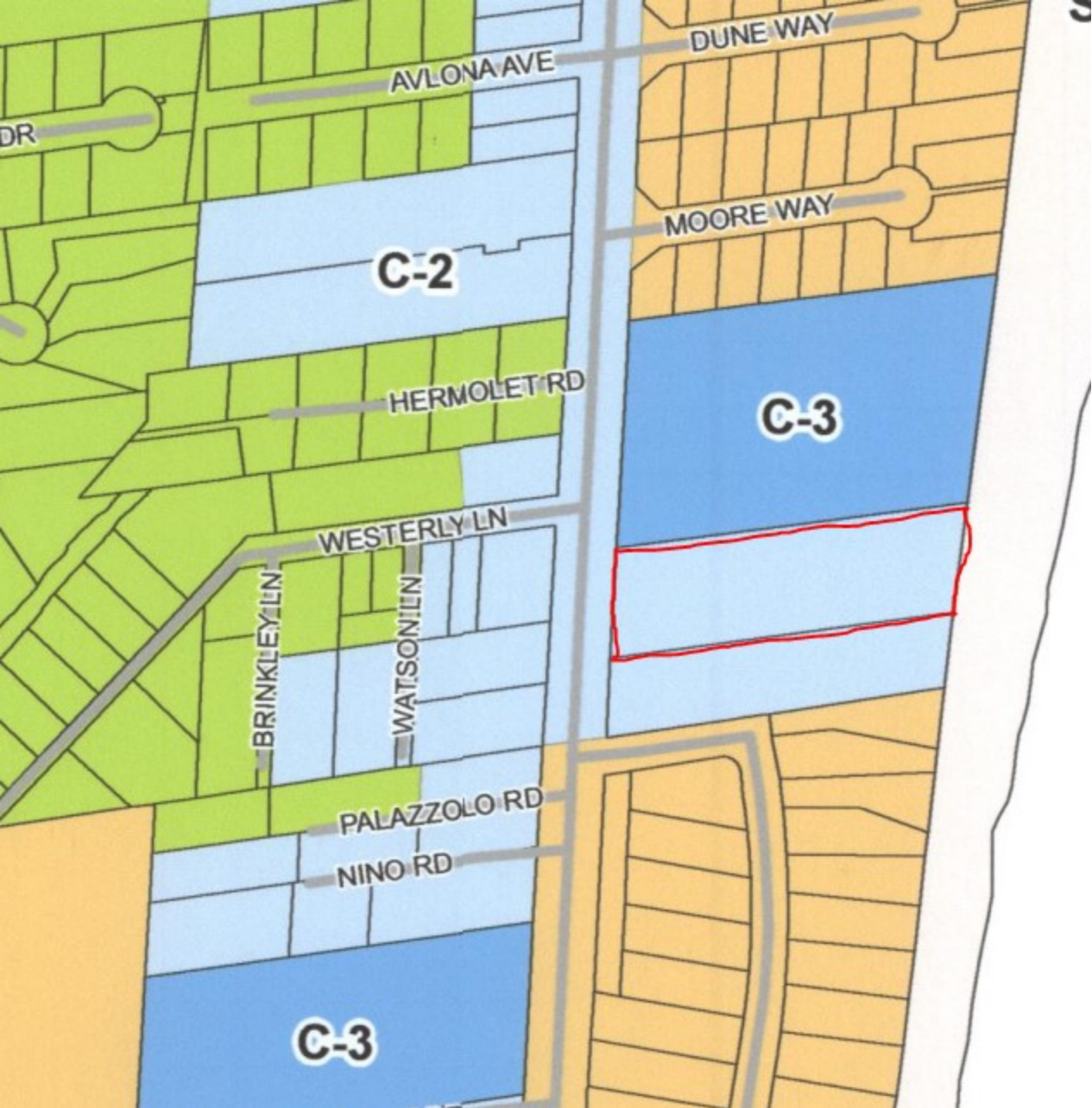
After review of the surrounding properties uses and zoning, a reclassification to C-3 commercial for the applicants parcel would not disrupt the flow of surrounding areas uses and zoning

districts. The property would be contiguous with properties currently zoned commercial. It is staff's recommendation that the reclassification to C-3 is appropriate.

The Dare County Planning Board reviewed the proposed map amendment at their August 1, 2023 meeting, and recommended approval. The Planning Board found the proposed map amendment is consistent with the policies of the 2009 Dare County Land Use Plan, specifically LUC #5 and LUC #6. Land Use Plan policies LUC #5 and LUC #6 are attached to this memo for the Boards review.

Before the Board can act on the proposed map amendment, a public hearing must be held. The first available date is October 3, 2023.

Draft Motion: "I move that a public hearing on the proposed map amendment from C-2 to C-3 for Land's End Development property located at 41027 NC 12 Hwy in Avon be held on October 2, 2023, at 9 a.m."



**SECTION 22-25 - C-2 GENERAL COMMERCIAL DISTRICT**

The following regulations shall apply to the C-2 general commercial district:

**(a) Intent.** The C-2 district is established to provide for the proper grouping and development of commercial facilities to serve permanent residents and the general public.

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

**(1)** Offices, including such uses as:

- a. Business.
- b. Financial.
- c. Governmental.
- d. Medical and professional.

**(2)** Primary retail stores, including such uses as:

- a. Books.
- b. Cameras.
- c. Candy.
- d. Clothing.
- e. Craft goods.
- f. Dry goods.
- g. Drugs.
- h. Flowers.
- i. Gifts.
- j. Hardware.
- k. Hobby goods.
- l. Jewelry.
- m. Leather goods.
- n. Magazines.
- o. Musical instruments.
- p. Notions.
- q. Sporting goods.
- r. Toys.
- s. Food stores.

**(3)** Secondary retail stores, including such uses as:

- a. Antiques.
- b. Household appliances.
- c. Boat display and sales.



- (4) Service establishments, including such uses as:
  - a. Barber and beauty shops.
  - b. Marinas.
  - c. Cafeterias.
  - d. Churches.
  - e. Dry cleaning and laundry pick-up stations, including laundromats.
  - f. Funeral homes.
  - g. Motels and hotels.
  - h. Parking lots.
  - i. Radio and television broadcasting studios.
  - j. Restaurants.
  - k. Shoe repair.
  - l. Theaters.
  - m. Family child-care homes as defined in section 22-2. (Adopted 11-5-90)
  - n. Residential child care centers as defined in section 22-2. (Adopted 11-5-90)
  - o. Commercial child-care centers as defined in section 22-2. (Adopted 11-5-90)
  - p. Food stands and mobile food units. (Adopted 3-19-2018)

(5) Single-family dwellings, multi-family dwellings and duplexes, according to the dimensional requirements of the R-3 residential district. (Amended 10-15-2018)

- (6) Public and private schools.
- (7) County owned or leased facilities.
- (8) Fire stations and other public buildings.

(Adopted 5-16-11)

- (9) Indoor recreation uses. (Adopted 12-20-16)
- (10) Accessory dwelling units. (Adopted 10-15-2018)
- (11) Workforce housing - administrative review for one WHU subject to provisions of Section 22-58.7.

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

- (1) Automobile service stations; provided, that no principal or accessory building shall be located within fifty feet of a residential use or district, that there shall be no storage of wrecked or abandoned cars and that no portion of a service station building, equipment or gas pumps shall be nearer than twenty-five feet to any right-of-way.
- (2) Public and private utility facilities.
- (3) Seafood market.
- (4) Workforce housing units - special use review if two or more WHU units subject to provisions of Section 22-58.7.

(5) Educational housing projects subject to the provisions of Section 22-58.8.

(6) Special use subdivisions subject to the provisions of Section 22-58.9.

(7) Storage warehouses.

**(d) Dimensional requirements.**

1. Minimum lot size: Commercial lots shall be of sufficient size to meet the requirements of the County Health Department, to provide adequate siting for structures and to provide parking, loading and maneuvering space for vehicles as required by Article VII of this chapter. In addition, a visual buffer is required where a commercial use or zone abuts a residential use or zone.

2. Minimum front yard: 15 feet.

3. Minimum side yard: 10 feet. No side yard required if commercial building constructed with a common wall. An additional 5-foot yard adjacent to the street is required for a corner lot.

4. Minimum rear yard: 20 feet.

5. Maximum allowable lot coverage by principal use and all accessory structures: 60%.

6. Height limitation: 35 feet.

7. No building or other facility, such as parking areas, incinerators, trash collection areas, etc., shall be located nearer than 50 feet to boundaries of RS-1 districts. The width of a road and its right-of-way along such boundary may be included as part of all of the 50 foot separation zone. (11-20-75) art. 7, 7.10, 2-6-78, 3.)

8. Maximum gross building size: 20,000 square feet excluding decks, porches, and similar non-heated space. Non-heated space including decks and porches shall not be used as retail space, for the display of goods, or other commercial activities.

Group developments with a maximum area of 20,000 square feet per individual building, excluding decks and porches. This gross building size limitation shall not apply to hotels and/or motels. (Adopted by the DCBC on May 6, 2002)

9. In the event a natural disaster or accidental occurrence leads to extensive damage (in excess of 50% value) of a structure or group development project in existence prior to May 6, 2002, such structure or group development may be repaired, replaced or reconstructed to 100% of its status prior to damage or destruction but no greater unless otherwise authorized by the Dare County Board of Commissioners. (Adopted 2-19-07)

10. Commercial group developments constructed prior to October 20, 1992 which are served by a centralized wastewater treatment system that could not be built under the terms of this chapter by restrictions on lot coverage, height, yards, location, and off-street parking shall be allowed to continue in operation and may be redeveloped subject to the following provisions:

a. No structure which is part of the commercial group development shall be enlarged, replaced, or externally altered in a manner that increases any non-conforming aspect of the structure and/or the overall commercial group development site. However, any such structure may be externally altered or replaced if such redevelopment activity results in a decrease of its nonconforming status. Structures that are replaced and redeveloped may be used for any permitted or special use authorized in sections 22-23 or 22-25 of this appendix. For the purposes of this section, externally altered shall not be interpreted to prevent painting of the exterior, replacement of exterior materials, or other cosmetic changes or maintenance of the structure or portions thereof. This shall not apply to interior alterations, remodeling, or other improvements made to internal portions of any structure located on the commercial group development site.

b. A decrease of 7% of the existing lot coverage shall be required for that portion of the commercial group development site or parcel on which the structure to be altered or replaced is located. If the commercial group development is located on more than one parcel, then the lot coverage decrease shall apply to that parcel only and not the overall group development site.

**c.** The off-street parking requirements of section 22-56 shall only be applied to that portion of the commercial group development site or parcel where the structure proposed for alternation or replacement is located. No other changes in the parking ratio for the remaining structures or portions of the commercial group development shall be required as a part of the redevelopment activities. Existing parking areas in the commercial group development may be connected to the parking areas or access easements in the redeveloped portions of the site.

**d.** Building heights for any redevelopment activities in any existing commercial group development shall be according to section 22-27.4 Height Overlay district for properties located on Hatteras Island.

**e.** Dwelling densities for multifamily structures located in the commercial group development shall be twenty (20) units per acre applied to the overall area of the parcel to be developed.

**f.** A subdivision of the land occupied by the commercial group development may be authorized by Dare County if such subdivision of land meets the required minimum lot size in effect at the time of the proposed subdivision of the commercial group development site. Redevelopment activities on any lot created by such subdivision of land shall be subject to the provisions of subsections a. - e. above. (Adopted 1-6-14; Amended 11-15-2021)

(Am. Ord. passed 2-19-2019; Am. Ord. passed 9-16-2019; Am. Ord. passed 6-21-2021; Am. Ord. passed 11-15-2021)

**SECTION 22-26 - C-3 COMMERCIAL DISTRICT**

The following regulations shall apply to the C-3 commercial district:

**(a) Intent.** The C-3 district is established to provide for the development of commercial facilities to furnish a broad range of services and commodities to serve the entire community.

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

**(1)** All permitted uses allowed within the C-2 general commercial district. Single-family dwellings, multi-family dwellings and duplexes according to the dimensional requirements of the R-3 residential district. The maximum dwelling density for multi-family structures shall not exceed ten units per acre. (Amended 10-15-2018)

**(2)** Automobile sales and service.

**(3)** Indoor recreation activities.

**(4)** Building supply and equipment sales.

**(5)** Plumbing supply and equipment sales.

**(6)** Cabinet and woodworking shops.

**(7)** Bus terminals.

**(8)** Building contractors offices and storage areas.

**(9)** Farm machinery supplies, sales and repairs.

**(10)** Mobile home or recreational vehicle display and sales.

**(11)** Boat display and sales.

**(12)** County owned or leased facilities.

**(13)** Boat engine repair and boat maintenance. (Adopted 5-2-2011)

**(14)** Workforce housing - administrative review for one WHU subject to provisions of Section 22-58.7.

**(15)** Commercial storage yards as defined in Section 22-2 provided the following conditions are met:

**a.** Storage areas shall be enclosed with fencing for security purposes. Such fencing shall be at least 6 feet in height but shall not exceed 10 feet in height. The security fencing shall be maintained as needed by the property owner.

**b.** A vegetative buffer in addition to the security fencing shall be installed and perpetually maintained where the storage yard abuts a residential zone or a residential use to the side or the rear of the site. The vegetative buffer shall be of a sufficient size and height to effectively buffer the site from the abutting residential zone or residential use. A plan detailing the type, size, and species of vegetation proposed for use as a buffer shall be provided to the Zoning Administrator for review and approval. Existing on-site vegetation may be used if deemed to be sufficient by the Zoning Administrator.

**c.** There shall be no storage of inoperable or junked vehicles and equipment; unoccupied mobile (manufactured) homes; unattached flatbed trailers or container-type trailers designed for connection to tractor-trailer trucks; or large pieces of equipment used in dredging operations, road construction, and other industrial uses. Any vehicle or trailer stored on the site shall have a valid license plate and/or valid owner registration.

**d.** No recreational vehicles, travel trailers, or campers stored on the site shall be occupied or used for habitation while stored at the site.

**e.** All vehicles and equipment stored on the site shall be locked, enclosed or otherwise fashioned to such an extent that it is impossible for a child to obtain access or be entrapped in such vehicle or equipment.

f. There shall be no bulk storage of fuel, paint, or other combustible or hazardous materials at the site. (Adopted 10-21- 2019)

(16) Travel trailer parks and campgrounds. (Adopted 10-19-2020)

(17) Package distribution and delivery services. (Adopted 9-20-2021)

(c) **Special Uses.** The following special uses shall be permitted, subject to the requirements of this district and additional regulations and requirements imposed by the Board of Commissioners as provided in Article IX of this chapter or Chapter 152 of this code:

(1) Automobile service stations; provided that no principal or accessory building shall be located within fifty feet of a residential use or district, that there shall be not storage of wrecked or abandoned cars and that no portion of a service station building, equipment or gas pumps shall be nearer than twenty-five feet to any right-of-way.

(2) Public and private utility facilities.

(3) Seafood market.

(4) Outdoor recreation activities. Outdoor recreation activities, including amusement parks, rides and other similar activities, may be permitted subject to other requirements of this chapter and provided the following conditions are met:

a. The site shall not be located closer than 500 feet to any land suitable for development and zoned residential.

b. Paved parking shall be provided at the rate of one parking space per 200 square feet of principal use ground area plus one for each two employees.

c. Holding lanes shall be provided on the site for automobiles entering and leaving the site to minimize traffic congestion on public roads.

d. Lighting shall be arranged and shielded so that light and glare is directed away from surrounding property.

e. Loudspeakers or sound amplification devices which are audible over 100 hundred feet from the site shall not be permitted.

The entire site shall be buffered by dense vegetative planting or natural vegetation not less than eight feet in height and ten feet in width. Suitable plant types for a site not containing natural vegetation shall be those recommended for the coastal area by the U.S. Department of Agriculture, such as Japanese Pine, Bayberry, Wax Myrtle or other types, which will reach a matured growth of eight to ten feet within three years.

(5) Biodiesel fuel production, subject to the following conditions and additional regulations and requirements imposed by the Dare County Board of Commissioners as provided in Article IX of this chapter or Chapter 152 of this code:

a. A structure, of suitable size to house all production equipment shall be approved by the Dare County Health Department, Building Inspector and Fire Marshal;

b. All production facilities including structures, storage tanks, equipment and other appurtenances shall conform with setbacks established for primary use structures;

c. Verification from the U.S. Environmental Protection Agency, and all other applicable agencies, shall be submitted to indicate that all environmental requirements have been met;

d. The facility shall be registered with the North Carolina Department of Revenue;

e. The developer shall verify that production waste will be disposed of with a suitable disposal service or facility;

f. Reactor size shall not exceed a 700 gallon capacity. Assurance of reactor size shall be provided by the manufacturer and/or registered engineer;

g. Fuel production shall not exceed 500 gallons per week;

h. A 5 foot wide vegetative buffer is required along those property boundaries adjacent to a residential use or district; and

i. A 15 foot wide, improved access shall be provided to the site. (Adopted 12-1-2008)

**(6) Vehicle storage impoundment facility provided the following conditions are met:**

a. Vehicles shall only be stored on a short-term basis which is defined as 60 consecutive days for the purpose of this regulation.

b. A vehicle storage impoundment facility shall be located on a site no greater than 40,000 square feet in area.

c. Storage areas shall be enclosed with fencing for security purposes. Such fencing shall be 8 feet in height. If chain link fencing is approved for use by Dare County, then such fencing shall include slatting within the fence openings in the same color as the fence material. The security fencing shall be maintained as needed by the property owner. Solid fencing may be required by Dare County as determined during conditional use review of the site based on the existing land uses adjacent to the proposed vehicle storage impoundment facility.

d. A vegetative buffer in addition to the security fencing shall be installed and perpetually maintained where the storage yard abuts a residential zone or a residential use to the side or rear of the site. The vegetative buffer shall be of a sufficient size and height to effectively buffer the site from the abutting residential zone or residential use. Existing vegetation may be used if of sufficient size to effectively buffer the site. If existing vegetation cannot be used, then a plan detailing the type, size and species of vegetation proposed for use as a buffer shall be provided to the Zoning Administrator for review and approval. The vegetative buffer shall be maintained as needed by the property owner. Solid fencing of wood or other solid materials may be required by Dare County.

e. All vehicle storage areas and buffers shall be located a minimum distance of 100 feet from the front property line of any property that abuts US Highway 64 on Roanoke Island or abuts NC 12 Highway on Hatteras Island shall be established. All other sites that do not abut these highways shall be subject to the front yard setback of 15 feet as established for the C-3 district.

f. All vehicles stored on the site shall be locked, enclosed or otherwise secured to such an extent that it is impossible for a child to obtain access or be entrapped in a vehicle.

g. The location of all proposed light fixtures shall be depicted on a site plan. Lighting fixtures shall be located on the site and designed, shielded, or oriented in such a manner as to minimize light spill across property lines. No light fixture shall exceed 18 feet in height and the maximum allowable footcandle from any light fixture shall not exceed a maximum of 8 footcandles. Documentation certifying the footcandle rating of any proposed light fixtures shall be submitted with the site plan. It shall be the responsibility of the property owner to ensure that all light fixtures are maintained to ensure compliance with the footcandle rating. (Adopted 1- 22-2013)

**(7) Workforce housing units - special use review if two or more WHU units subject to provisions of Section 22-58.7.**

**(8) Educational housing projects subject to the provisions of Section 22-58.8.**

**(9) Special use subdivisions subject to the provisions of Section 22-58.9.**

**(d) Dimensional requirements:**

**(1) Minimum lot size:** Commercial lots shall be of sufficient size to meet requirements of the County Health Department, to provide adequate siting for structures and to provide parking, loading and maneuvering space for vehicles as required by Article VII of this chapter. In addition, a visual buffer is required where a commercial use or zone abuts a residential use or zone.

**(2)** Minimum front yard: 15-feet.

**(3)** Minimum side yard: 10-feet; no side yards required if commercial building constructed with a common wall. An additional 5-foot yard adjacent to the street is required for a corner lot.

**(4)** Minimum rear yard: 20-feet.

**(5)** Maximum allowable lot coverage by principal use and all accessory structures: 60%.

**(6)** Height limitation: 35 feet. (11-20-75, art. 7, 7.11, 2-6-78, 2, 3, 6.)

**(7)** Maximum gross building size: 20,000 square feet excluding decks, porches and similar non-heated space. Non-heated space including decks and porches shall not be used as retail space for the display of goods, or other commercial activities.

Group developments with a maximum area of 20,000 square feet per individual building, excluding decks and porches.

This gross building size limitation shall not apply to hotels and/or motels. (Adopted by the Dare County Board of Commissioners on May 6, 2002)

**(8)** In the event a natural disaster or accidental occurrence leads to extensive damage (in excess of 50% value) of a structure or group development project in existence prior to May 6, 2002, such structure or group development may be repaired, replaced or reconstructed to 100% of its status prior to damage or destruction but no greater unless otherwise authorized by the Dare County Board of Commissioners. (Adopted 2-19-07)

(Am. Ord. passed 9-16-2019; Am. Ord. passed 6-21-2021; Am. Ord. passed 9-20-2021)

would provide an additional layer of protection for the unincorporated areas from franchise businesses that often employ unoriginal, generic, or replicated corporate building designs that are inconsistent with the traditional architecture of the Outer Banks. In addition to the incompatibility of these franchise restaurants with existing coastal village atmosphere, there are secondary impacts such as trash, lines of waiting vehicles, and a decrease in the appeal of the neighborhood that accompany these commercial developments.

The first section of the LUP noted that the needs of the permanent population and the seasonal population vary in terms of what commercial services and goods are desired. Many of the commercial businesses in Dare County are solely focused on the provision of souvenirs and tourist-related goods to the visiting population. The proliferation of these tourist-oriented businesses was identified by a vast majority of the respondents to the Citizen Involvement Poll as an important issue of concern. This concern was also voiced at all of the public input workshops held at the beginning of the update process in 2007. Other jurisdictions have adopted building design standards to address concerns about the aesthetics of these tourist-oriented retail operations. Building design standards do not address the profusion of such retail establishments. The legality of targeting one segment of the retail market and how to do so was identified as an implementation strategy by the Planning Board. Although it may prove extremely difficult to craft an ordinance aimed at tourist-related businesses, there was a strong consensus among the Planning Board that such efforts were worthy of study and research.

*Policy LUC #5*

Dare County encourages the continued existence and development of locally-owned businesses in unincorporated Dare County.

*Implementation Strategy:*

1. Inventory of older existing commercial businesses and consideration of zoning amendments to ensure their replacement or repair in the event of damage from a natural disaster. (2011)

*Policy LUC #6*

Commercial development should be designed to meet the needs of Dare County's unincorporated villages and not to serve as regional commercial centers. The gross floor area limitations of the Dare County Zoning Ordinance and other applicable land use codes shall be used as a tool to manage the footprint of commercial structures. The goal is to manage the size of the commercial structures, which serves as a disincentive for regional commercial centers for location in villages.





*C-3 Zoning Text Amendment*

**Description**

A zoning text amendment application has been submitted by Joseph Faulk and Jeffrey and Nareina Keznor to add "Brewery" as defined in Section 22-2 to the list of permitted uses in the C-2 General Commercial Zoning District.

**Board Action Requested**

Review proposed text amendment and schedule public hearing on October 2, 2023 at 9 a.m.

**Item Presenter**

Savannah Newbern, Planner

## MEMORANDUM

TO: DARE COUNTY BOARD OF COMMISSIONERS

FROM: Savannah Newbern, Planner

RE: C-2 Text Amendment to add Breweries

DATE: September 6<sup>th</sup>, 2023

Joseph Falk and Jeffrey and Nereina Keznor have submitted a zoning amendment request to amend the C-2 General Commercial zoning district. Mr. Falk and Mr. and Mrs. Keznor seek the addition of Breweries to the list of uses allowed in areas zoned C-2. The C-2 district applies to portions of Avon and Buxton, and is intended to provide for the development of commercial facilities to serve permanent residents and the general public. Any text amendment to the C-2 district would also apply to all lands zoned C-3 in Avon, Buxton, and on Roanoke Island.

The C-2 district offers a range of commercial uses; I have included a copy of the C-2 regulations for the Board's review. The Dare County Zoning Ordinance already defines Brewery as follows: A facility licensed by the State of North Carolina to produce, manufacture and distribute malt beverages. The total amount of malt beverages produced at a brewery shall not exceed 10,000 barrels annually. The current permitted uses in C-2 allow for such uses as retail stores, service establishments, and indoor recreation uses.

The 2009 Dare County Land Use Plan includes two policies under Commercial Development heading that are pertinent to this proposed text amendment. A copy of this information is attached with the staff memorandum. LUC #5 encourages the continued existence of locally- owned businesses in unincorporated Dare County. LUC#6 addresses the scope of commercial development and the use of gross floor area limitations to manage the size of commercial development. This proposed text amendment does not seem incompatible with policies listed.

The Dare County Planning Board reviewed the text amendment at their August 1, 2023 meeting. The Planning Board found that the proposed text amendment is consistent with the 2009 Dare County Land Use Plan. The recommend proposed text amendment is attached to this memo for the Boards review. Before the Board can act on the proposed text amendment, a public hearing must be held.

Draft Motion- *"I move that a public hearing on the proposed text amendment to add breweries as a permitted use in the C-2 zoning district be held at 9:00am on October 2, 2023."*

The following language is recommended:

*Permitted Uses:*

*Breweries as defined in Section 22-2 provided the following conditions are met:*

- a. No portion of the building or processing area shall be located closer than 75 feet to an existing residential structure. There shall be no outdoor storage of raw materials used in the manufacture of malt beverages.*
- b. Minimum parking requirement. On-site parking for delivery trucks and employees shall be provided at a ratio of one 10 feet by 20 feet parking space per 1,000 square feet of heated gross floor area dedicated to production and one 10 feet by 20 feet parking space per 200 square feet of heated gross floor area dedicated to production.*

**COUNTY OF DARE  
ZONING AMENDMENT APPLICATION  
OR AMENDMENT TO DEVELOPMENT REGULATION**

Any zoning map, zoning text amendment, or amendment to other development regulation is subject to legislative review and approval by the Dare County Board of Commissioners according to the procedures of Section 22-81 of the Dare County Zoning Ordinance. Applications for amendments shall be made in writing to the Dare County Planning Director and shall be signed by all property owners or their duly authorized agents.

**Property Owner (s)** Falk Joseph Faulk(owner of bldg)/Jeffrey Keznor(New Biz Owner)

**Address:** 40530 NC 12

**Telephone:** 252-361-0740      **Email:** hattiebuilt@yahoo.com

**Property Description:**

			<u>Avon</u>
Lot	Phase/Section	Block	Subdivision
Parcel: _____		PIN: _____	

**Text Amendment**     **Map Amendment**

**Present Zoning Classification:**    Section 22-25 C2     

**Requested Zoning Classification :** Section 22-25 C-2     

**Explanation of Request:** Request for Brewery added to the existing list of uses.

Amendment applications shall not be processed by the Planning Director until such time that all review fees have been paid and all necessary documents have been submitted. Once the application is determined to be complete, the Planning Director shall schedule review of the application as established in the Zoning Ordinance Sections 22-82 to 22-86. Amendments are legislative decisions and involve review by the Planning Board and Board of Commissioners. The notice procedures of Section 22-72 of the Zoning Ordinance shall be implemented by the Planning Director. Citizen comments shall be processed according to Section 22-82 and Section 22-85 of the Zoning Ordinance.

**Applicant:** Jeffrey C. Keznor      **Date:** 6/12/2023

## SECTION 22-25 - C-2 GENERAL COMMERCIAL DISTRICT

The following regulations shall apply to the C-2 general commercial district:

**(a) Intent.** The C-2 district is established to provide for the proper grouping and development of commercial facilities to serve permanent residents and the general public.

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

- (1) Offices, including such uses as:**
  - a. Business.
  - b. Financial.
  - c. Governmental.
  - d. Medical and professional.
- (2) Primary retail stores, including such uses as:**
  - a. Books.
  - b. Cameras.
  - c. Candy.
  - d. Clothing.
  - e. Craft goods.
  - f. Dry goods.
  - g. Drugs.
  - h. Flowers.
  - i. Gifts.
  - j. Hardware.
  - k. Hobby goods.
  - l. Jewelry.
  - m. Leather goods.
  - n. Magazines.
  - o. Musical instruments.
  - p. Notions.
  - q. Sporting goods.
  - r. Toys.
  - s. Food stores.
- (3) Secondary retail stores, including such uses as:**
  - a. Antiques.

**b.** Household appliances.

**c.** Boat display and sales.

**(4)** Service establishments, including such uses as:

**a.** Barber and beauty shops.

**b.** Marinas.

**c.** Cafeterias.

**d.** Churches.

**e.** Dry cleaning and laundry pick-up stations, including laundromats.

**f.** Funeral homes.

**g.** Motels and hotels.

**h.** Parking lots.

**i.** Radio and television broadcasting studios.

**j.** Restaurants.

**k.** Shoe repair.

**l.** Theaters.

**m.** Family child-care homes as defined in section 22-2. (Adopted 11-5-90)

**n.** Residential child care centers as defined in section 22-2. (Adopted 11-5-90)

**o.** Commercial child-care centers as defined in section 22-2. (Adopted 11-5-90)

**p.** Food stands and mobile food units. (Adopted 3-19-2018)

**(5)** Single-family dwellings, multi-family dwellings and duplexes, according to the dimensional requirements of the R-3 residential district. (Amended 10-15-2018)

**(6)** Public and private schools.

**(7)** County owned or leased facilities.

**(8)** Fire stations and other public buildings.

(Adopted 5-16-11)

**(9)** Indoor recreation uses. (Adopted 12-20-16)

**(10)** Accessory dwelling units. (Adopted 10-15-2018)

**(11)** Workforce housing - administrative review for one WHU subject to provisions of Section 22-58.7.

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

**(1)** Automobile service stations; provided, that no principal or accessory building shall be located within fifty feet of a residential use or district, that there shall be no storage of wrecked or abandoned

cars and that no portion of a service station building, equipment or gas pumps shall be nearer than twenty-five feet to any right-of-way.

(2) Public and private utility facilities.

(3) Seafood market.

(4) Workforce housing units - special use review if two or more WHU units subject to provisions of Section 22-58.7.

(5) Educational housing projects subject to the provisions of Section 22-58.8.

(6) Special use subdivisions subject to the provisions of Section 22-58.9.

(7) Storage warehouses.

**(d) Dimensional requirements.**

1. Minimum lot size: Commercial lots shall be of sufficient size to meet the requirements of the County Health Department, to provide adequate siting for structures and to provide parking, loading and maneuvering space for vehicles as required by Article VII of this chapter. In addition, a visual buffer is required where a commercial use or zone abuts a residential use or zone.

2. Minimum front yard: 15 feet.

3. Minimum side yard: 10 feet. No side yard required if commercial building constructed with a common wall. An additional 5-foot yard adjacent to the street is required for a corner lot.

4. Minimum rear yard: 20 feet.

5. Maximum allowable lot coverage by principal use and all accessory structures: 60%.

6. Height limitation: 35 feet.

7. No building or other facility, such as parking areas, incinerators, trash collection areas, etc., shall be located nearer than 50 feet to boundaries of RS-1 districts. The width of a road and its right-of-way along such boundary may be included as part of all of the 50 foot separation zone. (11-20-75 art. 7, 7.10, 2-6-78, 3.)

8. Maximum gross building size: 20,000 square feet excluding decks, porches, and similar non-heated space. Non-heated space including decks and porches shall not be used as retail space, for the display of goods, or other commercial activities.

Group developments with a maximum area of 20,000 square feet per individual building, excluding decks and porches. This gross building size limitation shall not apply to hotels and/or motels. (Adopted by the DCBC on May 6, 2002)

9. In the event a natural disaster or accidental occurrence leads to extensive damage (in excess of 50% value) of a structure or group development project in existence prior to May 6, 2002, such structure or group development may be repaired, replaced or reconstructed to 100% of its status prior to damage or destruction but no greater unless otherwise authorized by the Dare County Board of Commissioners. (Adopted 2-19-07)

10. Commercial group developments constructed prior to October 20, 1992 which are served by a centralized wastewater treatment system that could not be built under the terms of this chapter by restrictions on lot coverage, height, yards, location, and off-street parking shall be allowed to continue in operation and may be redeveloped subject to the following provisions:

a. No structure which is part of the commercial group development shall be enlarged, replaced, or externally altered in a manner that increases any non-conforming aspect of the structure and/or the

overall commercial group development site. However, any such structure may be externally altered or replaced if such redevelopment activity results in a decrease of its nonconforming status. Structures that are replaced and redeveloped may be used for any permitted or special use authorized in sections 22-23 or 22-25 of this appendix. For the purposes of this section, externally altered shall not be interpreted to prevent painting of the exterior, replacement of exterior materials, or other cosmetic changes or maintenance of the structure or portions thereof. This shall not apply to interior alterations, remodeling, or other improvements made to internal portions of any structure located on the commercial group development site.

**b.** A decrease of 7% of the existing lot coverage shall be required for that portion of the commercial group development site or parcel on which the structure to be altered or replaced is located. If the commercial group development is located on more than one parcel, then the lot coverage decrease shall apply to that parcel only and not the overall group development site.

**c.** The off-street parking requirements of section 22-56 shall only be applied to that portion of the commercial group development site or parcel where the structure proposed for alternation or replacement is located. No other changes in the parking ratio for the remaining structures or portions of the commercial group development shall be required as a part of the redevelopment activities. Existing parking areas in the commercial group development may be connected to the parking areas or access easements in the redeveloped portions of the site.

**d.** Building heights for any redevelopment activities in any existing commercial group development shall be according to section 22-27.4 Height Overlay district for properties located on Hatteras Island.

**e.** Dwelling densities for multifamily structures located in the commercial group development shall be twenty (20) units per acre applied to the overall area of the parcel to be developed.

**f.** A subdivision of the land occupied by the commercial group development may be authorized by Dare County if such subdivision of land meets the required minimum lot size in effect at the time of the proposed subdivision of the commercial group development site. Redevelopment activities on any lot created by such subdivision of land shall be subject to the provisions of subsections a. - e. above. (Adopted 1-6-14; Amended 11-15-2021)

(Am. Ord. passed 2-19-2019; Am. Ord. passed 9-16-2019; Am. Ord. passed 6-21-2021; Am. Ord. passed 11-15-2021)



## SECTION 22-26 - C-3 COMMERCIAL DISTRICT

The following regulations shall apply to the C-3 commercial district:

**(a) Intent.** The C-3 district is established to provide for the development of commercial facilities to furnish a broad range of services and commodities to serve the entire community.

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

**(1)** All permitted uses allowed within the C-2 general commercial district. Single- family dwellings, multi-family dwellings and duplexes according to the dimensional requirements of the R-3 residential district. The maximum dwelling density for multi-family structures shall not exceed ten units per acre. (Amended 10-15-2018)

**(2)** Automobile sales and service.

**(3)** Indoor recreation activities.

**(4)** Building supply and equipment sales.

**(5)** Plumbing supply and equipment sales.

**(6)** Cabinet and woodworking shops.

**(7)** Bus terminals.

**(8)** Building contractors offices and storage areas.

**(9)** Farm machinery supplies, sales and repairs.

**(10)** Mobile home or recreational vehicle display and sales.

**(11)** Boat display and sales.

**(12)** County owned or leased facilities.

**(13)** Boat engine repair and boat maintenance. (Adopted 5-2-2011)

**(14)** Workforce housing - administrative review for one WHU subject to provisions of Section 22-58.7.

**(15)** Commercial storage yards as defined in Section 22-2 provided the following conditions are met:

**a.** Storage areas shall be enclosed with fencing for security purposes. Such fencing shall be at least 6 feet in height but shall not exceed 10 feet in height. The security fencing shall be maintained as needed by the property owner.

**b.** A vegetative buffer in addition to the security fencing shall be installed and perpetually maintained where the storage yard abuts a residential zone or a residential use to the side or the rear of the site. The vegetative buffer shall be of a sufficient size and height to effectively buffer the site from the abutting residential zone or residential use. A plan detailing the type, size, and species of vegetation proposed for use as a buffer shall be provided to the Zoning Administrator for review and approval. Existing on-site vegetation may be used if deemed to be sufficient by the Zoning Administrator.

**c.** There shall be no storage of inoperable or junked vehicles and equipment; unoccupied mobile (manufactured) homes; unattached flatbed trailers or container-type trailers designed for connection to tractor-trailer trucks; or large pieces of equipment used in dredging operations, road

construction, and other industrial uses. Any vehicle or trailer stored on the site shall have a valid license plate and/or valid owner registration.

**d.** No recreational vehicles, travel trailers, or campers stored on the site shall be occupied or used for habitation while stored at the site.

**e.** All vehicles and equipment stored on the site shall be locked, enclosed or otherwise fashioned to such an extent that it is impossible for a child to obtain access or be entrapped in such vehicle or equipment.

**f.** There shall be no bulk storage of fuel, paint, or other combustible or hazardous materials at the site. (Adopted 10-21- 2019)

**(16)** Travel trailer parks and campgrounds. (Adopted 10-19-2020)

**(17)** Package distribution and delivery services. (Adopted 9-20-2021)

**(c) Special Uses.** The following special uses shall be permitted, subject to the requirements of this district and additional regulations and requirements imposed by the Board of Commissioners as provided in Article IX of this chapter or Chapter 152 of this code:

**(1)** Automobile service stations; provided that no principal or accessory building shall be located within fifty feet of a residential use or district, that there shall be not storage of wrecked or abandoned cars and that no portion of a service station building, equipment or gas pumps shall be nearer than twenty-five feet to any right-of-way.

**(2)** Public and private utility facilities.

**(3)** Seafood market.

**(4)** Outdoor recreation activities. Outdoor recreation activities, including amusement parks, rides and other similar activities, may be permitted subject to other requirements of this chapter and provided the following conditions are met:

**a.** The site shall not be located closer than 500 feet to any land suitable for development and zoned residential.

**b.** Paved parking shall be provided at the rate of one parking space per 200 square feet of principal use ground area plus one for each two employees.

**c.** Holding lanes shall be provided on the site for automobiles entering and leaving the site to minimize traffic congestion on public roads.

**d.** Lighting shall be arranged and shielded so that light and glare is directed away from surrounding property.

**e.** Loudspeakers or sound amplification devices which are audible over 100 hundred feet from the site shall not be permitted.

The entire site shall be buffered by dense vegetative planting or natural vegetation not less than eight feet in height and ten feet in width. Suitable plant types for a site not containing natural vegetation shall be those recommended for the coastal area by the U.S. Department of Agriculture, such as Japanese Pine, Bayberry, Wax Myrtle or other types, which will reach a matured growth of eight to ten feet within three years.

**(5)** Biodiesel fuel production, subject to the following conditions and additional regulations and requirements imposed by the Dare County Board of Commissioners as provided in Article IX of this chapter or Chapter 152 of this code:

**a.** A structure, of suitable size to house all production equipment shall be approved by the Dare County Health Department, Building Inspector and Fire Marshal;

**b.** All production facilities including structures, storage tanks, equipment and other appurtenances shall conform with setbacks established for primary use structures;

**c.** Verification from the U.S. Environmental Protection Agency, and all other applicable agencies, shall be submitted to indicate that all environmental requirements have been met;

**d.** The facility shall be registered with the North Carolina Department of Revenue;

**e.** The developer shall verify that production waste will be disposed of with a suitable disposal service or facility;

**f.** Reactor size shall not exceed a 700 gallon capacity. Assurance of reactor size shall be provided by the manufacturer and/or registered engineer;

**g.** Fuel production shall not exceed 500 gallons per week;

**h.** A 5 foot wide vegetative buffer is required along those property boundaries adjacent to a residential use or district; and

**i.** A 15 foot wide, improved access shall be provided to the site. (Adopted 12-1-2008)

**(6)** Vehicle storage impoundment facility provided the following conditions are met:

**a.** Vehicles shall only be stored on a short-term basis which is defined as 60 consecutive days for the purpose of this regulation.

**b.** A vehicle storage impoundment facility shall be located on a site no greater than 40,000 square feet in area.

**c.** Storage areas shall be enclosed with fencing for security purposes. Such fencing shall be 8 feet in height. If chain link fencing is approved for use by Dare County, then such fencing shall include slatting within the fence openings in the same color as the fence material. The security fencing shall be maintained as needed by the property owner. Solid fencing may be required by Dare County as determined during conditional use review of the site based on the existing land uses adjacent to the proposed vehicle storage impoundment facility.

**d.** A vegetative buffer in addition to the security fencing shall be installed and perpetually maintained where the storage yard abuts a residential zone or a residential use to the side or rear of the site. The vegetative buffer shall be of a sufficient size and height to effectively buffer the site from the abutting residential zone or residential use. Existing vegetation may be used if of sufficient size to effectively buffer the site. If existing vegetation cannot be used, then a plan detailing the type, size and species of vegetation proposed for use as a buffer shall be provided to the Zoning Administrator for review and approval. The vegetative buffer shall be maintained as needed by the property owner. Solid fencing of wood or other solid materials may be required by Dare County.

**e.** All vehicle storage areas and buffers shall be located a minimum distance of 100 feet from the front property line of any property that abuts US Highway 64 on Roanoke Island or abuts NC 12 Highway on Hatteras Island shall be established. All other sites that do not abut these highways shall be subject to the front yard setback of 15 feet as established for the C-3 district.

**f.** All vehicles stored on the site shall be locked, enclosed or otherwise secured to such an extent that it is impossible for a child to obtain access or be entrapped in a vehicle.

**g.** The location of all proposed light fixtures shall be depicted on a site plan. Lighting fixtures shall be located on the site and designed, shielded, or oriented in such a manner as to minimize light spill across property lines. No light fixture shall exceed 18 feet in height and the maximum allowable

footcandle from any light fixture shall not exceed a maximum of 8 footcandles. Documentation certifying the footcandle rating of any proposed light fixtures shall be submitted with the site plan. It shall be the responsibility of the property owner to ensure that all light fixtures are maintained to ensure compliance with the footcandle rating. (Adopted 1- 22-2013)

(7) Workforce housing units - special use review if two or more WHU units subject to provisions of Section 22-58.7.

(8) Educational housing projects subject to the provisions of Section 22-58.8.

(9) Special use subdivisions subject to the provisions of Section 22-58.9.

**(d) Dimensional requirements:**

(1) Minimum lot size: Commercial lots shall be of sufficient size to meet requirements of the County Health Department, to provide adequate siting for structures and to provide parking, loading and maneuvering space for vehicles as required by Article VII of this chapter. In addition, a visual buffer is required where a commercial use or zone abuts a residential use or zone.

(2) Minimum front yard: 15-feet.

(3) Minimum side yard: 10-feet; no side yards required if commercial building constructed with a common wall. An additional 5-foot yard adjacent to the street is required for a corner lot.

(4) Minimum rear yard: 20-feet.

(5) Maximum allowable lot coverage by principal use and all accessory structures: 60%.

(6) Height limitation: 35 feet. (11-20-75, art. 7, 7.11, 2-6-78, 2, 3, 6.)

(7) Maximum gross building size: 20,000 square feet excluding decks, porches and similar non-heated space. Non-heated space including decks and porches shall not be used as retail space for the display of goods, or other commercial activities.

Group developments with a maximum area of 20,000 square feet per individual building, excluding decks and porches.

This gross building size limitation shall not apply to hotels and/or motels. (Adopted by the Dare County Board of Commissioners on May 6, 2002)

(8) In the event a natural disaster or accidental occurrence leads to extensive damage (in excess of 50% value) of a structure or group development project in existence prior to May 6, 2002, such structure or group development may be repaired, replaced or reconstructed to 100% of its status prior to damage or destruction but no greater unless otherwise authorized by the Dare County Board of Commissioners. (Adopted 2-19-07)

(Am. Ord. passed 9-16-2019; Am. Ord. passed 6-21-2021; Am. Ord. passed 9-20-2021)



*Annual Tax Settlement and Charges to the Tax Collector*

**Description**

The Tax Collector reports to the Governing Board the Settlement for the 2022 taxes, both paid and unpaid. The Tax Collector also reports on the collection processing for the 2022 tax year.

**Board Action Requested**

Charge the Tax Collector to collect the 2023 taxes.

**Item Presenter**

Becky Huff, Tax Collector

## SETTLEMENT FOR 2022 TAX YEAR

To: Dare County Board of Commissioners  
 From: Becky Huff, Tax Collector  
 Date: September 6, 2023

July 1, 2022 - June 30, 2023					
Dare County 2022 Tax Bills	Levy	Collected	Uncollected	%Coll	
County (C99,ADV,FTL'S)	\$ 66,599,352.55	\$ 66,378,132.84	\$ 221,219.71	99.67%	
Motor Vehicles	\$ -	\$ -	\$ -	0.00%	
Towns	Levy	Collected	Uncollected	%Coll	
<b>Kill Devil Hills</b>	\$ 9,412,911.21	\$ 9,387,785.23	\$ 25,125.98	99.73%	
Beach Nourishment	\$ 504,671.02	\$ 504,669.26	\$ 1.76	100.00%	
<b>Kitty Hawk</b>	\$ 4,364,521.29	\$ 4,354,281.61	\$ 10,239.68	99.77%	
Beach Nourishment	\$ 539,938.95	\$ 538,821.71	\$ 1,117.24	99.79%	
<b>Manteo</b>	\$ 2,273,959.41	\$ 2,262,291.30	\$ 11,668.11	99.49%	
<b>Southern Shores</b>	\$ 3,812,659.63	\$ 3,810,242.21	\$ 2,417.42	99.94%	
Beach Nourishment	\$ 50,222.26	\$ 50,209.59	\$ 12.67	99.97%	
<b>Duck</b>	\$ 4,104,756.75	\$ 4,103,248.50	\$ 1,508.25	99.96%	
Beach Nourishment	\$ 1,009,097.10	\$ 1,008,653.15	\$ 443.95	99.96%	

The total county real estate and personal property **levy** for **2022** was **\$ 66,599,352.55**. This total includes all real estate, mobile homes, boats, rental personal property, and business personal property. It also includes properties in bankruptcy, properties with unknown owners, and properties in conflict regarding ownership.

The total **collected** by June 30, 2023 was **\$ 66,378,132.84** for a collection rate of **99.67%** on real estate and personal property taxes. All unpaid real estate and personal property taxes for the years 2013 through 2022 that are eligible are being processed for upload to the NC Debt Setoff program.

The total county **motor vehicle levy** was **\$ 0.00**. NC Motor Vehicle taxes are now being levied along with registration fees through the Tax & Tag Program of the NC Dept of Revenue. All 2012 Motor Vehicle delinquent taxes have been uploaded to Debt Setoff for Collection.

It is required each year that the Board, by motion, charge the Tax Collector to begin tax collections on current taxes based on the budgeted valuation of **\$ 16,710,404,439** and the gross county and municipal levies of **\$ 105,328,419.40**. This order will cover the **2023** taxes for Dare County and the towns of Kill Devil Hills, Kitty Hawk, Manteo, Southern Shores, and Duck.

**SETTLEMENT OF CURRENT AND PRIOR YEAR TAXES 2013 - 2022**

Includes Real Estate and Personal Property for **Dare County and all Towns**.

Totals **include** fire, rescue, sanitation, and community center taxes.

Totals **do not include** motor vehicles. MV taxes now collected by NCDOR.

**COLLECTION TOTALS FOR THE YEARS 2013 - 2022 as of June 30, 2023**

YEAR	LEVIES / ADJ	COLLECTED	UNCOLLECTED	% COLL
2022	\$ 103,069,560.01	\$ 102,724,140.86	\$ 345,419.15	99.67%
2021	\$ 101,553,177.79	\$ 101,400,474.06	\$ 152,703.73	99.85%
2020	\$ 98,256,339.42	\$ 98,154,726.97	\$ 101,612.45	99.90%
2019	\$ 92,848,685.92	\$ 92,759,784.24	\$ 88,901.68	99.90%
2018	\$ 91,704,117.21	\$ 91,634,757.79	\$ 69,359.42	99.92%
2017	\$ 90,141,389.50	\$ 90,081,718.73	\$ 59,670.77	99.93%
2016	\$ 84,057,116.74	\$ 84,016,859.09	\$ 40,257.65	99.95%
2015	\$ 83,088,738.94	\$ 83,038,821.65	\$ 49,917.29	99.94%
2014	\$ 79,477,903.58	\$ 79,441,970.76	\$ 35,932.82	99.95%
2013	\$ 77,857,430.19	\$ 77,827,324.66	\$ 30,105.53	99.96%
<b>TOTAL</b>	<b>\$ 902,054,459.30</b>	<b>\$ 901,080,578.81</b>	<b>\$ 973,880.49</b>	<b>99.90%</b>

**SPECIAL ASSESSMENT COLLECTIONS**

Collected 7/1/2022 - 06/30/2023

	<u>Total Levies +/- Adj</u>	<u>Collected in 2022</u>	<u>Total Collected</u>	<u>Balance</u>	<u>Total % Coll</u>
Roanoke Island Water Assessment:	\$ 4,875,600.00	\$ 32,168.67	\$ 4,798,032.88	\$ 77,567.12	98.41%

**Zacchaeus Legal Services (Foreclosures)**

Collected 7/1/2022 - 06/30/2023

2002-2022 Tax Years Collected in FY 2022-2023	\$ 14,729.51
Total Taxes Collected through foreclosure process	\$ 2,626,691.68
Total cost to Dare County	\$ -

YEAR	UNCOLLECTED	UNKNOWNNS	ACTIVE BANKRUPTCY	ACTIVE FORECLOSURE	COLLECTIBLE IN OFFICE
2022	\$ 345,419.15	\$ 5,128.39	\$ 2,591.03	\$ 32,916.55	\$ 304,783.18
2021	\$ 152,703.73	\$ 7,075.98	\$ 2,197.63	\$ 31,427.66	\$ 112,002.46
2020	\$ 101,612.45	\$ 6,450.64	\$ 1.29	\$ 31,500.42	\$ 63,660.10
2019	\$ 88,901.68	\$ 8,990.06	\$ 375.62	\$ 17,908.22	\$ 61,627.78
2018	\$ 69,359.42	\$ 10,751.10	\$ 78.58	\$ 12,052.39	\$ 46,477.35
2017	\$ 59,670.77	\$ 17,603.27	\$ -	\$ 9,930.68	\$ 32,136.82
2016	\$ 40,257.65	\$ 10,217.10	\$ -	\$ 8,477.84	\$ 21,562.71
2015	\$ 49,917.29	\$ 10,341.43	\$ -	\$ 9,692.86	\$ 29,883.00
2014	\$ 35,932.82	\$ 11,788.41	\$ -	\$ 11,793.49	\$ 12,350.92
2013	\$ 30,105.53	\$ 12,232.37	\$ -	\$ 9,208.23	\$ 8,664.93
<b>TOTAL</b>	<b>\$ 973,880.49</b>	<b>\$ 100,578.75</b>	<b>\$ 5,244.15</b>	<b>\$ 174,908.34</b>	<b>\$ 693,149.25</b>

<b>2022 TAX YEAR COLLECTION PROCESSING</b>	
<b>Second and Final Notice mailed to taxpayers</b>	<b>4666</b>
<b>Pre-foreclosure letters mailed to taxpayers &amp; lienholders</b>	<b>130</b>
<b>Payment Plans for delinquent taxes/ current &amp; paid in full</b>	<b>272</b>
<b>Attachments &amp; Garnishments</b>	<b>82</b>
<b>Phone Calls</b>	<b>@ 1500</b>
<b>NSF Legal Letters &amp; Notifications</b>	<b>142</b>
<b>Parcels in Bankruptcy</b>	<b>38</b>
<b>2021 Delinquent Tax Parcels in Bankruptcy</b>	<b>8</b>
<b>Active Foreclosure Parcels</b>	<b>52</b>
<b>Taxes collected through Debt Setoff</b>	<b>\$ 121.39</b>





*LASII Grant Application*

**Description**

See attached Memo

**Board Action Requested**

Adopt Resolution

**Item Presenter**

Barton Grover, Grants & Waterways Administrator

8/28/23

MEMORANDUM

TO: DARE COUNTY BOARD OF COMMISSIONERS

FROM: Barton Grover, Grants & Waterways Administrator

RE: LASII Grant Application

The North Carolina Division of Water Infrastructure is currently accepting applications for the Local Assistance for Stormwater Infrastructure Improvements (LASII) grant. Deadline for application is October 2<sup>nd</sup>. No Dare County cost share match is required. Three stormwater projects have been prioritized during previous assessments and have been recommended by WithersRavenel for application. These projects are adjacent to Old Lighthouse Road in Buxton, Ocean View Drive in Avon, and Airport Road in Manteo. Current estimated grant request is \$4.5 million.

Over the last 3 years, Dare County has received multiple grants to assess existing stormwater infrastructure, identify hazards, and develop designs for projects in Unincorporated Dare County. As part of the North Carolina Resilient Coastal Communities Program Phase 1 & 2, Dare County received \$30,000 to perform a risk and vulnerability assessment, perform a public survey to assist in identifying problem areas, and prioritize hot spot issues on Hatteras Island. Dare County received \$45,000 for Phase 3 to design two projects, including a stormwater project adjacent to Old Lighthouse Road in Buxton.

Dare County is currently performing an update to the Stormwater Master Plan as a result of a \$150,000 FEMA grant. WithersRavenel will be presenting the final report to the Board of Commissioners later this year. As a result of this process, two additional projects have been identified for stormwater improvements and would be included in the LASII application. One stormwater project is adjacent to Ocean View Drive in Avon. The second project is an addition to the proposed Airport Rd project to include extension of a ditch to reduce flooding in the Steve Basnight and Etheridge Road area. Dare County recently completed a stormwater project in the vicinity of Airport Rd with the assistance of a Golden Leaf \$250,000 stormwater grant. An application with FEMA is currently being reviewed to provide \$3 million to complete additional phases of the project originally identified in the Moffatt & Nichol report.

Project Resolution and Form for Certification by the Recording Officer  
**RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, Dare County has need for and intends to construct, plan for, or conduct a study in a project described as Dare County Unincorporated Area Drainage Project, and

WHEREAS, Dare County intends to request State loan and/or grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF DARE COUNTY:**

That Dare County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Dare County to make a scheduled repayment of the loan, to withhold from Dare County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

If applying for a regional project, that the **Applicant** will partner and work with other units of local government or utilities in conducting the project.

That Robert L. Outten (County Manager & County Attorney) and Barton Grover (Grants & Waterways Administrator), the **Authorized Representatives** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representatives**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 6<sup>th</sup> day of September, 2023 at 954 Marshall C. Collins Drive, Manteo, North Carolina.

---

Robert Woodard, Sr., Chairman

Attest:

---

Skyler Foley, Clerk to the Board

Project Resolution and Form for Certification by the Recording Officer  
**FORM FOR CERTIFICATION BY THE RECORDING OFFICER**

The undersigned duly qualified and acting Clerk of the Dare County Board of Commissioners does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Dare County Board of Commissioners duly held on the 6th day of September, 20 23; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of September, 20 23.

---

(Signature of Recording Officer)

---

(Title of Recording Officer)



*Amendment to the Dredge Work Plan and Forgivable Loan Agreement*

**Description**

EJE Dredging Service, LLC have requested the following amendments. The Oregon Inlet Task Force recommended approval of the amendments at their August meeting.

**Board Action Requested**

Approve Amended Dredge Work Plan and Forgivable Loan Agreement

**Item Presenter**

Barton Grover, Grants & Waterways Administrator



**AMENDMENT NO. 1**

AMENDMENT TO THE DREDGE WORK PLAN AND FORGIVABLE LOAN  
AGREEMENT  
BETWEEN  
DARE COUNTY  
AND  
EJE DREDGING SERVICE, LLC

In accordance with Article IV (E) of the above-referenced contract ("Agreement"), EJE Dredging Service, LLC and Dare County (together, the "Parties") mutually agree to amend the Agreement to add and/or modify the following provisions:

**Article III (E)** - During the term of this Agreement, the parties agree that the “usual and customary rates” for dredging services as of the date the last party executes this agreement shall be: \$14.33 per cubic yard of material loaded and placed in a permitted disposal area ~~and for material removed from Hatteras Inlet and placed in a permitted disposal area(s)~~, each inclusive of survey boat costs, with the exception of the following: with the exception of the following:

\$19.58 per cubic yard of material loaded from inside the bar and placed in a permitted disposal area outside the bar and for material removed from Hatteras Inlet and placed in a permitted disposal area(s), each inclusive of survey boat costs.

These rates shall be deemed the Base Rates. The Discounted Rate shall be a minimum of \$1.50 per cubic yard less than the applicable Base Rate. The Base Rate will adjust up or down ~~annually on the 1<sup>st</sup> day of October each year~~ by the same percentage as the average percentage change in the US Army Corps of Engineers daily rate for the Dredge Murden (or its equivalent if the Murden is not operational for a period in excess of 6 months during the previous 12 months) for the previous 12 month period.

**Article III (O)** -

~~During the term of this Agreement, together with any extensions thereto, EJE shall obtain and maintain a written agreement with, the North Carolina Ferry Division for the use of the NC Ferry Division’s dry dock located in Manns Harbor, North Carolina, to haul the dredge vessel for maintenance and repair. Alternatively, EJE Dredging Services, LLC may enter into a written agreement with another facility in Dare County, North Carolina capable to perform repairs and maintenance as needed. The dredge shall not leave the waters of Dare County, North Carolina for maintenance or repair without the prior approval of the County through its Oregon Inlet task Force.~~

\_\_\_\_\_  
Dare County

\_\_\_\_\_  
EJE Dredging Service, LLC



*ClearGov Software Contract Approval*

**Description**

Please see the following Item Summary.

**Board Action Requested**

Approve ClearGov contract.

**Item Presenter**

David Clawson, Finance Director

### **Item Summary: ClearGov Software Contract Approval**

The Finance Department and the County Manager recommend approval of the following contract with ClearGov. The contract is for remotely hosted centralized budgeting software. Modules include Operational Budgeting, Personnel Budgeting, Capital Budgeting, and Digital Budget Book (the budget document). ClearGov is NACO endorsed. NC users include Chatham, Carteret, and Franklin counties, as well as Southern Shores and Kill Devil Hills.

The County has outgrown the existing budget process which uses Tyler/MUNIS, Laserfiche, Google web services, multiple Excel workbooks, and Word. Current County budget and CIP processing and preparation is very inefficient from coordinating and combining information, data, and reporting from the different tools. ClearGov extracts data from the MUNIS financial system and then acts as a central repository and workspace for all budget activity. After the process is complete, the data is exported into the MUNIS financial system.

Department heads will enter budget requests and documentation into ClearGov for all operating, personnel, and capital requests. Finance and the Manager then evaluates and processes all budget items. The software provides real-time status and audit trails of changes, denials, and approvals.

After completion, the budget document is created from preloaded and customized templates. Most GFOA required budget discussions are written by the software with AI.

**Cost:** Implementation will be \$11,700. The annual fee for year one is \$50,375 with a 3% increase for year two and a 6% increase for year three.

**Budget:** With changes made by Finance to payment processing (County receipts) by switching to Tyler Payment Services, there will be no additional budget required.

**Schedule:** If approved, the County will use ClearGov for preparation of the FY 2025 Budget and CIP.

Following this Item Summary are:

- ClearGov Summary (18 pages);
- Service Order (3 pages); and
- Service Agreement (terms and conditions) (4 pages).

The ClearGov summary provides descriptions of each module and accurate lists of improvements that will occur in the County's budgeting process.

Note: From what is included in the agenda packet, the following changes have been made:

- The Service Order "valid through" date has been changed to 9/15/2023.
- The Service Order Billing dates have been changed to 9/7/2023.
- The Services Agreement has added required NC E-Verify language.

The Board is requested to approve the ClearGov contract.





## OUR MISSION

# We Create Easy-to-Use Software to Help Governments Budget Better

**NACo endorses ClearGov Budget Cycle Management as the budgeting solution of choice for local governments.**



*"ClearGov's commitment to modernizing the government budgeting process with affordable, easy-to-use software has saved counties countless hours by streamlining and automating the annual budget process. After our rigorous evaluation process, we are pleased to share ClearGov's innovative solutions with our members."*

**Paul Terragno**  
Financial Services Center Managing Director.  
NACo

## Mission

ClearGov's mission is to create easy-to-use, modern software that helps local governments budget better. We believe that every local government should have the opportunity to leverage technology to operate more efficiently and communicate more effectively. We pursue this mission by carefully designing solutions that are clear, collaborative, compelling and cost-effective to fuel better budgeting and drive community support.

## Solutions Overview

Based on our conversations with Dare County and our understanding of your key needs and objectives, we are proposing the following ClearGov solutions:

### ClearGov Operational Budgeting

- A robust, yet simple-to-use budgeting solution that is specifically tailored to the needs of local governments to streamline the budgeting process.
- Enables finance teams to easily collaborate in real time
- Eliminates spreadsheet errors
- Provides visual dashboards for all funds summary and budget to actuals
- Enables end-of-year projections and fund balance analytics

### ClearGov Personnel Budgeting

- A filterable personnel dashboard provides a birds-eye view of your headcount budget and enables you to visually compare unlimited personnel budgeting scenarios
- Automated workflows streamline position and reclassification requests
- Create salary and benefits plans for up to 20 years
- Analyze the effects of salary/benefit adjustments for more informed union negotiations
- Create and export custom reports to share your personnel budget internally and externally

### ClearGov Capital Budgeting

- Utilize built-in templates to easily create customized capital request forms
- Automated workflows collect, organize and present capital requests in an intuitive dashboard with the ability to filter by department, funding source, request type and more
- Leverage capital request template forms and create custom forms
- Create unlimited multi-year scenario plans to optimize capital utilization
- Score and rank capital requests based on custom criteria to prioritize requests

### ClearGov Digital Budget Book

- The easiest and fastest way to build an award-winning budget book
- Automatically generates a professionally formatted template that's pre-populated with your financials, capital request data, charts, and more
- Let's you and your team work collaboratively to fill in the details
- Built to GFOA guidelines, optimized to ADA standards and designed to be mobile-friendly

## Implementation Plan

You will be assigned an Implementation Manager (IM), who will develop a plan to get your team up and running that is based on your specific goals and timeline. The ClearGov Onboarding Process will have a big impact on your overall success with our platform, and as such, it is a team effort between you and ClearGov that includes three key components:

### General Ledger Data Mapping

- A ClearGov Data Onboarding Consultant will format, upload and map your financial data (i.e. revenue and expense data). Your role is to provide us with a complete set of data files as well as guidance on how you would like to view the data, and to review and provide feedback along the way. This is the most important onboarding step as it enables the full use of the budgeting applications.

### Training

- Our products are designed to be intuitive and easy to use, but ClearGov provides a robust set of self-directed training resources, as well as custom workshops to share best practices and help you get the most from our solutions.

### Configuration

- Once trained, you can easily configure the ClearGov platform to meet your specific needs - for example - by customizing capital request forms; creating wage schedules; selecting the panels to include in your Transparency Center; etc.

### Timeframe

- We have learned that different customers have different priorities, so the onboarding process usually takes between 60 - 90 days. If you have a specific deadline, please let me or your Implementation Manager know, and we'll get back to you quickly to let you know if it's possible, as well as what needs to happen - by when - to achieve that deadline.

## Conclusion

In the pages that follow, we'll explain how and why ClearGov solutions not only offer the best value for Dare County, but also make your day-to-day operations more efficient, productive, and impactful.

ClearGov is committed to helping local governments like yours "make democracy work better". And while that may sound lofty, "democracy" is simply what you do every day. We just want to help you do it in a modern, data-driven way — a way that makes your job easier, lightens your load, showcases all the good work that you do, and ultimately helps you better serve your community.

ClearGov already works with hundreds of local governments across the country, and we'd be delighted to welcome Dare County into the fold. If you have questions or concerns as you review this proposal, please do not hesitate to reach out. Thank you for your consideration.

# Budget Cycle Management Overview

We know that you're working hard to make your government run better, and you know that technology can help you get it done. Unfortunately, most of the gov-tech software on the market right now is designed for sprawling megacities or state and federal government — not local agencies like yours. So, these platforms are often complicated, expensive, and loaded with bells and whistles that you'll never use. You don't need a chainsaw to carve a turkey. You simply need the right tool for the job.

ClearGov is built from the ground up specifically for local governments. It does everything you need it to do. It's just-right software for agencies that are looking to take that critical next step toward modernizing their budget process. Therefore, all ClearGov solutions are:



## **CLEAR AND EASY TO USE**

At ClearGov, everything we do is designed to make complex government data easy to understand and easy to use, internally and by the public at large. We present data in readily-understood infographic form, and offer an interface for our internal tools that's easy for every staff member to learn and use.



## **CLOUD-BASED**

Web-based software requires no installation, no maintenance and is always up-to-date. Plus, it gives local governments the ability to quickly adjust to evolving input and changing dynamics. We host our software and our data with Amazon Web Services, which ensures data security and world-class software performance.



## **CONNECTED**

All ClearGov solutions share a common data set and work together seamlessly. Plus, when you're ready to implement, we do all the heavy lifting for you. To get started, all you have to do is send us an Excel file with your financial data, and we'll onboard it for you.



## **COLLABORATIVE**

ClearGov solutions are designed to improve collaboration and efficiency by automating processes and outcomes. Streamlining the collaborative process is vital to prevent key items from falling through the cracks. Centralization and remote access to documents, systems and processes is mission-critical.



## **COST EFFECTIVE**

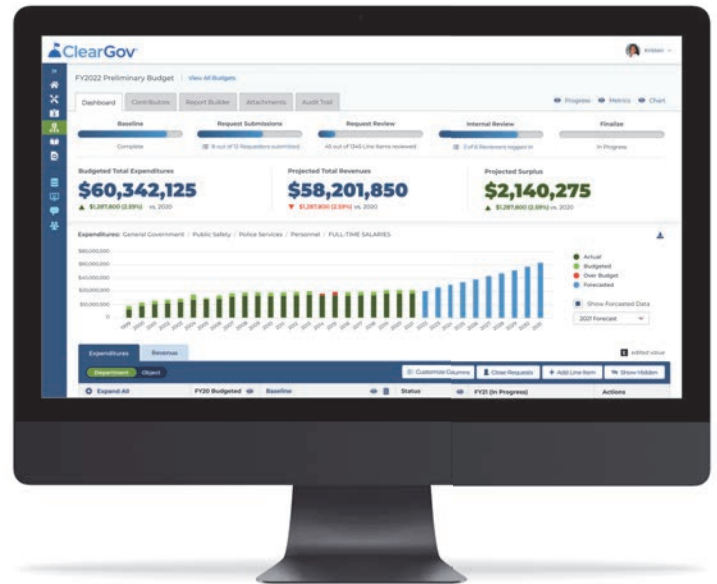
ClearGov is built and priced for local governments and school districts. Our packages are all-inclusive, so you'll never be charged extra for per-seat licenses, never be surprised with hidden fees, and never pay for support or product updates...never.

***Our goal is to delight our customers with unbeatable value in everything we do.***

## Budget Better Together

ClearGov Operational Budgeting is a suite of flexible, cloud-based budgeting, forecasting and fund balance modules designed to leverage your existing financial data into a more efficient and collaborative budget building process that streamlines communication with department heads and other budget stakeholders.

It is a one-stop shop to dynamically forecast what-if scenarios, build a budget and communicate budgeting rationale. Designed specifically for local governments and school districts, ClearGov Operational Budgeting is a giant step forward from building your budgets and forecasts with Excel or the legacy accounting system budgeting tools.



✓ **Budget Dashboard**

✓ **All Funds Summary**

✓ **Automated Audit Trail**

✓ **Budget to Actuals Charts**

✓ **Unlimited Budgets**

✓ **Departmental Collaboration**

✓ **End of Year Projections**

✓ **Integrated Report Builder**

✓ **Fund Balance Metrics**

✓ **Multi-Year Forecasting, and more...**



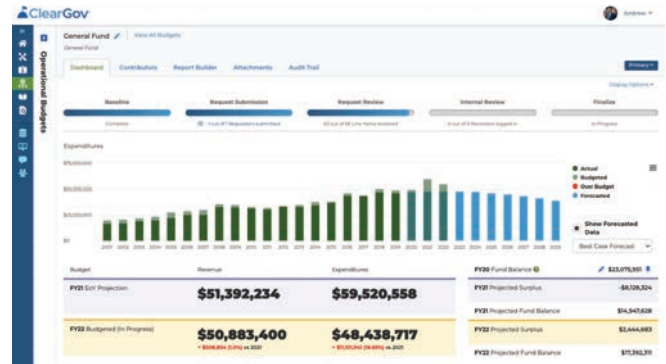
*"From start to finish, ClearGov Budget Cycle Management is a suite that's well thought out. They clearly did their homework and did a great job integrating all of the products. ClearGov software is worth more than what we're paying for it!"*

**Brandon Neish**  
Finance Director  
City of Sweet Home, OR  
Population: 10,000



## Budget Builder

ClearGov's Budget Builder helps your staff budget better, together. Using a single, shared online workspace, financial executives, committee members, and department heads can collaborate on building a budget using an efficient tool that's been designed specifically to meet the budgeting needs of local governments.

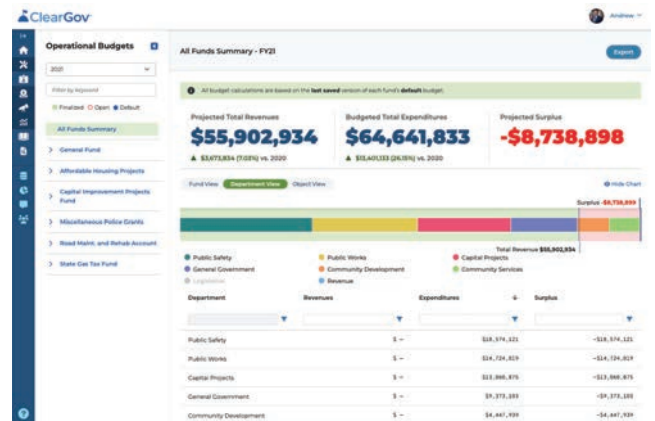


- **Choose your baseline:** Base your budget on last year's data, on a simple-to-generate budget forecast (see below) or use zero-based budgeting.
- **Collaborate effectively:** ClearGov Budgets makes it easy to manage, merge, track and review budget requests and changes as a team, every step of the way.
- **Create unlimited budgets:** Create multiple budgets every year across different funds or for the same fund. You can even build out what-if scenarios.
- **Add notes and supporting material:** Comments and supporting documents are easily attached directly to line items so they are readily available for reference.
- **Keep a thorough audit trail:** Automatically track every change, comment, and version so you always know who changed what and when.
- **Build custom reports with a click:** Easily create and export custom reports to share your operational budget with internal and external stakeholders and existing systems.
- **Operational Budget Dashboard:** Quickly see and share the status of your budget-building process. Filter on current and historical financial data. Automatically aggregate all budget requests in one place.



## All Funds Summary

With ClearGov's automated All Funds Summary dashboard, you can easily review your holistic budget. No more switching between spreadsheet tabs or scrolling screen by screen to get the full picture.



- **Automated Summary:** View your budget across all funds via an interactive, visual dashboard.
- **Toggle Your Views:** Filter and sort functionality is built-in. You can toggle your view by fund, department or object.
- **All Funds Summary Export:** Online collaborators will have access to the All Funds Dashboard, and with one click, you can export a full report to Excel, CSV or PDF.





## Modern Personnel Planning

Chances are that people represent the biggest chunk of your annual budget, and it's also the most complicated. ClearGov's Personnel Budgeting solution enables you to throw away those massive spreadsheets that you've been managing by hand and streamlines the entire personnel planning and forecasting process in a single, cloud-based, collaborative solution.

Complete with powerful tools to manage position requests, inform union negotiations and much more, ClearGov's Personnel Budgeting application is a unique software platform built specifically to help finance directors more easily budget for salaries, benefits and other personnel costs.



✓ Personnel Dashboard

✓ Union Negotiation Planning

✓ Position Request Manager

✓ Multi-year Position Budgeting

✓ Vacancy Planning

✓ Integrated Report Builder

✓ Unlimited Scenario Planning

✓ And more...



*"The more we work in ClearGov, the easier it gets. We first bought Transparency, and then subsequently added Digital Budget Book several months later. Now, we are planning to upgrade to the full suite this spring so we can use Operational Budgeting, Capital Budgeting, and Personnel Budgeting for our next budget cycle. The ClearGov team has been amazing to work with."*

**Linda Watson**  
Finance Director  
Page, AZ  
Population: 7,375

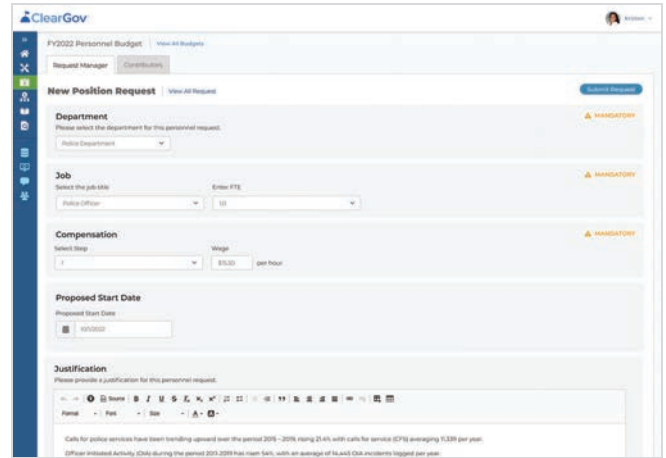




## Personnel Request Manager

The ClearGov Personnel Budgeting solution enables you to quickly and easily setup and organize your personnel data, collective bargaining rules, open positions and more. Automated workflow tools enable you to capture position requests in a digital format and automatically incorporate these changes into your personnel planning model.

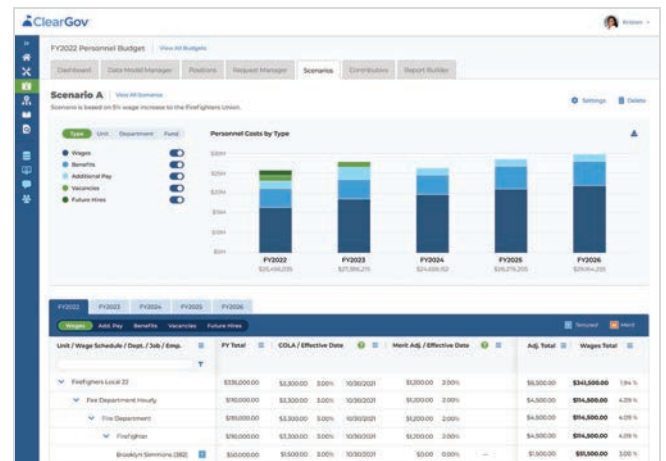
- **Position Management:** Easily import all people, positions and units from your accounting system and set up rules for steps, lanes, benefits, overtime and more.
- **Digital Request Forms:** Stop using paper or Excel request forms. Enable department heads to submit new position requests using digital request forms, and all data is automatically captured within your personnel plan.
- **Request Manager:** Manage all new position requests from one table. Easily see the details of each request, add comments for the requester, and take other actions on the request. Requests can be included in scenarios to see the impact of new positions as you build your personnel budget.



## Personnel Planning

ClearGov Personnel Budgeting provides a powerful yet intuitive set of tools to review, plan, compare and communicate multiple personnel plan scenarios to help you make smart decisions about your team and your budget. Compare and contrast single year or multi-year budgets. Easily alter any of your key assumptions to examine unlimited what-if scenarios.

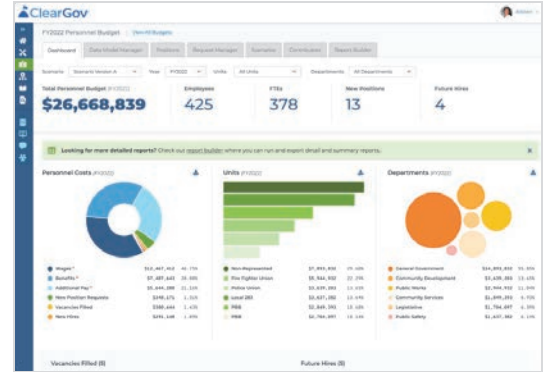
- **Data and Rules Manager:** Intuitive tools enable you to set up and manage key assumptions and rules by position or by CBA unit.
- **Scenario Planning:** Seamlessly create unlimited, personnel budget scenarios based on applicable rules and assumptions by unit, by position or by individual.
- **Union Negotiations:** Analyze the effects of adjustments to salaries and benefits for more informed negotiations.
- **Vacancy Planning:** Get a complete picture of your current and future workforce budget; create and fill vacant positions on specified dates.
- **Multi-Year Planning:** Automatically create salary and benefit plans for up to 20 years in the future.





## Personnel Dashboard

ClearGov Personnel Budgeting rolls up all of your critical information into an easy-to-read, graphical dashboard to help you immediately see the impact of key decisions and share these insights with the rest of your team in a common cloud-based environment.



- **Robust Filtering:** Immediately see the impact on your headcount plans from multiple angles. Filter your personnel dashboard by department, job type, position, unit, and more.
- **Report Builder:** Create and export custom reports to share your workforce budget with internal and external stakeholders and existing systems.

## Why does Dare County need this?

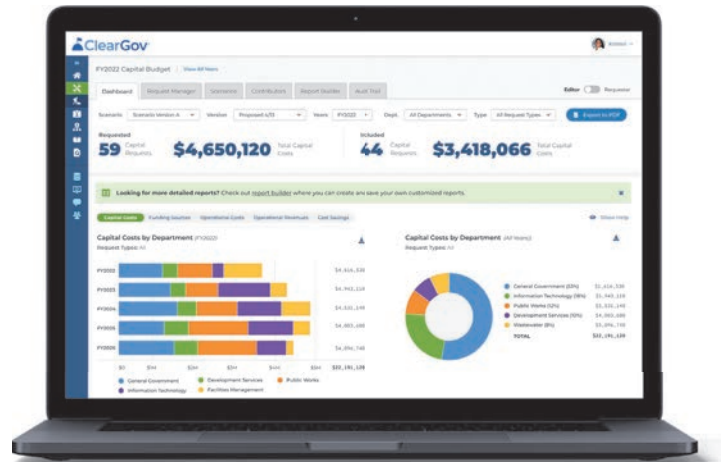
- **Scrap the Spreadsheets:** Get rid of those massive personnel planning spreadsheets and stop sorting through emails to find the right update. Best of all, eliminate those tedious spreadsheet errors that take hours and hours of precious time to find and fix. ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster.
- **Accurate forecasts:** More accurately forecast personnel expenses, including salaries, benefits and other ancillary compensation such as overtime to help you make better, fact-based decisions today.
- **Critical insights:** Leverage scenario planning to understand the true impact of key labor contract negotiations, plan for vacancies, furloughs and more.
- **Save time and effort:** Manage new position and reclassification requests more efficiently and incorporate those changes directly into your planning.
- **Streamline Budget Reviews:** Share your dashboard and key reports with internal and external stakeholders for review, feedback and approval. With all of the relevant information in one place, your budget review meetings will be a snap.
- **Synchronized budgeting:** ClearGov's Personnel Budgeting also syncs directly with ClearGov Operational Budgeting to further streamline your overall annual budgeting process.

# Capital Budgeting

## Smart Capital Planning

Capital planning doesn't have to be complicated and it definitely doesn't need to be manual. It's time to get rid of those hard copy capital request forms and move your entire capital planning process into the digital age.

ClearGov Capital Budgeting is the first cloud-based capital improvement planning (CIP) solution specifically designed for local governments that streamlines requests, provides a multi-year scenario optimization process, and generates website-based pages automatically for each capital improvement.



✓ Capital Budgeting Dashboard

✓ Unlimited Contributors

✓ Capital Request Manager

✓ Project Request Templates

✓ Request Scoring & Ranking

✓ Integrated Report Builder

✓ Unlimited Scenario Planning

✓ And more...



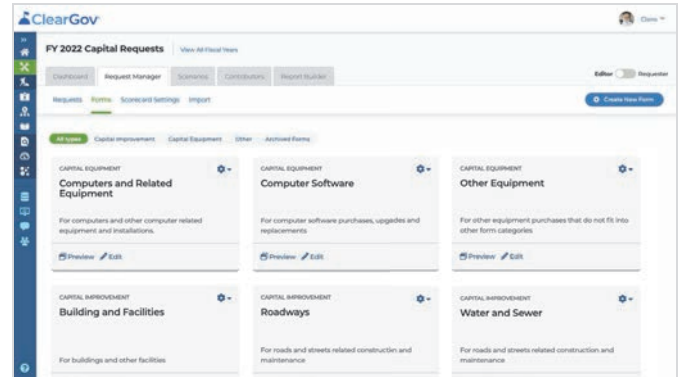
"Our CIP team absolutely loves the capital budgeting product. They love the fact that they can import our projects into it, and we can show our citizens this information. We are going to use the Transparency project pages so that our citizens can get updates on our projects."

**Christin Lindsey**  
Senior Budget Analyst  
Pflugerville, TX



## Capital Requests

The Capital Request function is a dashboard-driven tool that automates and optimizes the process of collecting, organizing, and reporting capital requests across all departments and automatically populates your capital plan. Think of it as a modern, digital-first solution to an age-old, paper problem.

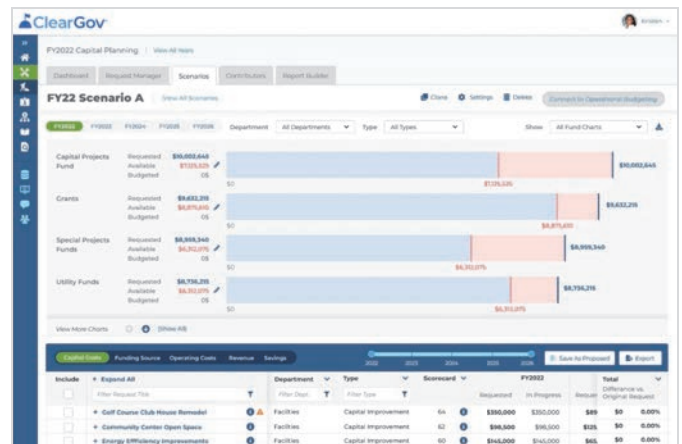


- **Digitize your requests:** Save some trees with a simple online form that captures and submits requests electronically.
- **Customize your form(s):** Easily customize the default templates with a few simple clicks to precisely fit your needs and preferences. Create as many different form types as you need.
- **Automate your workflow:** Initiate, collect, track, and manage all your requests online, even set triggered reminders for department heads.
- **Digital audit trail:** Your department heads can easily attach pictures, PDFs, and other supplemental materials to their digital request form. These materials travel with the request, so they're always just a click away.
- **View capital requests at a glance:** Report and review requests by department, funding source, fiscal year, and more — all from an intuitive dashboard.



## Scenario Planning

All capital request data is automatically integrated into the Scenarios functionality. Powerful but simple tools enable you to easily and visually identify how your expected funding matches up against all of the requests. Scenarios makes it point-and-click easy to examine multiple scenarios to help you make insightful decisions about which projects you need and can afford to fund.

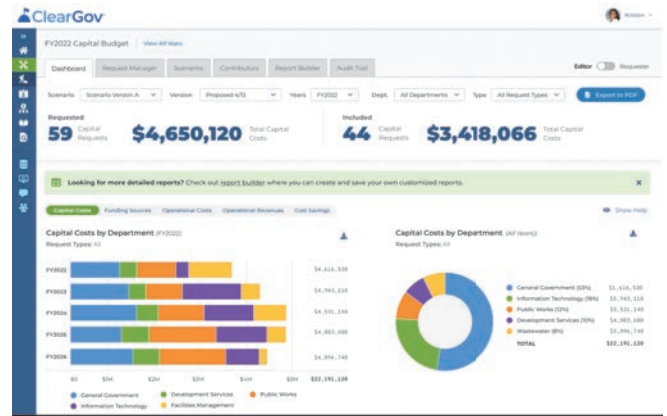


- **Unlimited Scenarios:** Easily create, analyze and compare multiple scenario plans to propose and optimize your capital budget - both near and long term.
- **Scoring and Ranking:** Assign priorities and ratings to each project based on how they directly impact your key strategic initiatives.
- **Shift Funding Assumptions:** Can't afford to completely fund a project in one year...no problem. ClearGov Capital Budgeting enables you to spread funding assumptions across multiple years and explore multi-year what-if scenarios.



## Capital Budgeting Dashboard

The Capital Budgeting dashboard centralizes everything you need to plan and present your budget and provide deeper insight into capital requests. Use filters to visualize the data from multiple angles while you review capital costs, funding sources, operational costs, cost savings and project revenue.



- **Robust Filtering:** Immediately see the impact of capital requests on your budget from multiple angles. Filter your dashboard by department, year, request type and more.
- **Auto-generated graphs:** View your capital budget data with auto-generated charts that can be downloaded instantly to be used in presentations or shared with stakeholders.
- **Analyze Requests:** Easily click on a request to drill down into the details to see pictures, attachments and a cost breakdown.

## Why does Dare County need this?

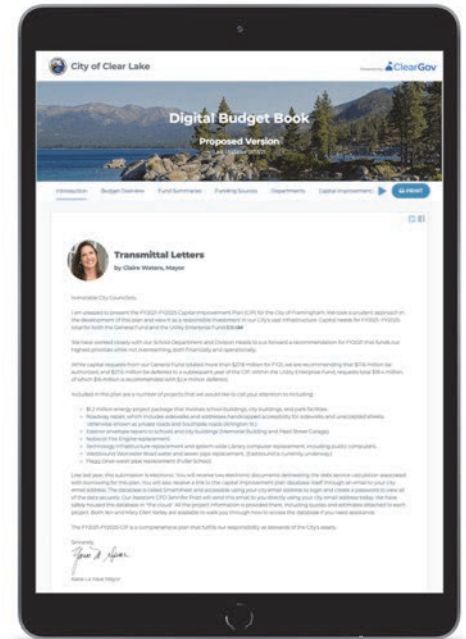
- **It's so much more efficient:** The sooner you automate out-dated manual processes, the more efficiently you can govern. Once you streamline the tedious task of organizing your capital requests, you'll have more time and energy to invest in one of the most critical components of good governance — strategic planning.
- **Eliminate the paper chase:** Instead of chasing down paper requests and slogging through the data entry process, you can kick off each new request cycle with a click.
- **Critical insights:** Leverage scenario planning to understand the true impact of key capital projects in both the short term and over time.
- **Shine a spotlight on community development:** A good chunk of every tax dollar funds important CIPs in your community — things like new construction, improvements to infrastructure, and other key initiatives. Keep residents (and the press) informed about the issues they care about most.
- **Synchronized budgeting:** ClearGov's Capital Budgeting syncs directly with ClearGov Operational Budgeting to further streamline your overall annual budgeting process. Capital Budgeting also syncs with and automatically generates a capital request summary with detail pages for each department/request for your ClearGov Digital Budget Book.



## Build an Award-Winning Budget Book in a Fraction of the Time

The annual budget book is your government's most important, public-facing policy document. You want it to be polished, professionally formatted, and accessible to as many residents and stakeholders as possible. And, ideally, you want it to be easy and efficient to produce on your end.

ClearGov Digital Budget Book is the industry's first website-based solution that automates most of the budget book creation process using templates and data-driven charts and tables. Meet GFOA award criteria and deliver new levels of clarity, engagement and understanding for your citizens.



- ✓ Automated Fund Summaries
- ✓ Capital Improvements Inclusion
- ✓ Department Specific Pages
- ✓ Automatic Data Updates
- ✓ Collaborate and Customize
- ✓ Automated Workflows
- ✓ Built-in GFOA Best Practices
- ✓ And more...



*"We are proud to have won a GFOA award for our latest budget book that we created with ClearGov's Digital Budget Book. One GFOA reviewer even gave us an **Outstanding** rating for Document-wide Criteria and noted: 'The new software they have implemented is great. Graphics, charts, formatting: all exceptional. Outstanding as a communication device.' We are thankful to ClearGov for all of their support throughout the process."*

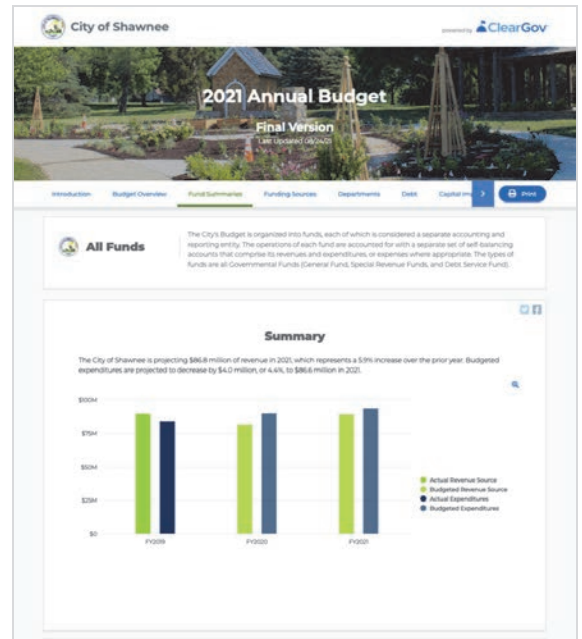
**Janet Holman**  
Financial System Manager  
Montgomery County, OH



# Budget Book Builder

The Budget Book Builder module helps you produce an interactive and engaging budget book in a fraction of the time it takes today. Instead of manually building your book in a clunky document editor, you build it collaboratively using simple web apps that streamline the steps from start to publish.

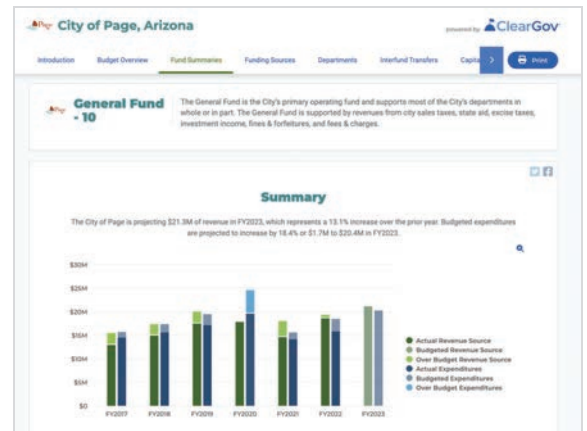
- **Prepopulated and preformatted:** Start with a core framework that includes all of your pre-loaded budget data with integrated, pre-built charts
- **Smarter workflow:** Collaborate and work faster to add your narrative with fewer headaches
- **Highly customizable:** Add images, choose chart colors, and select styles to reflect your civic brand.
- **Better end product:** Produce a polished piece that is ADA-Optimized and built from the ground up to meet GFOA best practices



## Auto-generated Charts, Graphs and More

ClearGov automatically generates charts, graphs, and Fund Summary pages using your budget data - giving you a profound head start in content creation.

- **Page creation:** Fund Summary pages are pre-built with easy-to-edit template panels. Simply add narrative to the panels to tell your story.
- **Pre-populated:** Fund Summary pages are pre-populated with revenue, expense, and historical data so you don't have to enter it manually.
- **Auto-generated graphs:** Pages include compelling, colorful graphs to complement the data and to help visualize the numbers for each section of your budget. All your graphs and data are auto-updated if you change the numbers.
- **Auto-translate:** Built-in Google Translate functionality will automatically translate your budget book narrative into Spanish, French, Portuguese or more than 100 other languages.



## Digital Budget Book Examples

Check just a few of the outstanding Digital Budget Books created using the ClearGov solution:

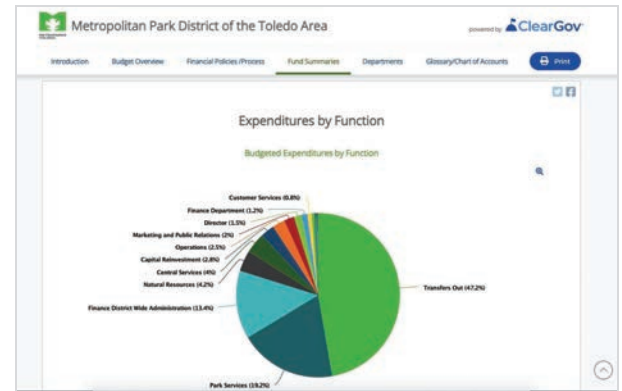
- [El Mirage, AZ Digital Budget Book](#)
- [Shawnee, KS Digital Budget Book](#)
- [Woodbridge, CT Digital Budget Book](#)
- [Yuma County, AZ Digital Budget Book](#)
- [Sussex County, DE Digital Budget Book](#)



## Automatic Data Updates

Revenue and expense data are automatically updated throughout your Digital Budget Book as the numbers change, eliminating errors and saving time - especially valuable for those inevitable last-minute tweaks.

- **Embedded Data:** Easily embed budget numbers into your narrative. Embedded numbers automatically update whenever your budget changes. No more searching through 300 pages.
- **Smart Charts:** All charts and graphs also update automatically, and they're interactive to help provide a complete picture of your budget.
- **Integrated Budget:** Syncs directly with ClearGov Operational Budgeting or upload your budget data into an integrated, intuitive budget editor.



## Why does Dare County need this?

- **The short-cut you always wanted:** One simple click generates a fully formatted framework that's automatically populated with your financial data, along with pre-built charts, tables and graphs, and even some pre-written content. You simply fill in the blanks and customize the content as you see fit.
- **Improve accuracy:** The more spreadsheets you manage and papers you shuffle, the greater the margin of error. ClearGov's digital-first approach is automated, templated, and paperless so you can stop manually collecting, merging, and managing all that input from dozens of department heads.
- **You save time and aggravation:** Recreating charts, tables, and graphs from spreadsheets every time a figure changes is not only tedious, it's inefficient. With ClearGov, every time you change a number in your budget, all of the applicable charts, tables and graphs are updated automatically.
- **Print on demand:** Printing a budget book is expensive and often out of date before the ink dries. ClearGov enables you and your citizens to print specific sections or the entire budget book whenever you like - which saves both time and money.
- **GFOA kudos:** ClearGov's Digital Budget Book is structured to meet GFOA best practice guidelines. In fact, there is a GFOA checklist built right in, so you can check off each Distinguished Budget Award Presentation requirement as you complete it.



In the interest of transparency, we want to provide guidance around the scope of usage that is included with each ClearGov solution. The tables below do not provide a detailed list of every feature and/or function included in the product. These tables provide a summary of the key things that you can do with each solution once your account has been activated.



## ClearGov Operational Budgeting - Product Scope

Once your data has been onboarded, ClearGov Operational Budgeting enables Dare County team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Service Description	In Scope
<b>Create Forecasts:</b> Auto generate one or more forecasts for each of your funds. Modify forecasts based on what-if scenarios adjust parameters as needed.	Unlimited forecasts
<b>Create Budgets:</b> Create one or more budgets for each of your applicable funds. Invite collaborators, iteratively build the budget and share with reviewers.	Unlimited budgets
<b>Export Budgets to ERP:</b> Export your final budget(s) from ClearGov in order to import directly into your accounting system / ERP. NOTE: Depending on your ERP, your export file may require formatting prior to import.	Export Format:Excel; .CSV file



## ClearGov Personnel Budgeting - Product Scope

Once you have uploaded your position and personnel data, ClearGov Personnel Budgeting enables Dare County team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Description	In Scope
<b>Personnel Request Forms:</b> Create forms for your contributors to submit personnel requests.	Unlimited personnel request forms
<b>Personnel Data Import:</b> Import personnel and position data into your personnel plan.	Unlimited positions and personnel
<b>Personnel Scenario Planning:</b> Input and adjust key rules and assumptions to create and analyze personnel budget scenarios.	Unlimited scenario planning



## ClearGov Capital Budgeting - Product Scope

Once your subscription is activated, ClearGov Capital Budgeting enables Dare County team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Description	In Scope
<b>Capital Request Forms:</b> Create forms for your contributors to	Unlimited capital request forms

submit capital requests.	
<b>Capital Request Imports:</b> Import existing capital requests to your capital plan and/or present in your budget book.	Unlimited capital requests
<b>Capital Scenario Planning:</b> Input and adjust capital funding assumptions to create and analyze capital budget scenarios.	Unlimited scenario planning



## ClearGov Digital Budget Book - Product Scope

Once your data has been onboarded, ClearGov Digital Budget Book enables Dare County team members to execute a variety of tasks, as outlined in the table below. The ClearGov training programs and your CSM will provide advice and suggest best practices to help you optimize your own Digital Budget Book.

Description	In Scope
<b>Capital Request Forms:</b> Using ClearGov's free Capital Requests Module, you can create forms for your contributors to submit capital requests to create a Capital Request summary for your Digital Budget Book.	Unlimited capital request forms
<b>Digital Budget Books:</b> Create comprehensive digital budget books based on onboarded budget data and the narrative added by you.	Unlimited Digital Budget Book versions
<b>Digital Budget Book Pages:</b> Fill out templated sections of your budget book using ClearGov's toolset and GFOA guidelines embedded in the product, and/or create new pages with your own content, images, tables, etc. as needed.	Unlimited pages
<b>Printed Budget Books:</b> ClearGov's Digital Budget Book solution includes print to .PDF functionality. It automatically creates .PDF documents of the full budget book or selected sections.	Unlimited



# Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

<b>Created by</b>	Ryan Nichols
<b>Contact Phone</b>	615-668-3157
<b>Contact Email</b>	rnichols@cleargov.com

<b>Order Date</b>	Aug 28, 2023
<b>Order valid if signed by</b>	<b>Sep 15, 2023</b>

Customer Information					
<b>Customer</b>	Dare County, NC	<b>Contact</b>	David Clawson	<b>Billing Contact</b>	David Clawson
<b>Address</b>	954 Marshall C Collins Drive	<b>Title</b>	Deputy County Manager/Finan	<b>Title</b>	Deputy County Manager/Finance Direct
<b>City, St, Zip</b>	Manteo, NC 27954	<b>Email</b>	davec@darenc.gov	<b>Email</b>	davec@darenc.gov
<b>Phone</b>	252.475.5000			<b>PO # (If any)</b>	

The Services you will receive and the Fees for those Services are...			
<b>Set up Services</b>		<b>Tier/Rate</b>	<b>Service Fees</b>
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions		Tier 4	\$ 18,000.00
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions		Tier 4	\$ (6,300.00)
<b>Total ClearGov Setup Service Fee - Billed ONE-TIME</b>			<b>\$ 11,700.00</b>
<b>Subscription Services</b>		<b>Tier</b>	<b>Service Fees</b>
ClearGov BCM Operational Budgeting - Civic Edition		Tier 4	\$ 24,000.00
ClearGov BCM Personnel Budgeting - Civic Edition		Tier 4	\$ 21,800.00
ClearGov BCM Capital Budgeting - Civic Edition		Tier 4	\$ 17,300.00
ClearGov BCM Digital Budget Book - Civic Edition		Tier 4	\$ 14,400.00
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions		Tier 4	\$ (27,125.00)
<b>Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE</b>			<b>\$ 50,375.00</b>
<b>Special Terms</b>		<b>Applies to</b>	<b>Amount</b>

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
<b>Setup</b>	Sep 1, 2023	Sep 1, 2023	ClearGov Setup Services
<b>Pro-Rata</b>	Sep 1, 2023	Jun 30, 2024	ClearGov Subscription Services
<b>Initial</b>	Jul 1, 2024	Jun 30, 2027	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Sep 1, 2023	\$ 11,700.00	One Time Setup Fee
Sep 1, 2023	\$ 41,979.17	10 Month Pro-Rata Subscription Fee
Jul 1, 2024	\$ 50,375.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein		
Billing Terms and Conditions		
<b>Valid Until</b>	<b>Sep 15, 2023</b>	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
<b>Payment</b>	<b>Net 30</b>	All invoices are due Net 30 days from the date of invoice.
<b>Initial Period Rate Increase</b>	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
<b>Rate Increase</b>	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

## General Terms & Conditions

<b>Customer Satisfaction Guarantee</b>	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
<b>Statement of Work</b>	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
<b>Taxes</b>	The Service Fees and Billing amounts set forth above in this ClearGov Service Order <b>DO NOT</b> include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
<b>Term &amp; Termination</b>	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
<b>Auto-Renewal</b>	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an <b>"Annual Term"</b> ), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
<b>Agreement</b>	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: <a href="http://www.ClearGov.com/terms-and-conditions">http://www.ClearGov.com/terms-and-conditions</a> . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail.

Customer	
Signature	
Name	
Title	

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

**Please e-mail signed Service Order to [Orders@ClearGov.com](mailto:Orders@ClearGov.com) or Fax to (774) 759-3045**

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	

# Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

## ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
  - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
  - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
  - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
  - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

## Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
  - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
  - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

This ClearGov BCM Service Agreement (the **"Agreement"**) is made and entered into by and between ClearGov, Inc. (**"ClearGov"**), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a **"Party"** and collectively the **"Parties"**). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the **"ClearGov Service Order(s)"**). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

- 1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
  - 1.1) **"Account"** means an access point for the ClearGov Service that requires registration by the Customer.
  - 1.2) **"ClearGov API"** means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
  - 1.3) **"ClearGov Apps"** means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
  - 1.4) **"ClearGov Data"** means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
  - 1.5) **"ClearGov Service"** means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
  - 1.6) **"ClearGov Web Site"** means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
  - 1.7) **"Customer PDF"** means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
  - 1.8) **"Customer Data"** means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer.

Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

- 1.9) **"Customer State"** means the state, commonwealth or territory in which the Customer is located.
- 1.10) **"Customer Web Site"** means any Web site owned and operated by Customer.
- 1.11) **"Documentation"** means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) **"Sensitive Data"** means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
- 1.13) **"Software"** means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

## 2) Service Usage & Licenses.

- 2.1) **Account Password and Security.** Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
- 2.2) **ClearGov License.** Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
  - a) **Content Delivery.** Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
  - b) **Application Access.** Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
  - c) **API Access.** Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

## 3) Term and Termination.

- 3.1) **Term.** The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the **"Term"**).
- 3.2) **Termination.** This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
  - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice

thereof.

- b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.
- 3.3) **Obligations.** Upon expiration or termination of this Agreement:
  - a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
  - b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and
  - c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.
- 3.4) **Survival.** Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

#### 4) Fees and Billing.

- 4.1) **Fees.** Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) **Interest and Collections.** Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.
- 4.3) **Taxes.** Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

#### 5) Intellectual Property.

- 5.1) **General.** Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
- 5.2) **Data Ownership and License.**
  - a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data

as contemplated by this Agreement.

- b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.
- c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.
- 5.3) **Proprietary Rights Notice.** The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.
- 6) **Representations, Warranties, Indemnification and Liability.**
  - 6.1) **By ClearGov.** ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)



ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

- 6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.
- 6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.
- 6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a "**Claim**") arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.
- 6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.
- 6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS

ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

- 6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

## 7) Confidentiality.

- 7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.
- 7.3) The term "**Confidential Information**" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent



injunctive relief without the necessity of posting a bond.

**8) Miscellaneous.**

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.
- 8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by

arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

- 8.8) Modification. ClearGov shall have the right to modify this Agreement at any time by posting revised terms and conditions at the following URL: <http://www.ClearGov.com/terms-and-conditions>. Changes will be binding on the date they are posted. Continued use of the ClearGov Service will be considered acceptance by Customer of the then current Agreement.
- 8.9) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 8.10) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.
- 8.11) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.



*Mini-Brooks Exemption*

**Description**

North Carolina General Statute 143-64.32 allows local governments to exempt themselves from the mini-brooks act. In doing so, the local government can forgo the qualification based selection process and select the professional service provider it wishes as long as the fee is less than \$50,000. Pursuant to N.C.G.S 143-64.32, the Dare County Water department would like to contract with Quible and Associates for engineering services related to the Skyco nano-filtration expansion project. Quible's fee is \$28,800.

**Board Action Requested**

Approve the Mini-Brooks exemption resolution, approve the Quible Contract, and authorize the County Manager to sign both.

**Item Presenter**

Dustin Peele - Project and Procurement Manager

**RESOLUTION AUTHORIZING THE DARE COUNTY BOARD OF COMMISSIONERS  
TO EXEMPT THE COUNTY FROM THE MINI-BROOKS ACT  
PURSUANT TO G.S. 143-64.32**

**WHEREAS**, North Carolina General Statute 143-64.32 (often referred to as the "Mini-Brooks Act") requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee; and,

**WHEREAS**, Dare County proposes to enter into one or more contracts for engineering services with Quible and Associates to aid in the design and submission process for two (2) new HARN Nano-filtration train units at the Skyco Water Plant; and,

**WHEREAS**, North Carolina General Statute 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of North Carolina General Statute 143-64.32 if the estimated fee for any such service is less than \$50,000; and,

**NOW, THEREFORE BE IT RESOLVED**, by the Dare County Board of Commissioners that:

The above-described project is hereby made exempt from the provisions of North Carolina General Statute 143-64.32

This the 6<sup>th</sup> day of September, 2023.

COUNTY OF DARE, NORTH CAROLINA

\_\_\_\_\_  
Robert Woodard Sr., Chairman

[SEAL]

\_\_\_\_\_  
Skyler Foley, Clerk to the Board



**QUICK AUTHORIZATION FORM**

Company: **Quible & Associates P.C.**  
 Project: **Skyco WTP Nano Trains**

Authorization Order # 1  
 Project # P14009

To: **William Nash, Public Utility Director**  
 Name: **Dare County Utilities Department**  
 Address: **600 Mustian St**  
**Kill Devil Hills, NC 27948**

Authorization Date: August 9, 2023  
 Contract Date: TBD

*You are hereby authorized to perform the following tasks.*

**Description of Work**

**Cost Code:**

**Budgetary Estimate:**

1. Provide construction plans and specifications for addition of 2 nano treatment trains utilizing process engineering by Harn R/O.
2. Apply for necessary permits from PWS and County.
3. Observe construction as necessary to ensure compliance with design and permit, and subsequent engineering certification to PWS.

**hourly, NTE**

**\$28,800**

- Notes:
1. This scope may change depending on County requirements.
  2. Quible will bill hourly not to exceed the Estimated Fees without written authorization from Owner.
  3. This scope includes services by Quible only and does not include any subconsultant services. No electrical, plumbing, structural included.

*This authorization is limited to the items specifically listed above.*

**Estimated Fees**

**Total**

**\$28,800**

Previous Authorization  
 Amount of this Authorization  
 Running Total (Cumulative Auth.)

*The above not valid unless signed by both parties:*

N/A  
\$28,800  
\$28,800

The Contract Time will be UNCHANGED.  
 The completion date will be UNCHANGED

**Contractor - Quible & Associates, P.C.**

Signature:   
 Name: Michael W. Strader, Jr., P.E.  
 Title: Director of Engineering  
 Date: 8/9/2023

**Accepted by Client**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Agreement Conditions**

This is a performance Agreement. Parties, hereto, agree that payment for services shall be made based upon completion of tasks outlined under Scope of Services, and shall not be conditioned upon an event, such as securing a permit, or another event. Statements for services rendered, through the 25th day of each month, will be presented for payment on the first day of the subsequent month. Each monthly statement amount shall be due and payable on or before the 15th day on the invoice month. Any unpaid balance aged 30 days or more shall be subject to a service charge of 1.5% per month until paid in full, including the service charge. This Agreement becomes a contract for professional services rendered between Quible and Client with the signature of an authorized representative below. Either party may terminate this Agreement upon written notice. Services performed within five (5) days of receipt of termination notice shall be entitled to payment of said services. All files, documents, and original drawings, produced and generated by Quible, as required for the project, shall remain the property of Quible, with full copying and reproduction rights vested therein. Copies of all documents and drawings shall be issued, at the request of the Client, to the appropriate persons, corporations and agencies involved in the development of the project.



*Amendment to Capital Project Ordinance for Phase 1, 2, and 3 for EMS Projects*

**Description**

Please see the following Item Summary.

**Board Action Requested**

Adopt amendment to the Capital Project Ordinance.

**Item Presenter**

David Clawson, Finance Director

## **Item Summary: Amendment to Capital Project Ordinance for Phase 1, 2, and 3 for EMS Projects**

Following this Item Summary are:

- A listing of budget adjustments needed for the Phase 1 through 3 EMS & other projects;
- A budget summary showing the current budget for each of the projects; and
- The amendment to the capital project ordinance to make those changes.

The total amount budgeted for each of the current projects does not change. Adjustments are made to the existing Phase 2 budgets per the adopted FY 2024 CIP. The existing Phase 3 budgets are adjusted to zero per the adopted FY 2024 CIP.

The adjustments are for the following:

- Correct an error in the allocation of the Barnhill preconstruction fee between Phase 1 and Phase 2.
- Reduces the Barnhill guaranteed (GMP) for the Southern Shores project. The KDH demolition cost was included in the Southern Shores guaranteed maximum price.
- Moves the budget for the station alerting system installation to a separate budget line item for Southern Shores and Dare Medflight.
- Increases the Barnhill GMP for all three projects to add network wiring to the Barnhill scope of work. Network wiring line items are reduced.
- Adjusts a prior budget adjustment to the final actual for Dare Medflight, a decrease of \$222. The prior budget adjustment was for \$40,544 for unsuitable soils at the site.
- Eliminates architectural fees and reduces debt proceeds (revenue) for the Manteo & Frisco stations in Phase 2, and for the Rodanthe station in Phase 2.
- Budgets the architectural fee for the Phase 2 Kitty Hawk station, approved by the Board in a prior agenda item.

Board action requested is to adopt the amendment to the capital project ordinance.

EMS Projects Budgets

Catch-up Budget Adjustments for 9/6/2023

<u>Date</u>	<u>Reason</u>	<u>Project</u>	<u>Explanation</u>	<u>Type</u>	<u>Org</u>	<u>Object</u>	<u>Project</u>	<u>Increase</u>	<u>Decrease</u>	<u>Description</u>
2/23/2023	Barnhill precon fee	Phase 1 - DMF	County error between P1 & P2	Expense	615535	737500	60380		\$ 14,700	Precon fee
	Barnhill precon fee	Phase 1 - DMF	County error between P1 & P2	Expense	615535	750000	60380	\$ 14,700		Contingency
	Barnhill precon fee	Phase 2	County error between P1 & P2	Expense	615531	737500	60367	\$ 14,700		Precon fee
	Barnhill precon fee	Phase 2	County error between P1 & P2	Revenue	613090	470318	98737	\$ 14,700		Debt proceeds
2/6/2023	Barnhill change order #1	SS - EMS #4	KDH Building Demo included by Barnhill in SS GMP budget. KDH Demo already budgeted in	Expense	615531	737504	60381		\$ 61,382	GMP
	Barnhill change order #1	SS - EMS #4	Barnhill error correction - SAA	Expense	615531	750000	60381	\$ 61,382		Contingency
6/1/2023	Alertus System	SS - EMS #4	Move from network wiring to alerting	Expense	615531	737454	60381	\$ 84,999		Alerting
	Alertus System	SS - EMS #4	Move from network wiring to alerting	Expense	615531	737409	60381		\$ 84,999	Network wiring
	Alertus System	DMF - EMS #7	Move from network wiring to alerting	Expense	615535	737454	60380	\$100,000		Alerting
	Alertus System	DMF - EMS #7	Move from network wiring to alerting	Expense	615535	737409	60380		\$100,000	Network wiring
6/1/2023	Barnhill change order #2	KDH - EMS #1	GMP increase for change order #2	Expense	615531	737504	60382	\$ 28,176		GMP
	Barnhill change order #2	KDH - EMS #1	GMP increase for change order #2	Expense	615531	750000	60382		\$ 7,704	Contingency
	Barnhill change order #2	KDH - EMS #1	GMP increase for change order #2	Expense	615531	737409	60382		\$ 20,472	Network wiring
	Barnhill change order #2	SS - EMS #4	GMP increase for change order #2	Expense	615531	737504	60381	\$ 43,790		GMP
	Barnhill change order #2	SS - EMS #4	GMP increase for change order #2	Expense	615531	750000	60381		\$ 7,681	Contingency
	Barnhill change order #2	SS - EMS #4	GMP increase for change order #2	Expense	615531	737409	60381		\$ 36,109	Network wiring
	Barnhill change order #2	DMF - EMS #7	GMP increase for change order #2	Expense	615535	737504	60380	\$ 77,744		GMP
	Barnhill change order #2	DMF - EMS #7	GMP increase for change order #2	Expense	615535	750000	60380		\$ 18,782	Contingency
	Barnhill change order #2	DMF - EMS #7	GMP increase for change order #2	Expense	615535	737409	60380		\$ 40,000	Network wiring
	Barnhill change order #2	DMF - EMS #7	GMP increase for change order #2	Expense	615535	737526	60380		\$ 18,962	Fiber
5/18/2023	Barnhill CO to come	DMF - EMS #7	Adjustment for 5/18 budget for undercut & fill	Expense	615535	737504	60380		\$ 222	GMP
	Barnhill CO to come	DMF - EMS #7	Adjustment for 5/18 budget for undercut & fill	Expense	615535	750000	60380	\$ 222		Contingency
8/7/2023	FY2024 CIP changes	Phase 2	FY2024 CIP change for Manteo & Frisco	Expense	615531	710900	60367		\$130,204	Architect
	FY2024 CIP changes	Phase 2	FY2024 CIP change for Manteo & Frisco	Revenue	613090	470318	98737		\$130,204	Debt proceeds
8/7/2023	FY2024 CIP changes	Phase 3 to zero	FY2024 CIP change for Rodanthe	Expense	615531	710900	60368		\$332,932	Architect
	FY2024 CIP changes	Phase 3 to zero	FY2024 CIP change for Rodanthe	Revenue	613090	470318	98738		\$332,932	Debt proceeds
8/14/2023	FY2024 CIP changes	Phase 2	OCA contract for Kitty Hawk	Expense	615531	710900	60367	\$500,000		Architect
	FY2024 CIP changes	Phase 2	OCA contract for Kitty Hawk	Revenue	613090	470318	98737	\$500,000		Debt proceeds

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

60382 S Shores #4  
 60381 KD Hills #1  
 60380 Dare MedFlight #7

								<u>Total Project</u>					
								<u>Budget</u>					
								<u>2/6/2023B</u>	<u>3/6/2023</u>	<u>5/1/2023</u>	<u>5/10/2023</u>	<u>9/6/2023</u>	
										LOBs Sale	County Mngr	Catchup	
<b>Phase 1</b>													
613090	470318	98734	Debt proceeds -S23A LOBs	\$ 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				\$ 16,571,059	\$ 23,396,172	\$ 109,910	\$ -	\$ -				\$ 43,522,156	
615531	710900	60360	Architectural services	\$ (1,245,155)	\$ (1,837,274)	\$ -	\$ -	\$ -				\$ -	DMF #7
615531	710912	60360	Architect expenses	-	(10,000)	-	-	-				\$ -	
615531	710101	60360	Surveys & geotechnical	(59,536)	(39,401)	-	-	-				\$ -	
615531	737500	60360	CM at Risk preconstruction fee	(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	Network wiring	110,424	42,588	86,924	-	(140,000)				\$ 99,936	
615535	737454	60380	Alerting	-	-	-	-	100,000				\$ 100,000	
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	-	-	-	(18,962)				\$ 53,038	
615535	737520	60380	Fuel farm & pumps	226,500	-	-	-	-				\$ 226,500	
615535	750000	60380	Owner's contingency	263,288	(20,721)	(86,924)	(40,544)	(3,860)				\$ 111,239	
615535	737504	60380	Guaranteed maximum price	7,834,370	-	-	40,544	77,522				\$ 7,952,436	
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	-	-	(14,700)				\$ 40,824	\$ 9,561,089
615531	710900	60381	Architectural services	577,191	-	-	-	-				\$ 577,191	S Shores #4
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	Network wiring	106,362	48,750	82,861	-	(121,108)				\$ 116,865	
615531	737454	60381	Alerting	-	-	-	-	84,999				\$ 84,999	
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)	-	53,701				\$ 198,183	
615531	737504	60381	Guaranteed maximum price	7,342,647	-	-	-	(17,592)				\$ 7,325,055	
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	-	-	0				\$ 52,039	\$ 8,753,325
615531	737008	60382	Demolition	68,700	-	-	-	-				\$ 68,700	KDH #1
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	-	-	(20,472)				\$ 496,470	
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	-	-	(7,704)	\$	634,867					
615531	737504	60382	Guaranteed maximum price	-	20,612,812	-	-	28,176	\$	20,640,988					
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										\$ 16,571,059	\$ 23,396,172	\$ 109,910	\$ -	\$ -	\$ 43,522,156

<b>Phase 2</b>															
613090	470318	98737	Debt proceeds - S23B LOBs					\$	384,496	\$	1,376,724				
Total revenues										\$ -	\$ -	\$ -	\$ -	\$ 384,496	\$ 1,376,724
615531	710900	60367	Architectural services					\$	369,796	\$	1,035,128				
615531	710101	60367	Surveys & geotechnical						-		73,247				
615531	737500	60367	CM at Risk preconstruction fee						14,700		268,349				
Total expenditures										\$ -	\$ -	\$ -	\$ -	\$ 384,496	\$ 1,376,724

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

**County of Dare, North Carolina  
Capital Project Ordinance  
for  
Series 2023A LOBs  
and EMS Phase 2 and  
EMS Phase 3 Projects**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina, 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, 3/6/2023, 5/1/2023, and 5/10/2023 is hereby amended:

**Section 1** This amendment is to adjust the project budgets for various corrections, change orders, and changes per the fiscal year approved capital improvements plan as indicated on the following page.

**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 S2024A LOBs – Phase 2	613090-470318-98737	\$384,496	increase
Debt proceeds S2025A LOBs – Phase 3	613090-470318-98738	(\$332,932)	decrease

**Section 4** The following appropriations for **EMS Phase 2 & Phase 3** are changed as indicated:

Architectural services – Phase 2	615531-710900-60367	\$369,796	increase
Preconstruction fee – Phase 2	615531-737500-60367	\$14,700	increase
Architectural services – Phase 3	615531-710900-60368	(\$332,932)	decrease

**Section 5** The following appropriations for **Dare MedFlight Station #7** are changed as indicated:

Network wiring	615535-737409-60380	(\$140,000)	decrease
Station alerting & card security systems	615535-737454-60380	\$100,000	increase
Fiber	615535-737526-60380	(\$18,962)	decrease
Owner’s contingency	615535-750000-60380	(\$3,860)	decrease
Guaranteed maximum price	615535-737504-60380	\$77,522	increase
Preconstruction fee	615535-737500-60380	(\$14,700)	decrease

**Section 6** The following appropriations for **Southern Shores Station #7** are changed as indicated:

Network wiring	615531-737409-60381	(\$121,108)	decrease
Station alerting & card security systems	615531-737454-60381	\$84,999	increase
Owner’s contingency	615531-750000-60381	\$53,701	increase
Guaranteed maximum price	615531-737504-60381	(\$17,592)	decrease

**Section 7** The following appropriations for **kill Devil Hills Station #1** are changed as indicated:

Station alerting & card security systems	615531-737409-60382	(\$20,472)	decrease
Owner’s contingency	615531-750000-60382	(\$7,704)	decrease
Guaranteed maximum price	615531-737504-60382	\$28,176	increase

**Section 8** 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 all borrowed funds and non-arbitrage interest earnings may be used for any Phase 1 project or for 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 9** The Finance Officer is directed to report the financial status of the project as a part of the

normal ongoing financial reporting process.

Section 10 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 6<sup>th</sup> day of September, 2023.

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

[SEAL]

\_\_\_\_\_  
Skyler Foley, Clerk to the Board of Commissioner



*Professional Services Agreement for the Kitty Hawk EMS Station*

**Description**

Oakley Collier Architects has provided a Professional Service Contract in the amount of \$500,000 for the new construction of the Kitty Hawk EMS station. These professional services will include all architectural and engineering services, site surveying, reporting, and construction administration.

**Board Action Requested**

Approve the Professional Service Contract and authorize the County Manager to sign.

**Item Presenter**

Dustin Peele - Project and Procurement Manager

# AIA® Document B221™ – 2018

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

**SERVICE ORDER** number 7 made as of the 25th day of July in the year 2023

**BETWEEN** the Owner:

Dare County  
PO Box 1000  
Manteo, NC 27954

and the Architect:

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

for the following **PROJECT**:

Dare County Long Term Facility CIP MASTER Project # 21032  
Project # 22040  
Dare County EMS Station 9 Kitty Hawk.

### **THE SERVICE AGREEMENT**

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

form a Service Agreement.

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

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

Init.

AIA Document B221 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 11:35:17 ET on 07/26/2023 under Order No.4104241437 which expires on 04/08/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1934123874)

**TABLE OF ARTICLES**

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

**ARTICLE 1 INITIAL INFORMATION**

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

See Attached Proposal Dated 07.24.2023

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

**ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER**

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

**§ 2.1.1 Basic Services**

*(Paragraph deleted)*

Provide design services for the Emergency Medical Services Facility No 9.

**§ 2.1.2 Additional Services**

*(Paragraph deleted)*

See Master Service Agreement

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

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

- .1 Commencement of construction date:

TBD

- .2 Substantial Completion date:

TBD

**ARTICLE 4 COMPENSATION**

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

Init.

AIA Document B221 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 11:35:17 ET on 07/26/2023 under Order No.4104241437 which expires on 04/08/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1934123874)

.1 Stipulated Sum

*(Paragraphs deleted)*

\$500,000.00.

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

*(Paragraph deleted)*

Ten (10%) of the estimated cost.

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

N/A

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

**ARTICLE 5 INSURANCE**

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

See attached COI.

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

*(Paragraph deleted)*

Coverage	Limits
N/A	N/A

**ARTICLE 6 PARTY REPRESENTATIVES**

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

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

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

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

**ARTICLE 7 ATTACHMENTS AND EXHIBITS**

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

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

Init.

AIA Document B221 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 11:35:17 ET on 07/26/2023 under Order No.4104241437 which expires on 04/08/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1934123874)

.2 Other documents:

*(Paragraphs deleted)*

Certificate of Insurance  
Proposal Dated 07.24.23

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



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

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

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

\_\_\_\_\_  
Timothy Oakley Principal

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

Init.

AIA Document B221 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 11:35:17 ET on 07/26/2023 under Order No.4104241437 which expires on 04/08/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1934123874)



# Additions and Deletions Report for AIA® Document B221™ – 2018

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:35:17 ET on 07/26/2023.

## PAGE 1

**SERVICE ORDER** number 7 made as of the 25th day of July in the year 2023  
(In words, indicate day, month, and year.)

...

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

Dare County  
PO Box 1000  
Manteo, NC 27954

...

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

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

...

*(Name, location, and detailed description)*

Dare County Long Term Facility CIP MASTER Project # 21032  
Project # 22040  
Dare County EMS Station 9 Kitty Hawk.

...

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

## PAGE 2

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

See Attached Proposal Dated 07.24.2023

...

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

Provide design services for the Emergency Medical Services Facility No 9.

Additions and Deletions Report for AIA Document B221 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 11:35:17 ET on 07/26/2023 under Order No.4104241437 which expires on 04/08/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1934123874)

...

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

See Master Service Agreement

...

TBD

.2 Substantial Completion date:

TBD

PAGE 3

*(Insert amount)*

~~.2~~ Percentage Basis

~~\_\_\_\_\_~~ *(Insert percentage value)*

~~\_\_\_\_\_~~ ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

~~.3~~ Other

~~\_\_\_\_\_~~ *(Describe the method of compensation)*

\$500,000.00.

...

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

Ten (10%) of the estimated cost.

...

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

N/A

...

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

See attached COI.

...

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

...

N/A

N/A

...

~~(List name, address, and other information.)~~

Robert Outten, David Clawson, Dustin Peele

Dare County

PO Box 1000

Manteo, NC 27954

Telephone Number: (252) 475-5731

Email: davec@darenc.com, dustin.peele@darenc.com, outten@darenc.com

...

~~(List name, address, and other information.)~~

Timothy Oakley, Ann Collier

Oakley Collier Architects, PA

109 Candlewood Road

Rocky Mount, NC 27804

Telephone Number: (252) 937-2500

Email: toakley@oakleycollier.com, acollier@oakleycollier.com

**PAGE 4**

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

~~3 Other documents:  
— (List other documents, if any, including additional scopes of service forming part of this Service Order.) Certificate of Insurance  
Proposal Dated 07.24.23~~

...

\_\_\_\_\_  
Timothy Oakley Principal

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, TIMOTHY D OAKLEY, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:35:17 ET on 07/26/2023 under Order No. 4104241437 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B221™ – 2018, Service Order for use with Master Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



---

*(Signed)*

Principal

---

*(Title)*

07/25/2023

---

*(Dated)*



July 24, 2023

Dustin Peele, Special Projects & Purchasing Manager  
Dare County  
PO Box 1000  
Manteo, NC 27954

Re: Revised Fee Proposal for A/E Services  
Kitty Hawk EMS No. 9

Dear Dustin,

We are excited about working with Dare County and this opportunity to provide design services for your Emergency Medical Services Facility No. 9. We have prepared this proposal for design services for your review and consideration, along with our understanding of the project requirements.

#### **PROJECT PARAMETERS**

- The project consists of a new facility to house Dare County Emergency Medical Services and a single fire department apparatus bay for Kitty Hawk Fire Department.
- The facility will be based on the station No. 4 design with modifications for this location.
- The site will be located on two lots along Highway 158 currently owned by the Town of Kitty Hawk.
- The site will need to have appropriate vehicular circulation to allow for daily work flow and emergency vehicle ingress/egress.
- The building shall be a minimum of 2 feet above the base flood elevation.

#### **PROFESSIONAL FEES – BASIC SERVICES**

Our proposed professional fees shall include all architectural and engineering services, inclusive of topographical survey and geotechnical reports, required for the project: Architectural, Civil Engineering, Structural Engineering, Plumbing, Mechanical, & Electrical Engineering, & Fire Protection Engineering.

OCA shall provide the following design and documentation services, inclusive of all architectural and engineering disciplines listed above:

##### ***Schematic Design***

- Oakley Collier Architects will provide full schematic design services to include, but not limited to the following:
  - Preliminary Floor Plan sketches
  - Preliminary Front Elevation sketches
  - Project Budget Estimates
  - Submission to Owner for review and approval prior to advancing to

## Design Development

### ***Design Development***

- Oakley Collier Architects will provide full design development services to include, but not limited to the following:
  - Further Floor Plan Development
  - Complete Exterior Elevations
  - Develop Engineering Designs
    - Civil, Structural, Plumbing, Mechanical, Electrical & Fire Protection
  - Update Project Budget Estimates
  - Submission to Owner for review and approval prior to advancing to Construction Documents

### ***Construction Documents***

- Oakley Collier Architects will provide full construction document design services to include, but not limited to the following:
  - Produce final Architectural Construction plans & details for bidding
  - Produce final Engineering plans & details for bidding
  - Produce Specification Manual for bidding
  - Finalize Project budget
  - Submit final plans to regulatory review agencies for review & approval
  - Submission to Owner for review and approval prior to advancing to Bidding and Negotiation

### ***Bidding and Negotiation***

- Oakley Collier Architects will provide full bidding / negotiation services to include, but not limited to the following:
  - Assist Owner and Construction Manager in soliciting bids
  - Distribute bidding documents to interested parties
  - Participate in Pre-Bid Conference
  - Respond to Bidder questions as required during bid process
  - Participate in Public Bid Opening
  - Analyze construction bids

### ***Construction Administration***

- Oakley Collier Architects will provide full construction administration services to include, but not limited to the following:
  - Provide architectural on-site observation as required during construction
  - Provide engineering (via consultants) on-site observation as required for specific engineering discipline
  - Prepare written documentation of on-site observations, with photographs
  - Conduct monthly job progress meetings with Contractor & Owner
  - Review shop drawings
  - Provide on-going communication with General Contractor to facilitate project needs
  - Collect data for Owner selection of finishes

- Review Contractor’s application for payment
- Review and process change orders, as required
- Conduct preliminary & final walk through at project completion
- Coordinate project close-out documentation

For the Architectural and Engineering work described above, **we propose a professional fee of \$500,000.00.** Reimbursable expenses shall be billed as incurred and include, but are not limited to, the following:

- Mileage & associated travel costs
- Printing, reproductions, plots & copies
- Postage and handling
- Renderings, models, professional photography and presentation materials

The following items are not included under this proposal and shall be provided by others:

- Legal notices / Bid advertising
- Regulatory permit fees
- Special Inspections
- Materials Testing

**PROJECT SCHEDULE**

We propose the following project schedule for consideration:

Schematic Design	3 weeks
Design Development	4 weeks
Construction Documents	4 weeks
Bidding	TBD
Construction	TBD

The times above are the required time to produce the necessary construction documentation and the time to construct the building. Additional time shall be required for Owner review and regulatory approvals. These reviews could add an additional 8-10 weeks to the schedule.

**DESIGN TEAM**

The following consultants are proposed:

Civil Engineering:	Quible Associates
Structural Engineering:	Scalene Design
MEP & FP Engineering:	Atlantec Engineers

We hope that this proposal will meet with your approval and look forward to working with you and Dare County. Once this proposal is approved by the Board of Commissioners, we will prepare a standard AIA Service Order (AIA B221) for use with the Master Agreement.

Dustin, we look forward to continuing to work with you and Dare County on this project. Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy D. Oakley". The signature is fluid and cursive, with the first name "Timothy" and last name "Oakley" clearly distinguishable.

Timothy D. Oakley, AIA, LEED AP







***Budget Amendment and Capital Project Ordinance for Dare County Schools for First Flight Elementary and Middle Schools***

**Description**

This item is for a budget amendment and capital project ordinance to fund to Dare County Schools the cost of a remediation and HVAC contract for First Flight Elementary School and First Flight Middle School at \$932,754.

The source is appropriated fund balance of the General Fund.

Unassigned fund balance at 6/30/2023 is estimated to be \$11 million over a target of 25% of General Fund revenue.

\$1 million was used for teacher housing with the Dare Educational Foundation.

\$6 million was used for the fiscal year 2024-28 capital improvements plan.

~\$4 million remains before this agenda item.

**Board Action Requested**

Adopt the budget amendment for the General Fund and adopt the capital project ordinance for the School Capital Projects Fund.

**Item Presenter**

David Clawson, Finance Director & Bobby Outten, County Manager

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2023-2024

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Dare County Schools/Transfers					
<u>Revenues:</u>					
Appropriated fund balance	103090	499900		\$932,754	
<u>Expenditures:</u>					
Transfer to School Capital Projects Fund.	104925	596300		\$932,754	

Explanation:

Transfer to School Capital Projects Fund for remediation & HVAC contract for First Flight Elementary School and First Flight Middle School.

**Approved by:**

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

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

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

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

*Finance only:*

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

**County of Dare, North Carolina**  
**Capital Project Ordinance**  
**for**  
**First Flight Elementary and First Flight Middle Schools**

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

Section 1 This ordinance is to establish a budget to fund a remediation and HVAC systems contract for the Dare County Schools for First Flight Elementary School and First Flight Middle School.

Section 2 The following budget shall be conducted within the Schools Capital Projects Fund (fund #63).

Section 3 The following amount is appropriated for the project:

FFES & FFMS Remediation & HVAC	635675-711512-60369	\$932,754
--------------------------------	---------------------	-----------

Section 4 The following revenue is anticipated to be available to complete the project:

Transfer from General Fund	633090-491000-60369	\$932,754
----------------------------	---------------------	-----------

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

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

Adopted this 6<sup>th</sup> day of September, 2023

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

[SEAL]

\_\_\_\_\_  
Skyler Foley, Clerk to the Board of Commissioners



*Budget Amendment for the School Capital Investment Fund and Oakley Collier Contract*

**Description**

The budget amendment addresses two items:

To withdraw \$50,000 of State Lottery funds for existing school debt service.

To budget \$42,800 for Oakley Collier to perform a needs assessment & cost estimate for the Early College buildings (Old COA Russell Twiford campus site).

The attached contract is for the same Needs Assessment & Cost Estimate. It is a Service Order to the existing master contract with OCA.

**Board Action Requested**

Adopt the budget amendment and approve the Oakley Collier contract.

**Item Presenter**

David Clawson, Finance Director

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2023-2024

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
School Capital Investment Fund					
<u>Revenues:</u>					
Lottery Funds for existing debt service	193025	422005		\$50,000	
<u>Expenditures:</u>					
Fund contingency	194675	550000		\$7,200	
Architect needs assessment for Early College Buildings	194675	710910		\$42,800	

Explanation:

- 1) To withdraw Lottey funds for existing debt service and increase CIF fund balance.
- 2) To budget for a needs assessment study for the Early College buildings to be performed by Oakley Collie.

**Approved by:**

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

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

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

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

*Finance only:*

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

August 23, 2023



Dustin Peele, Special Projects & Procurement Manager  
Dare County Administration  
PO Box 1000  
Manteo, NC 27954

RE: Dare County College of Albemarle Early College Feasibility Study

Dear Dustin:

Thank you for selecting our firm to provide the architectural design services required for the Facilities Condition Assessment. We are excited to begin this project and look forward to working with you and County Staff as we develop the plan for Dare County. It is with pleasure that we submit this proposal for professional fees for your review and consideration.

Per our conversation, we understand that the overall scope of the work will include analysis of the existing County owned facility that will be used for the Early College. We further understand your staff will make available any existing plans, reports, maintenance information, etc. on existing facilities. Also, staff will be available for meeting and discussing the facility to be reviewed and share any knowledge of current conditions. We have evaluated the specific work involved in analyzing your existing building and preparing a Facilities Condition Assessment and offer the following scope of services for your review and approval:

**Existing Facility: Scope of work**

- Report preparation of existing building conditions, including site visit(s) to review your existing facilities;
- Analysis of architectural issues, to include (but are not limited to) accessibility & ADA requirements; functionality of existing space layouts; interior circulation patterns, conditions of existing finishes; (security, sound, location, etc.), suitability for Early College use;
- Analysis of existing structure;
- Analysis of existing Mechanical, Electrical & Plumbing systems
- Analysis of existing exterior Building materials, to include (but are not limited to) walls, windows, roof, etc.;
- Analysis of existing site circulation patterns, including (but not limited to) points of entry to the site and building; parking assessment for both number of spaces and layout; etc.;
- Existing wayfinding, interior and exterior.

**Facility Report**

- Program from Early College;
- Diagrammatic Floor Plans of the building;
- Estimated costs of construction for all repairs/improvements



**Deliverables/Meetings Required/Presentation:**

- Meetings with County Staff (as required to collect pertinent information);
- Includes (2) meetings to review findings & present findings to County Staff;
- Comprehensive document outlining findings (electronic);

**Timeline**

It is anticipated that the Field Investigation and Due Diligence phase of the project shall require two (2) weeks. The Reporting Phase and Presentation shall require an additional thirty (30) days to complete. We would anticipate beginning work in September and final presentation late October 2023.

**Fees**

Using the scope of work as a basis for the Facilities Condition Assessment, we propose the following fee for professional services:

**Facilities Condition Assessment: \$42,850.00**

The professional fees above shall include the Civil, Structural, Architectural, Mechanical, and Electrical Engineers necessary to complete the Assessment.

This fee does not include any destructive or intrusive testing and repair. Should any facility contain suspected hazardous material, the testing of material shall be billed at cost. Additionally, should this review process reveal any significant structural/roof deficiencies, this fee does not include design solutions for their correction. This fee does include project-associated reimbursable expenses, ie mileage, lodging, sustenance, prints, copies, etc.

Dustin, I hope this proposal will meet with the County's approval. Please do not hesitate to contact me should you have any questions or concerns. We are ready to begin immediately. We look forward to continuing our relationship with you and Dare County. Upon approval of this proposal, please sign and return the attached Professional Services Contract for the County.

Sincerely,

A handwritten signature in black ink that reads "Timothy D. Oakley". The signature is fluid and cursive, with the first name being the most prominent.

Timothy D. Oakley, AIA, LEED AP  
Oakley Collier Architects, PA





# AIA® Document B221™ – 2018

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

**SERVICE ORDER** number 8 made as of the 23rd day of August in the year 2023

*(Paragraph deleted)*

**BETWEEN** the Owner:

Dare County  
PO Box 1000  
Manteo, NC 27954

and the Architect:

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

for the following **PROJECT**:

Dare County College of Albemarle Early College Feasibility Study Project # 23030

### THE SERVICE AGREEMENT

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

form a Service Agreement.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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

Init.

AIA Document B221 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:21:06 ET on 08/23/2023 under Order No.4104241437 which expires on 04/08/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(1279413060)

**TABLE OF ARTICLES**

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

**ARTICLE 1 INITIAL INFORMATION**

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

*(Paragraphs deleted)*

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

**ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER**

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

**§ 2.1.1 Basic Services**

*(Paragraph deleted)*

The scope of the work will include analysis of the existing County owned facility that will be used for the Early College. See attached proposal dated 08/23/2023.

**§ 2.1.2 Additional Services**

*(Paragraph deleted)*

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

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

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

- .1 Commencement of construction date:

TBD.

- .2 Substantial Completion date:

TBD.

**ARTICLE 4 COMPENSATION**

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

- .1 Stipulated Sum

Init.

(Paragraphs deleted)

\$42,850.00

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

(Paragraph deleted)

Ten (10%) of the estimate cost.

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

(Paragraph deleted)

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

#### ARTICLE 5 INSURANCE

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

See attached COI.

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

(Paragraph deleted)

Coverage	Limits
N/A	N/A

#### ARTICLE 6 PARTY REPRESENTATIVES

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

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

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

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

#### ARTICLE 7 ATTACHMENTS AND EXHIBITS

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

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

(Paragraphs deleted)

- .3 Other documents:

Certificate of Insurance

Init.

AIA Document B221 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:21:06 ET on 08/23/2023 under Order No.4104241437 which expires on 04/08/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [docinfo@aiacontracts.com](mailto:docinfo@aiacontracts.com).

User Notes:

(1279413060)

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



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

Robert Outten County Manager  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT (Signature)**

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

Init.

AIA Document B221 – 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:21:06 ET on 08/23/2023 under Order No.4104241437 which expires on 04/08/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.  
**User Notes:**

(1279413060)

# Additions and Deletions Report for AIA® Document B221™ – 2018

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:21:06 ET on 08/23/2023.

## PAGE 1

**SERVICE ORDER** number 8 made as of the 23rd day of August in the year 2023  
*(In words, indicate day, month, and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address, and other information)*

Dare County  
PO Box 1000  
Manteo, NC 27954

...

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

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

...

*(Name, location, and detailed description)*  
Dare County College of Albemarle Early College Feasibility Study Project # 23030

...

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

## PAGE 2

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

...

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

The scope of the work will include analysis of the existing County owned facility that will be used for the Early College. See attached proposal dated 08/23/2023.

...

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

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

...

TBD.

...

TBD.

...

*(Insert amount)*

.2 — Percentage Basis

— *(Insert percentage value)*

— ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

.3 — Other

— *(Describe the method of compensation)*

\$42,850.00

PAGE 3

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

Ten (10%) of the estimate cost.

...

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

...

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

See attached COI.

...

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

...

N/A

N/A

...

*(List name, address, and other information.)*

Robert Outten, David Clawson, Dustin Peele

Po Box 1000

Manteo, NC 27954

Telephone Number: 252-475-5731

Email: [davec@darenc.com](mailto:davec@darenc.com), [dustin.peele@darenc.com](mailto:dustin.peele@darenc.com), [outten@darenc.com](mailto:outten@darenc.com)

...

*(List name, address, and other information.)*

Timothy Oakley, Ann Collier

109 Candlewood Road

Rocky Mount, NC 27804

Telephone Number: 252-937-2500

Email: [toakley@oakleycollier.com](mailto:toakley@oakleycollier.com), [acollier@oakleycollier.com](mailto:acollier@oakleycollier.com)

...

.2 Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement.)*

...

*(List other documents, if any, including additional scopes of service forming part of this Service Order.)*

Certificate of Insurance

**PAGE 4**

Robert Outten County Manager

Timothy Oakley Principal

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:21:06 ET on 08/23/2023 under Order No. 4104241437 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B221™ – 2018, Service Order for use with Master Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



\_\_\_\_\_  
(Signed)

Principal

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

08/23/2023

\_\_\_\_\_  
(Dated)



August 23, 2023



Dustin Peele, Special Projects & Procurement Manager  
Dare County Administration  
PO Box 1000  
Manteo, NC 27954

RE: Dare County College of Albemarle Early College Feasibility Study

Dear Dustin:

Thank you for selecting our firm to provide the architectural design services required for the Facilities Condition Assessment. We are excited to begin this project and look forward to working with you and County Staff as we develop the plan for Dare County. It is with pleasure that we submit this proposal for professional fees for your review and consideration.

Per our conversation, we understand that the overall scope of the work will include analysis of the existing County owned facility that will be used for the Early College. We further understand your staff will make available any existing plans, reports, maintenance information, etc. on existing facilities. Also, staff will be available for meeting and discussing the facility to be reviewed and share any knowledge of current conditions. We have evaluated the specific work involved in analyzing your existing building and preparing a Facilities Condition Assessment and offer the following scope of services for your review and approval:

**Existing Facility: Scope of work**

- Report preparation of existing building conditions, including site visit(s) to review your existing facilities;
- Analysis of architectural issues, to include (but are not limited to) accessibility & ADA requirements; functionality of existing space layouts; interior circulation patterns, conditions of existing finishes; (security, sound, location, etc.), suitability for Early College use;
- Analysis of existing structure;
- Analysis of existing Mechanical, Electrical & Plumbing systems
- Analysis of existing exterior Building materials, to include (but are not limited to) walls, windows, roof, etc.;
- Analysis of existing site circulation patterns, including (but not limited to) points of entry to the site and building; parking assessment for both number of spaces and layout; etc.;
- Existing wayfinding, interior and exterior.

**Facility Report**

- Program from Early College;
- Diagrammatic Floor Plans of the building;
- Estimated costs of construction for all repairs/improvements



**Deliverables/Meetings Required/Presentation:**

- Meetings with County Staff (as required to collect pertinent information);
- Includes (2) meetings to review findings & present findings to County Staff;
- Comprehensive document outlining findings (electronic);

**Timeline**

It is anticipated that the Field Investigation and Due Diligence phase of the project shall require two (2) weeks. The Reporting Phase and Presentation shall require an additional thirty (30) days to complete. We would anticipate beginning work in September and final presentation late October 2023.

**Fees**

Using the scope of work as a basis for the Facilities Condition Assessment, we propose the following fee for professional services:

**Facilities Condition Assessment: \$42,850.00**

The professional fees above shall include the Civil, Structural, Architectural, Mechanical, and Electrical Engineers necessary to complete the Assessment.

This fee does not include any destructive or intrusive testing and repair. Should any facility contain suspected hazardous material, the testing of material shall be billed at cost. Additionally, should this review process reveal any significant structural/roof deficiencies, this fee does not include design solutions for their correction. This fee does include project-associated reimbursable expenses, ie mileage, lodging, sustenance, prints, copies, etc.

Dustin, I hope this proposal will meet with the County's approval. Please do not hesitate to contact me should you have any questions or concerns. We are ready to begin immediately. We look forward to continuing our relationship with you and Dare County. Upon approval of this proposal, please sign and return the attached Professional Services Contract for the County.

Sincerely,

A handwritten signature in black ink that reads "Timothy D. Oakley". The signature is written in a cursive, flowing style.

Timothy D. Oakley, AIA, LEED AP  
Oakley Collier Architects, PA



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/04/2023

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

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

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

**COVERAGES****CERTIFICATE NUMBER:** 23/24 All Lines Renewal**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0003333	04/19/2023	04/19/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001740	04/19/2023	04/19/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist	\$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0001959	04/19/2023	04/19/2024	COMBINED SINGLE LIMIT EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PSW0002542	04/19/2023	04/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability			AEX100675-0007	04/19/2023	04/19/2024	Per Claim	\$2,000,000
							Aggregate	\$2,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



*Consent Agenda*

**Description**

See Attached Summary

**Board Action Requested**

Approval

**Item Presenter**

Robert Outten, County Manager

## Consent Agenda Summary

1. Approval of Minutes (August 7th)
2. Tax Collector's Report
3. DHHS - Health Resolution to Direct Expenditure of Opioid Settlement Fund
4. DHHS - Social Services Medicaid Expansion Budget Amendment
5. DHHS - Public Health Division State Funding for Public Health Infrastructure-  
Local Workforce Development
6. Budget Amendment and Sole Source Purchase Approval for Emergency  
Management
7. Amendment to Capital Project Ordinance for FY 2024 Capital Improvement Plan  
(error correction)
8. Board of Commissioners In-County Travel Stipend
9. ESRI Small Government Enterprise Licenses



*Approval of Minutes*

**Description**

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

**Board Action Requested**

Approve Previous Minutes

**Item Presenter**

Robert Outten, County Manager



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

---

## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

**9:00 a.m., August 7, 2023**

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

Commissioners absent: none

Others present: County Manager/Attorney, Robert Outten  
Deputy County Manager/Finance Director, David Clawson  
Master Public Information Officer, Dorothy Hester  
Clerk, Skyler Foley

**A full and complete account of the entire Board of Commissioners meeting is archived on a video that is available for viewing on the Dare County website [www.darenc.gov](http://www.darenc.gov).**

At 9:03 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Cherri Wheeler to share a prayer, and then he led the Pledge of Allegiance to the flag.

Chairman Woodard administered an oath to Skyler Foley, who was sworn in as Clerk to Board.

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

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

- Recognized the passing of Jack Shea, a fellow board member. He discussed many of the achievements Mr. Shea accomplished throughout his lifetime.
- Presented Suzanne Tate and James Melvin with Certificates of Appreciation in recognition of the best-selling children’s “Nature Series” of books the pair have created together over the past three decades.

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

- 1) Margaret Lee received a 15-year pin.
- 2) Amy Crawford received a 20-year pin.
- 3) Jeffrey Ambrose received a 20-year pin.

**ITEM 3 – EMPLOYEE OF THE MONTH – August, 2023**

Norma Miranda received the Employee of the Month award from Roxanna Ballinger who described the many ways that Norma Miranda is an asset to the Health & Human Services Department.

**ITEM 4 – PUBLIC COMMENTS**

At 9:32 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. *Following is a summary of citizen remarks from Manteo.*

1. Ronald Williams spoke against the proposed cluster home and stated that is located on a very narrow strip of property. He presented the Board with a ten-page petition of individual signatures that are against the development.
2. Donald Taylor spoke against the proposed cluster home and expressed that it is being proposed on a narrow strip of land. Explained that the neighbors on Kitty Lane are already visible and feels that it will be too crowded once seven additional homes and a road get constructed in between.
3. Jim Schultz spoke against the proposed cluster home and stated that it is being proposed on a narrow, long strip of land. He also explained that there is no entrance from the east side due to a canal and feels there is no space for guest vehicles. Expressed that the proposed development by Mr. Stowe does not fit the parcel and is too much construction.
4. Chris Hanbarger stated that he is against the proposed cluster home and echoed the previous comments. Expressed that he is concerned about the elevation, flooding, and wastewater.
5. Ray Meekins stated that he was reserving comments for the Quasi-Judicial hearing.
6. Basil Hooper spoke against the proposed cluster home development and expressed his concerns about the traffic, lack of sidewalks, ingress & egress capabilities, and safety issues with emergency vehicle apparatus having access.
7. Donna Creef, Government Affairs Director for OBAR, presented a “Resolution in Support of the National Flood Insurance Reauthorization and Reform Act of 2023” that the Outer Banks Association of Realtors recently adopted.

*The following comments were made in Buxton – There were no comments made in Buxton*

The County Manager closed Public Comments at 9:49 a.m.

**ITEM 5– PUBLIC HEARING DARE COUNTY ORDINANCES S-13 AND S-14 (Att.#1)**

At 9:50 a.m. the Board held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which may be viewed in their entirety in a video on the County website:

*The following comments were made in Manteo – There were no comments made in Manteo*

*The following comments were made in Buxton – There were no comments made in Buxton*



The County Manager closed the Public Hearing at 9:50 a.m.

**MOTION**

Vice Chairman Overman motioned to adopt the resolution to adopt the Dare County Ordinance supplements numbered S-13 and S-14.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**MOTION**

Commissioner House made a motion to amended the resolution to remove the word “Deputy” from “Skyler Foley, Deputy Clerk to the Board.”

VOTE: AYES unanimous

**ITEM 6 – WILLIAM DAVID STOWE CLUSTER HOME DEVELOPMENT – SPECIAL USE PERMIT APPLICATION #5-2023**

This agenda item was handled as a quasi-judicial proceeding. Planning Director Noah Gillam, William David Stowe (applicant, Mark Bissell (engineer, and David Dixon (attorney, were all duly sworn by the Clerk before offering any testimony.

Mr. Outten stated that the Cluster Home Ordinance has been repealed from the area where the cluster home is proposed, although the application was submitted prior to the repeal which allows the applicant to move forward with the ordinance that was previously enforced.

Mr. Outten asked if there was anyone else that would like to present evidence. Ray Meekins was duly sworn in by the Clerk.

Mr. Gillam provided the Board with a staff memo and an evidence packet that included details concerning the SUP application for Parcel No. 014690002, along with the Fire Marshal’s comments, a floor and site plan, and other additional details.

Commissioner Ross asked Mr. Gillam if there are any conditions implemented to the vegetative buffers on the north and south property lines. Mr. Gillam responded that vegetative buffers are not required by the ordinance and there are no conditions drafted on the SUP at this moment, but it can be added.

Vice-Chairman Overman asked Mr. Gillam for clarification on the initial verbiage that states the separation of the units being 24-feet and then in subsequent it states 15-feet. Mr. Gillam answered that the requirement of the ordinance is that the dwellings are separated by 15-feet but Mr. Stowe has increased that separation to 24-feet exceeding the requirement of the ordinance.

Mr. David Dixon (attorney on behalf of Mr. Stowe asked Mr. Gillam the following questions. Mr. Gillam’s responses are italicized in bold following the questions.

1. Have all the terms and conditions of the special use permit been met? – ***As far as the site plan goes, yes.***
2. Are there any other things showing that the special use permit has not been met? – ***At this time, no sir.***

3. At this time, is the vegetation that the commissioner had pointed out, has that been added even though it is not required? - **Yes Sir.**
4. I believe some extra parking was added even though it is not required? – **Yes sir.**

Mr. Krause Gray (attorney that represented Mr. & Mrs. James Coleman) asked Mr. Gillam the following questions. Mr. Gillam's responses are italicized in bold following the question.

1. You indicated that the square footage of this project is 68,963 square feet? – **Yes sir.**
2. What is the lot coverage based on 68,963 square feet as delineated on the site plan if you remember? – **He would be allowed up to 30% lot coverage.**
3. It was something like 29.63% or something in that range, correct? – **Yes sir.**

Commissioner Bateman asked for clarification on whether or not if there is a ten-foot buffer on the site plan. Mr. Gillam stated that he believes that there is a vegetative buffer on the north and south property boundaries. Commissioners Bateman believes that there needs to be a large barrier such as Russian Olives.

Mr. Outten asked Mr. Gillam if we had a definition in other places within the ordinance for vegetative buffers that we could use as the definition in this case. Mr. Gillam stated that there are some zoning districts that have vegetative buffer language when a commercial use abuts a residential property, but not specifically in the R-2A zoning district or in the Cluster Home Ordinance. Mr. Gillam explained that the definition is typically five-feet of vegetation or some type of opaque screening or fencing.

Commissioner Ross inquired where the five-foot vegetative buffer on the site plan came from. Mr. Gillam explained that the applicant and Mr. Bissell proposed that on their own. Mr. Gillam then clarified that the five-foot buffer is width, not height.

Vice-Chairman Overman inquired about the ingress and egress of an emergency vehicle apparatus and wanted to ensure that the Fire Marshal approved it. Mr. Gillam stated that on the east end of the property adjacent to the last house there is an area for emergency vehicle apparatus to turn around and that the Fire Marshall has signed off on the proposed construction.

Mr. Bissell (engineer representing Mr. Stowe) approached the podium to address the Board. His comments are exhibited below:

- Believes the project is an appropriate use and there is an appropriated amount of density for the site.
- The property has adequate access from the existing road and has greater than 120-feet of width at the west end.
- On the north side, within the same length of roadway, there are six exiting lots. On the south side, within the same length of roadway, there are eight exiting lots.
- Seven lots are being proposed which is right in between which makes it roughly the same density as the adjacent development on both sides.
- From a traffic standpoint DOT figured ten trips per day per a standard single-family home. When you spread those out within a typical twelve-hour day you've got maybe one trip for every ten to eleven minutes.

- Provided a guest parking space for each of the units so there will not be parking blocking the road.
- The property is only about a couple of blocks from the existing elevating tank which allows there to be adequate water for fighting fires.
- There is a 20-foot road being proposed with a fire truck turnaround that's designed in accordance with the North Carolina Fire Code.
- A Bed-Type Wastewater System for each unit has been proposed so there is adequate wastewater treatment performed in a smaller footprint. Which allows preservation of vegetation behind the units and the property lines.
- The project does meet all of the requirements of the zoning ordinance of section 22-31.1. and all of the SUP conditions have been met and they are all reasonable and appropriate.
- Buffers are being provided, but on the north side due to the sites configuration there is ten-feet available between the edge of the pavement and the northern property line. They have designed the road so that all the drainage is too the south. On the north side there is a five-foot shoulder for the road and the water line. This then gives the ability to have a vegetative buffer within the remaining five-foot buffer.

Commissioner Ross asked for clarification on what the 2WL stands for that shown on the site plan across the northern property line. Mr. Bissell explained that it represents a two-inch water line. Mr. Bissel further explained that there is a proposed eight-inch water line that comes into the site up to the location of a proposed fire hydrant that will provide fire protection for the development and then once you get beyond that hydrant the water line reduces to two-inch positions providing only domestic service at that point.

Commissioner House asked Mr. Bissell if the fire hydrant that is displayed on the site plan had been moved 37-feet further into the development per the Fire Marshal's report. Mr. Bissell stated that the site plan the Board is reviewing should be reflective of that change.

Vice-Chairman Overman asked Mr. Bissell about the stormwater runoff being contained on site and if that is what the proposed infiltration basin is for. Mr. Bissell answered by stating that is right and that they will be collecting water from the homes and from the roadway and running it to a proposed infiltration basin on the east end of the site which will be more than adequate to meet the requirements for storm water management.

Commissioner Ross inquired if the north and south vegetative barriers could be specified to be Russian Olives. Mr. Bissell stated that it could certainly be specified on the north side but they are hoping to preserve existing vegetation as much as possible on the south side. Although, if they cannot preserve it, a Russian Olive barrier would be appropriate there as well.

Mr. Dixon asked Mr. Bissell the following questions. Mr. Bissell's responses are italicized in bold.

1. What qualifications and licenses do you have? ***I am a registered professional engineer in North Carolina.***

2. How long have you been doing this? *I've been practicing since 1984 I believe.*
3. Do you familiarize yourself with this special use permit and the requirements? *I have.*
4. Have all of the terms and conditions of the special use permit been met? *The conditions all have been met or will be meet before the project goes to record.*

Mr. Gray asked Mr. Bissell the following questions. Mr. Bissell's responses are italicized in bold.

1. With the stormwater retention pond, have you done the calculations as to how much it will be able to hold? *We have done some rough calculations and believe that it's in excess of the requirements. The final will be done with the final grading plan when we apply to the state for an actual permit.*
2. So, the actual amount that it will hold, you do not know yet? *Not yet.*

Mr. Outten stated the Stormwater Permit is a state requirement and it has to be met prior to obtaining a building permit. Mr. Bissell agreed and explained that is one of the conditions that has been proposed as part of the SUP.

Chairman Woodard stated that one of the ordinances in section 22.31.1 talks about long term occupancy and it is defined in the County Zoning Ordinance as a residential dwelling that is occupied and used for residency in housekeeping proposed for a period of thirty-one days or more. He asked the applicant rather than short-term rentals; would he consider extending it to a one-year rental requirement? The applicant responded by stating that with his previous experience with having rental homes that it would be better to do long term rentals. He indicated that he does not want someone going in there every thirty days and the longer they stay the better.

Commissioner Couch explained that the spirit of the central workforce when we were developing this was making things available for law enforcement, medical professionals, and school teachers. He asked the applicant if it was in his intent to provide essential housing for people in the labor force? The applicant indicated that was his intent.

Commissioner Bateman asked if the applicant could tell him roughly what he would be charging for rent and can the average individual afford this place? The applicant stated that he would charge roughly fifteen hundred a month.

Commissioner Bateman asked the applicant if he had a problem putting a buffer on the south side? The applicant explained that there is a lot of vegetation there already and his intent is to leave all the natural trees and vegetation there. He expressed that there are some places that are bare but he would be willing to put something in those bare spots.

Chairman Woodard acknowledged one of the comments that was made during public comment stating that the project would make the area less safe. He asked the applicant if there was any reason to believe that building the seven-home cluster home would make the area less safe? The applicant responded by stating there was no reasoning whatsoever. He elaborated on the statement and said the quality of what they are going to build would be an enhancement to the area.

Commissioner Ross stated that during public comment one of the speakers said you could have ten vehicles when they come for visits and the cars would be all over the street. He asked the applicant if there are any requirements that prohibit parking on the street? The applicant responded by saying that the requirements state that there is not to be any parking on the street and that they were allotted by the law to have two parking spots. He explained that they got questioned at the Planning Board meeting back in July about the possibility of adding an additional parking place, which they did.

Mr. Outten asked the applicant if he would consent to a modification of the SUP as proposed to using Russian Olives to create a five-foot buffer on the north property line and using Russian Olives to create additional buffers to any natural vegetation line in the south and to agree that there would be no rentals for less than one-year terms. Mr. Stowe indicated his agreement.

Ray Meekins, owner of Seaboard Surveying and Planning addressed the Board. He explained that he is in opposition of this plan and presented his supporting evidence. His comments are exhibited below:

- In 2021, my firm was asked to survey the property in order to subdivide it and we were successful in getting a four-lot division approved, but the client decided to change plans and revised the division to a two-lot version with a lot on either side of the canal which was approved and recorded. Mr. Stowe later purchased the parcel known as lot one.
- It is my firm that produced the survey's that have been copied according to one of the disclaimers noted on the submitted conceptual site plan that was before the board.
- I was working under the county subdivision ordinance which required a great deal of detail rather than the cluster home ordinance or they would not have anything to copy for their submittal.
- It is interesting to compare the subdivision ordinance with the process that the Board has created for the approval of cluster home developments in order to facilitate greater housing stock in Dare County.
- Instead of the twelve or so pages of requirements one has to meet for the subdivision of land for the purpose of sale within that ordinance, requirements most likely drafted by the NC Institute of Government, for the health safety and welfare of the public, this Board has carved out this cluster home ordinance having only twelve items as requirements.
- I understand that these two ordinances are completely separate and apart from one another but the subdivision ordinance and the cluster home ordinance do overlap in function regarding regulating the division of land and the requirements for new streets. Except cluster homes do not have all the appropriate review requirements and safeguards that are listed in the subdivision ordinance.
- Noteworthy as well is the fact that in the subdivision ordinance there is the optional sketch plan submittal prior to preliminary plat approval. The conceptual site plan submitted by the applicant would most certainly fall into this category by that ordinance and you would not get vested rights with a sketch plan, only upon approval of the preliminary plat. It appears with the cluster home ordinance, the middle of any type of drawing is sufficient to get vested.

- It is my opinion that there should be a balance between the desires of the development community and the safeguards required for the public good. The cluster home ordinance is tilted heavily towards the developers, but luckily the board has given themselves the option in the last paragraph of the ordinance to apply other reasonable and appropriate conditions to reflect individual specific site conditions which may be applied to cluster home development as part of the special use review and approval process and it is my hope that this board takes that statement to heart in this instant.
- For the following reasons I ask this project to be denied or at least tabled.
  1. Lack of an up-to-date survey with basic facts and existing conditions in order for a signed decision to be made.
  2. Lack of any engineering data concerning stormwater measures to prevent runoff onto adjacent properties along the north side with calculations showing the amount of fill to be required.
  3. An existing guy wire along right-of-way of Old Main Road as shown on the plat by Seaboard Surveying. It is clearly visible if one would actually go on site and look, and would end up within the paved roadway shown on this sketch.
  4. The depiction of the storm water basin on top of a bank running directly through the septic repair areas, where our state regulations require up to a 25-foot setback between the two. I have verified this with the Local Health Department. When corrected on the site plan what is that going to do to the amount of storm water storage available for the impervious coverage proposed?
  5. The five-foot buffers along the sidelines are completely adequate in my view as I understand it after completely denuding the lot of all life forms, grading and infrastructure installed, there might be some sort of buffer laid down upon the five feet which could be grasses, flowers, etc. It seems reasonable to require the applicant to come back with a meaningful buffering plan at least 10 feet in width using the natural vegetation in place and adding to that when necessary to create a solid opaque buffer.
  6. A traffic study should be required, Old Main Road is only a 30-foot right-of-way and a 20-foot wide pavement. There are currently 32 developed lots along this roadway and another 24 undeveloped for a total of 56 on the books already.
- In closing it is my opinion that this plan is just a sketch lacking any specifics or details and with no professional seal to take credit for it. How can you make a proper informed decision with only a conceptual plan?
- I respectfully request that you send it back to the applicant in exchange for an amended detailed plan and have them make an actual investment in surveying, engineering, and planning to protect the health, safety, and welfare of the residents being affected.
- A peer review by a contract of engineers should be considered for all submittals regarding land use matters depicting engineering as most all other municipalities have in place.

Mr. Outten stated that Mr. Meekins had looked at the site plan as presented and he had given his opinion on what it is. He then asked him if there was anything in the site plan that would lead him to believe that it does not meet the conditions of the Dare County Ordinances. Mr. Meekins responded by stating that he is not an engineer, but since he did not see a seal on it he just took some general comments, but he does believe that it meets the Dare County Ordinance. Mr. Outten then acknowledged Mr. Meekins comments about the stormwater and asked if he was aware of that being a state permit. Mr. Meekins responded yes. Mr. Outten further explained that the state will address the concerns that he raised presumably to meet the requirements of the state storm water code.

Commissioner Ross inquired about condition number three, and asked for clarification on the guy wire and is there a problem there technically or legally. Mr. Meekins explained that there is a power pole just south of that guy wire and the guy wires hold the pole in place and they are necessary infrastructure and now there is an easement associated with them. Commissioner Ross asked Mr. Bissell if the development is going to jeopardize a power line and how was it overlooked?

Mr. Meekins commented that if you look at the survey plat that has been copied there is a symbol for a guy wire right next to a concrete stone where the angle makes a road. He stated that if you superimpose the plan upon the Earth that guy wire is in the street and there is nothing proposed in the plan to address it.

Mr. Gray asked Mr. Meekins the following questions. Mr. Meekins responses are italicized in bold.

- You previously prepared a plat of this property you testified to earlier, correct? ***Yes sir.***
- A copy of that plat is recorded in plat cabinet JS Slide 290 in the Dare County Public Registry. Is that also correct? ***Yes.***
- On that plat you showed the total square footage of this tract is that correct? ***Yes.***
- You also show what the square footage of the actual land is? ***Yes.***
- What is the square footage of the land if you can read that? ***+/- 67,493 square feet.***
- When we say land that is because this property does include a canal, correct? ***Yes, we set the division lines between lots one and two along the approximate center of the canal.***
- This canal we are talking about it extends and goes all the way to the sound, correct? ***Yes***
- It is accessible from the sound to come into this property correct? ***It appears that way through aero photography.***
- When you reviewed the site plan that is before this Board, did you note any type of building pad or driveway or anything that is south of the 30-foot x 30-foot building pads? ***No.***

Chairman Woodard asked the Mr. Bissell if the guy wire issue could be remedied. Mr. Bissell responded and explained that they routinely work with the power company to either relocate guy wires, shore them up, or to use a different type of guy wire in order to secure a power pole. He explained they are currently under construction on a project

in Moyock where they are replacing an existing guy wire with a different type to allow a multi-use path to pass underneath.

Mr. Outten stated that he wrote two different conditions to address the concerns that were raised and if the applicant would consent to those conditions the two issues would be resolved.

1. Ensuring the stability of the poll that was in question.
2. Having an engineer, or someone, provide a sealed plan to verify lot coverage.

Planning Director Noah Gillam stated that there is already a condition in the SUP requiring an as-built survey to be submitted that would address lot coverage. Mr. Outten asked what would happen if we get to the end of the project and the applicant is over lot coverage. Mr. Gillam explained that the applicant would have to make adjustments to verify that the lot coverage is not over 30%.

Commissioner Couch asked Mr. Gillam to confirm that the applicant will not be limited to having to tear part of the structure down that there are other options to reduce lot coverage violations. Mr. Gillam stated that is correct. Mr. Outten explained that the applicant could not receive a Certificate of Occupancy if the applicant is over on lot coverage.

Chairman Woodard inquired about the state stormwater permit and if it would address the issue that was proposed about stormwater running through the septic repair area. Mr. Bissell stated that it will, and the swale is not proposed to have standing water in it. He further explained that they have done some calculations on the area that has been set aside for stormwater and infiltration and it appears that based on the impervious coverage that has been proposed it would be able to store on the order of four inches of rainfall where the state requires an inch and a half. Mr. Outten stated that not only do they have to obtain a stormwater permit, but they will have to get the septic/sewer permit from the Environmental Health Department and they are in conjunction with one another.

Commissioners Bateman asked Mr. Bissell if the proposed construction addresses a hundred-year storm and does it meet all of the requirements that would have to be met. Mr. Bissell explained that a hundred-year storm would be probably a six-inch rainfall and we would be addressing something on the order of a 25-year storm. Commissioner Bateman asked does the state only require a 45-year storm? Mr. Bissell responded by saying that the state only requires an inch and a half of runoff which is about a two-year storm.

***Hearing adjourned at 10:46 a.m.***

Mr. Outten stated that rebuttal and argument was allowed at this time.

Mr. Gray stated his concerns. His statements are shown below.

- I know stormwater is something that we talked about, but to be candid I have to agree. In Mr. Bissell's earlier presentation, he stated that they met stormwater requirements and I just want to make it clear that no they don't at this stage, but that will come later. I understand.



- Also, as a practical I'm in a rare circumstance, I normally represent developers so it is unusual for me to be standing up here before you trying to say let's not do something.
- The burden is on the applicant, the applicant has to prove to you that they met the requirements of the ordinance. That's their burden, once they met that burden the burden shifts to me to show that there are some issues.
- The first issue is lot coverage. You heard testimony that the survey that was prepared by Mr. Meekins clearly shows that the amount of land is approximately 1,500 square feet less than. I did the calculation if we took 1,500 square feet off of the land that gets us down to 67,493 square feet and divide that by their impervious surface, that's 20.640 square feet. That says they are at 30.58% lot coverage.
- Remember the burden is on them to demonstrate to you that they meet their ordinance.
- If you do not include land under water, they do not meet the ordinance. An analogy is if we have a sound front or ocean front lot, we have a lot of those in Dare County that are platted, some of them do not even exist anymore and you can not build on them because the land is under the water.
- I think this Board knows that that canal was not dug by Mr. Stowe for his predecessors in title, that canal was dug by the state. Therefore, there is an issue to who owns the land under the water. I was waiting for them to address that with you, but they did not.
- The testimony you heard is that canal goes all the way to the sound and it is accessible.
- I am not giving testimony but I lived in Avon as a young child and I used to take a canoe down that canal. My point is that it is navigable and what constitutes navigable is water that is primarily owned by the state. If that is the case, and I am not certifying that it is, that is their burden to present.
- During the evidentiary hearing I made it clear what I was trying to get to, it was not like I was hiding anything. They do not meet the requirements of 30% or less lot coverage.
- This plan before you even though it is a sketch, should be denied.
- The second issue is parking. If you go to page 21 of your package, it shows the cars. Your ordinance 22-56 talks about number of spaces. The number of off-street parking spaces required by this section shall be provided on the same lot principal use, except as provided in subsection J of section 22-54 and the required number of off-street spaces specified for you shall be considered as the absolute minimum.
- My point is your own ordinance says you can require more.
- Your ordinance was drafted at some point in time when you were talking about subdivision lots. When somebody comes to visit you what do they do? They park in your driveway.
- Let's take a look at the plan that you have. We have building pads 30-foot x 30-foot, and we have a little bit of space between that building pad and the road right-of-way. I scaled it off and it came to about seven or eight feet. I could not

get it scaled properly so I can not tell you the exact number, but you can look at it and see that it is less than ten feet.

- Remember your building requirements are that each parking space has to be 10-foot x 20-foot.
- I previously asked you to look at page 21, so you can see how they are getting around the issue of where people going to park. What they have shown is out of the 30-foot space you fit a car, they are proposing that a car backs up.
- Remember I asked Mr. Meekins if there was any evidence as shown on their site plan that they were putting some impervious surface to the south of the building pads. In other words, that car is backing up, it is going to go back to what, sand?
- My assumption is that these are going to probably be concrete pads underneath. *Multiple members of the Board stated that the plan shows gravel underneath.*
- What I am trying to indicate is that if you will look on page 21 the proposal for additional parking puts the car south and they are trying to put another one in.
- There is not enough parking and the tail end of the car is going to go into the road right-of-way because there is not enough room. You have a 20-foot requirement, but if you do not have 40-feet from the south edge of that 30-foot (inaudible) all the way to the road right-of-way, it does not exist.
- *Mr. Outten: How many parking spaces are they required to have. It says two, but that is the minimum. Mr. Outten: Are the two they have sufficient if they didn't have the third? Does it meet the code if they have two? Do two places dimensionally meet the standard you are applying? Well they do side by side but when you add the third one it is not enough room. Mr. Outten: If they were required to add the third one that is not required, they could not do it unless they add something to the rear, gravel or some pervious surface. Correct, they are not required yet, but the Board could require it.*

*Dorthey Hester, Public Information Officer and Commissioner Ross exited the room at 10:55*

- My point being more that when you look at this development look how tight it is. This is not a single-family residential lot where you have a driveway where people can go onto. There is no excess room here and as such the back end of that car is going to be out into the road right-of-way. I know you have signage saying you can not park in the road right-of-way, I'm sorry I live in a development that has signs saying that and guess what, people park in the road right-of-way.
- I would respectfully request two things.
  1. That you frankly deny simply because they had the burden of proof and they have not met it on lot coverage.
  2. If you decide to go forward that you do in fact do what you previously talked about, but you also have to look at realistically how is someone going to park here other than the two spaces. The answer is there really is not any other way.

Mr. Dixon stated that he found what Mr. Gray stated to be very interesting. His statements are followed below:

- When you look down at what we have here I asked a question of Mr. Gillam “Have all of the terms and conditions of the special use permit been met?” and he answered “yes.”
- I asked a licensed engineer, Mr. Bissell, “Have all of the terms and conditions of a special use permit been met?” and he answered “yes.”
- Then most surprisingly when Mr. Outten asked Mr. Gray’s witness the same question, the witness’s response was “I believe it does.”
- I ask that you go ahead and approve this as I believe the law requires.

Chairman Woodard stated that he has tried to scale the plat that he has. He asked Mr. Bissell what is the distance from the piling at the bottom of the sketch to the road. Mr. Bissell responded by saying he believes it is 10-feet from the piling to the road. He stated that what they are proposing is from the edge of the pavement of the proposed road to the back of the second parking space is 40-feet and from the right-of-way to the back of that second parking space is 40-feet. You have two full 20-foot parking spaces in there and the sketch is three parking spaces but there is technically enough room for four parking spaces under each house.

*Commissioner Ross returned to the room at 10:58*

Commissioner Bateman told Mr. Bissell that he is concerned over the lot coverage issue. He asked Mr. Bissell how do you address the issue with the land under the water and the lot coverage limitation. Mr. Bissell stated that if the numbers that Mr. Gray stated are correct, less than 400 square feet of coverage will have to be modified, and that can be addressed through a simple plan modification. Mr. Outten stated that the permit is already conditioned on them meeting that lot coverage requirement.

Commissioner Ross stated that the evidence did not say that the proposed construction is over the lot coverage limit, but that it is hypothetically if the land in the canal is not considered part of the plat.

Commissioner Bateman asked do we consider the land in the canal to be owned by Mr. Stowe? Mr. Outten explained that he will not know without somebody surveying it and getting the details on the easements.

Mr. Outten stated that the issue before the Board is that there are a number of permits and conditions that have to be met, so to issue the SUP the applicant has to meet those conditions or has to be conditioned upon meeting those conditions. If he has done one or the other, every condition in the SUP has to be complied with prior to the issuance of a Certificate of Occupancy. If Mr. Gray is correct, then before they get the Certificate of Occupancy they would have to create 400 square feet of pervious surface somewhere where they now have impervious surface.

Commissioner Bateman stated that the board has no right to legally deny the SUP based on Mr. Gray’s statement that it does not meet the 30% or less lot coverage. Mr. Outten responded that the evidence he had before him meets all the conditions of the ordinances which includes lot coverage and that Mr. Gray is speculating that it does not, but a survey has not been provided to verify.

Commissioner Ross agreed with Mr. Outten and Commissioner Bateman and stated that they will have to wait for the as-built survey and then they have to go for a variance or whatever they would have to do to make it work.

*Dorthey Hester, Public Information Officer returned at 11:06.*

**MOTION**

Vice-Chairman Overman moved to approve SUP #5-2023 and associated site plan for the proposed Cluster Home Group Development to be approved upon the addition of the following conditions:

- Applicant shall plant and maintain a five-foot buffer of Russian Olives in all areas designated as “five-foot vegetated buffer” as depicted on the site plan except those areas along the southern property boundary that have a five-foot buffer of natural vegetation.
- Applicant shall ensure the utility pole at the western entrance to the property is properly stabilized or relocated in compliance with the utility provider.
- Applicant shall extend the lease term to one year.

Commissioner Tobin & Commissioner Ross seconded the motion.

Chairman Woodard opened the floor for Board discussion. Commissioner Couch confirmed with the Board that the R2-A zoning district has been removed from the cluster home ordinance. Commissioner Bateman asked Mr. Gillam if there are any more Cluster Home Projects coming forward to Dare County at this time. Mr. Gillam stated there are none he is aware of, but there is the opportunity in the eight or ten districts that it remains in.

VOTE: Ayes-Unanimous

The Dare County Board of Commissioners Meeting went into recess at 11:08. The meeting resumed at 11:20.

**ITEM 7 – PROCLAMATION – CHILD SUPPORT AWARENESS MONTH**

Dare County Health & Human Services presented a proclamation to recognize August 2023 as Child Support Awareness Month.

**MOTION**

Commissioner Couch motioned to adopt the proclamation as presented.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**ITEM 8 – SAVINGS LIVES TASK FORCE – OVERDOSE AWARENESS MONTH**

Dare County Health & Human Services and the Saving Lives Task Force presented a proclamation to recognize August 2023 as Overdose Awareness Month.

**MOTION**

Vice-Chairman Overman motioned to adopt the proclamation as presented.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

### **ITEM 9 – OUTER BANKS SPCA**

At the previous Board meeting, Bill Coleman, Executive Director of the Outer Banks SPCA, advised they had hired a veterinarian to perform simple pet procedures to include spay and neutering. Funds would be needed to properly equip the office.

#### **MOTION**

Commissioner Ross motioned to approve the sum of \$25,00 for the purpose of setting up and supplying a new surgical room at the Outer Banks SPCA.

Commissioner Bateman seconded the motion.

Chairman Woodard opened the floor up for Board discussion. He asked for clarification on the potential of providing additional funding. Commissioner Ross explained that if there is any additional funding, or if the cost exceeded \$25,000 that would fall to the Board of the SPCA.

VOTE: AYES unanimous

### **ITEM 10 – NCDOT's 2023 PROTECT GRANT PROGRAM**

Mr. Outten explained that NCDOT is requesting a letter of support to apply for a Solving Access for NC 12 in Dare County (SAND) Grant to help establish a solid foundation for a streamlined National Environmental Policy Act (NEPA) process, permitting, and construction, with the goal of securing the long-term resiliency of NC 12 in the Outer Banks of North Carolina.

#### **MOTION**

Commissioner House motioned to approve a letter of support to be sent to the Secretary of the US Department of Transportation.

Commissioner Ross seconded the motion.

Chairman Woodard opened the floor up for Board discussion. Commissioner Ross asked for clarification on the approximation of the funding for the SAND grant. Barton Grover explained that we do not have a scale on the funding but they are focusing on the canal zone, visitors center area, and between Oregon Inlet and Rodanthe.

VOTE: AYES unanimous

### **ITEM 11 – FY 2024 -2028 RECOMMENDED CAPITAL IMPROVEMENTS PLAN (Att.#2)**

Mr. Outten provided an executive summary to the Board. He explained that the two prior Capital Improvement Plans that were approved included the construction of the EMS Stations, Public Works buildings, and the Parks & Recreation improvements. Over the last two years costs have escalated tremendously which has resulted in not having enough funds to fulfill all of the projects that were originally planned. He also informed the Board that the coverage ratios looked great in the Capital Finance Program due to the County and School Capital Improvement Plans being combined. They have now been separated which has also resulted in the county not being able to proceed with all of the original projects and maintain a coverage ratio at one without rearranging the projects. He stated that they have received input from Chief Collins on the stations that have the highest priority prior to making any changes.

Dave Clawson, Finance Director began his presentation to the Board. He explained the reasoning for the splitting of the two Capital Improvement Plans in greater detail and discussed the details on the rearranging of the major project's phases.

- Phase I - \$42,966,952 – S2023A LOBs – Under Construction – EMS Stations in KDH and Southern Shores and the Dare Med Flight
- Phase II - \$21,977,920 – S2024A LOBs – Early CY 2024 – EMS Stations in Manns Harbor and Kitty Hawk and the Manteo Youth Center
- Phase III - \$49,137,507 – S2025A LOBs - ~June 2025 – Public Works, Buxton SW Transfer Station, EMS Nags Head, Sheriff CID & Evidence
- Phase IIII – Paygo as can afford – EMS Manteo, Frisco, & Rodanthe, and Parks and Recreation

Mr. Clawson presented the board a summary of all of the long-term debt, short term debt, and Paygo and noted the following CIP Items:

- 2024: Architect Fees are for Manteo, Frisco, & Rodanthe – no longer debt financed so must change to Paygo,
- 2024: Elevator Replacements in Administration and DHHS
- 2024: I.T. core network replacement
- Annual support to School CIF only in 2024 & 2025
- 2026: Law Enforcement, Emergency Management, & EMS Radio Replacement
- 2027 & 2028: Administrative building HVAC
- 2028: Dare Med Flight engine replacement

Mr. Clawson explained that the maximum level of debt hits in 2025 at \$153 million and the maximum debt service is in 2027 at \$18.4 million. He began informing the Board of the debt service to fund balance, the CIP expenditures by type, and the projected annual debt service as a percentage of consolidated general fund expenditures. He concluded by presenting the Board with the Schools CIF & CIP with details on the revenues & expenses.

### **MOTION**

Vice-Chairman Overman motioned to approve the CIP and related capital project ordinances and budget amendments.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

### **ITEM 12 – 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 in honor of Commissioner Jack Shea:

- 1) Approval of Minutes (07/17/23) **(Att. #2)**
- 2) NC Governor's Highway Safety Program Resolution **(Att.#3)**
- 3) Dare County DHHS /Public Health/Opioid Settlement Funds Budget Amendment/FY24
- 4) Southern Albemarle Association - Annual Meeting Invitation List
- 5) Resolution to Approve Sole Source Purchase **(Att.#4)**
- 6) Resolution Reimbursement – Fiscal Year 2023-2024 Public Works & IT Equipment Financing **(Att. #5)**

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

### **ITEM 13 – BOARD APPOINTMENTS**

1) Roanoke Island Community Center- Modification of the By-Laws

This item was postponed to the September 2023 Agenda.

2) Upcoming Board Appointments

The upcoming Board appointments for September, October, and November 2023 were announced.

### **ITEM 14 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS**

Following is a brief summary outline of the items mentioned by Commissioners and the County Manager during this segment:

#### Commissioner Bateman

- Recognized the passing of Al Mahaman and Commissioner Jack Shea.
- Made the statement that he has an old schooled mindset when it comes to development. He believed strongly in the Land Use Plan and low-density beach development when he served on the Planning Board for the Town of Kitty Hawk.

#### Commissioner Couch

- Discussed essential housing and how it has been a number one priority for a long time.
- Recognized the passing of Commissioner Jack Shea.
- Acknowledged that National Aviation Day August 19<sup>th</sup> and applauded the First Flight committee. He then discussed the local history of aviation in Dare County.
- Expressed that there has been a significant amount of growth since the pandemic.

#### Commissioner Tobin

- Recognized the passing of Kelly Zatoun and Commissioner Jack Shea.

#### Commissioner Ross

- Recognized the passing of Commissioner Jack Shea.
- Welcomed Commissioner Bateman to the Northeast Workforce Development Board.
- Stated that Vice-Chairman Overman and himself attended The Lost Colony for Governors Cooper Wife, Kristen Cooper.
- Recognized that August 7<sup>th</sup> is National Purple Heart Day.
- Explained that *The Friends of Jockey’s Ridge* are attempting to get 500 custom license plate registrants that will support and help fund the State Park.
- Announced the Love to Remember Tournament and Fundraiser that raises money for dementia education, caregiving, and support will take place from October 19<sup>th</sup>-22<sup>nd</sup> and will be hosted at the Duck Woods Country Club.

#### Commissioner House

- Stated that on August 16<sup>th</sup> at 6:00 p.m. the NC Marine Fisheries Commission is accepting public comments on 103 proposed rules pertaining to the data collection and prevention of harassment of the NC Division of Marine Fisheries Staff.

- Read the letter aloud from Alan Holden, Mayor of Holden Beach, in reference to the emergency dredging performed by Miss Katie.
- Announced the Town of Kitty Hawk's reception for the welcoming of the new Police Chief.
- Recognized the passing of Commissioner Jack Shea.
- Today in History: In 1959, Explorer Six took the first photograph of Earth from space.
- Honey & Waffles, two cats, were shown as SPCA "pet of the week" for adoption.

Chairman Woodard

- Entertained a motion to adopt the Resolution in Support of the National Flood Insurance Reauthorization and Reform Act of 2023.

**MOTION**

Commissioner Couch motioned to adopt the Resolution in Support of the National Flood Insurance Reauthorization and Reform Act of 2023.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Vice-Chairman Overman:

- Congratulated the service pins receptions and the Employee of the Month.
- On July 24<sup>th</sup>, Roxana Ballinger and himself met with the Opioid Funding Committee in Currituck County to discuss how they are handing the opioid settlement funding.
- Recognized the passing of Commissioner Jack Shea.

**MANAGER'S/ATTORNEY'S BUSINESS**

Mr. Outten recognized the passing of Commissioner Jack Shea and stated he had the pleasure of knowing him prior to being involved with the county.

Dorothy Hester spoke on the passing of Commissioner Jack Shea and expressed that he was a wonderful man. Informed everyone that the tax bills went out last week and they are due September 1<sup>st</sup> but can be paid through January 5<sup>th</sup> without any interest. She also announced that payment plans are available and all of the information is located on the website.

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

**MOTION**

Commissioner House motioned to adjourn the meeting.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 12:39 p.m., the Board of Commissioners adjourned until 9:00 a.m., September 6, 2023.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_

Skyler Foley, Clerk







*Tax Collector's Report*

**Description**

July 2023 Refunds over \$100  
July 2023 NCVTS Refunds over \$100

**Board Action Requested**

Approved

**Item Presenter**

Becky Huff, Tax Collector

# Refund Report for Real Estate and Personal Property

(Refunds over \$100)

MONTH: JULY

DATE RANGE: 7/1/2023 - 7/31/2023

Submitted By: Becky Huff

Taxpayer Name	Parcel	Bill#	Bill Yr	Refund Amt	Reason	Date
SNEAD, CHARLES L	002278023	2928	2021	(\$ 600.00)	OVERPAYMENT	7/17/2023
<b>Total Refunds:</b>				<b>(\$600.00)</b>		



# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

JULY 2023

Payee Name	Address 1	Address 3	Bill #	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BEALE, JAMES RAWLS JR	PO BOX 2658	KILL DEVIL HILLS, NC 27948	0071391842	C99	Tax	(\$76.07)	\$0.00	(\$76.07)
				T07	Tax	(\$60.78)	\$0.00	(\$60.78)
				<b>Refund</b>			<b>\$136.85</b>	
CAGE, KRISTEN LEE	139 CREEKVIEW LN	MANTEO, NC 27954	0072980589	C99	Tax	(\$168.87)	\$0.00	(\$168.87)
				F51	Tax	(\$15.43)	\$0.00	(\$15.43)
				S99	Tax	(\$42.17)	\$0.00	(\$42.17)
<b>Refund</b>			<b>\$226.47</b>					
COLON ORTIZ, RUBEN ANTONIO	4211 W COBBS WAY	NAGS HEAD, NC 27959	0073059759	C99	Tax	(\$100.49)	\$0.00	(\$100.49)
				T14	Tax	(\$72.13)	\$0.00	(\$72.13)
				<b>Refund</b>			<b>\$172.62</b>	
COLON, NIKKI M	4211 W COBBS WAY	NAGS HEAD, NC 27959	0073059556	C99	Tax	(\$98.28)	\$0.00	(\$98.28)
				T14	Tax	(\$70.55)	\$0.00	(\$70.55)
				<b>Refund</b>			<b>\$168.83</b>	
CRIST, HANNAH SWAIN	111 PORTHOLE CT	KILL DEVIL HILLS, NC 27948	0063990400	C99	Tax	(\$62.65)	\$0.00	(\$62.65)
				T07	Tax	(\$50.06)	\$0.00	(\$50.06)
				<b>Refund</b>			<b>\$112.71</b>	
DILULLO, THOMAS JEROME	4728 LINDBERGH AVE	KITTY HAWK, NC 27949	0071674358	C99	Tax	(\$211.85)	\$0.00	(\$211.85)
				T08	Tax	(\$140.17)	\$0.00	(\$140.17)
				T08BN	Tax	(\$18.52)	\$0.00	(\$18.52)
				T08MSD	Tax	(\$52.90)	\$0.00	(\$52.90)
<b>Refund</b>			<b>\$423.44</b>					
LAMM, TAMRA ELAINE	1029 S IRONWOOD RD	STERLING, VA 20164	0072123901	C99	Tax	(\$102.66)	\$0.00	(\$102.66)
				T10	Tax	(\$88.57)	\$0.00	(\$88.57)
				<b>Refund</b>			<b>\$191.23</b>	



# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

JULY 2023

Payee Name	Address 1	Address 3	Bill #	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
TAVES, KURT WILLIAM SR	60 OCEAN BLVD	KITTY HAWK, NC 27949	0071582459	C99	Tax	(\$447.37)	\$0.00	(\$447.37)
				T20	Tax	(\$218.71)	\$0.00	(\$218.71)
				T20BN	Tax	(\$44.68)	\$0.00	(\$44.68)
				T20MSD2	Tax	(\$33.51)	\$0.00	(\$33.51)
							<b>Refund</b>	<b>\$744.27</b>
VINSON, LUTHER RYLAND	305 E MAIN ST	CONWAY, NC 27820	0064538649	C99	Tax	(\$66.92)	\$0.00	(\$66.92)
				T07	Tax	(\$53.47)	\$0.00	(\$53.47)
							<b>Refund</b>	<b>\$120.39</b>
WILLIAMS, LOUIS ALBERT	1509 GLIDER CT	KILL DEVIL HILLS, NC 27948	0072112065	C99	Tax	(\$78.77)	\$0.00	(\$78.77)
				T07	Tax	(\$62.94)	\$0.00	(\$62.94)
							<b>Refund</b>	<b>\$141.71</b>
							<b>Refund Total</b>	<b>\$2438.52</b>



***Dare County Dept. of Health & Human Services- Public Health  
Resolution to Direct Expenditure of Opioid Settlement Funds***

**Description**

Resolution to Direct Expenditure of Opioid Settlement Funds- Revised Preamble & Strategies per DOJ requirements.

- Revised the Preamble
- Strategy #1 Recovery support services changed to Post overdose response teams
- Strategy #2 Evidenced based addiction treatment, moved Dare Challenge to Strategy #6.
- Strategy #4 Criminal Justice Diversion changed to Re-entry Programs
- Strategy #6 Recovery Support Services added Dare Challenge

**Board Action Requested**

Approve revised resolution for expenditure of opioid settlement funds

**Item Presenter**

N/A

**A RESOLUTION BY THE COUNTY OF DARE  
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

**WHEREAS** Dare County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

**WHEREAS** the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”) and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”);

**WHEREAS** Dare County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

**WHEREAS** section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

**NOW, THEREFORE BE IT RESOLVED**, in alignment with the NC MOA and SAAF, Dare County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized

- a. Name of strategy: Post Overdose Response Team
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #8
- d. Amount authorized for this strategy: \$64,188
- e. Period of time during which expenditure may take place:  
Start date July 1, 2023 through End date June 30, 2024
- f. Description of the program, project, or activity: Peer Support Specialist, Overdose Response Coordinator. Duties include follow up on overdoses and with people at high risk for overdose via collaboration with EMS and local law enforcement in the community and connecting this population and businesses in Dare County with harm reduction tools.
- g. Provider: Dare County Health & Human Services

2. Second strategy authorized

- a. Name of strategy: Evidenced-based addiction Treatment
- b. Strategy is included in Exhibit A

- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #2
  - d. Amounted authorized for this strategy: \$25,000
  - e. Period of time during which expenditure may take place:  
Start date July 1, 2023 through End date June 30, 2024
  - f. Description of the program, project, or activity: Fund tuition for Dare residents who are uninsured/self-pay. This program provides evidenced-based addiction treatment and along with medication assisted treatment.
  - g. Provider: Changing Tides Addiction Center.
3. Third authorized strategy
- a. Name of strategy: Criminal Justice Diversion
  - b. Strategy is included in Exhibit A
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #10
  - d. Amounted authorized for this strategy: \$100,000
  - e. Period of time during which expenditure may take place:  
Start date July 1, 2023 through End date June 30, 2024
  - f. Description of the program, project, or activity: Recovery Court Coordinator to provide case management/linkage to resources for recovery court participants
  - g. Provider: Dare County/NC Courts
4. Fourth authorized strategy
- a. Name of strategy: Reentry Programs
  - b. Strategy is included in Exhibit A
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #12
  - d. Amounted authorized for this strategy: \$50,000
  - e. Period of time during which expenditure may take place:  
Start date July 1 2023 through End date June 30 2024
  - f. Description of the program, project, or activity: Link Jail population to resources needed, counseling services, co pays, entry fees, Rehab costs, clothing, medical assistance, healthcare
  - g. Provider: Dare County Detention Center
5. Fifth authorized strategy
- a. Name of strategy: Naloxone Distribution
  - b. Strategy is included in Exhibit A
  - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #7
  - d. Amounted authorized for this strategy: \$150,000
  - e. Period of time during which expenditure may take place:  
Start date July 1, 2023 through End date June 30, 2024
  - f. Description of the program, project, or activity: Supply Naloxone and Fentanyl test strips to the community
  - g. Provider: Dare County Health & Human Services



6. Sixth authorized strategy

- a. Name of strategy: Recovery Support Services
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #3
- d. Amounted authorized for this strategy: \$35,000
- e. Period of time during which expenditure may take place:  
Start date July 1, 2023 through End date June 30, 2024
- f. Description of the program, project, or activity: Dare County's HHS will address community recovery supports for transportation assistance to recovery groups, counseling appointments, rehabilitation, food, clothing, healthcare needs, medications. Dare residents with Opioid Use Disorder or histories of opioid use will also be eligible to have their entrance fees to Dare Challenge's abstinence / faith based treatment program covered if necessary.
- g. Provider: Dare County Health & Human Services (\$10,000). Dare Challenge residential program (\$25,000)

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$424,188.

Adopted this the 6<sup>th</sup> day of September, 2023.

---

Robert Woodard, Sr. Chairman  
Dare County Board of Commissioners

ATTEST:

---

Skyler Foley, Clerk to the Board

**COUNTY SEAL**



*Dare County DHHS - Social Services  
Medicaid Expansion Budget Amendment*

**Description**

This is to budget the five (5) additional positions approved by the Commissioners (3 in June and 2 in July). The positions are needed to assist with the predicted increase in applications due to Medicaid Expansion. Federal reimbursement for these positions is 75% and the state is providing funding to cover the remaining 25% for FY 24.

**Board Action Requested**

Approve Amendment

**Item Presenter**

n/a

---

# DARE COUNTY

---

## BUDGET AMENDMENT

F/Y 2023-2024

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

Department: DHHS – Social Services

Revenues:

St & Fed Aid – Amin.	103026	423001		308,205
----------------------	--------	--------	--	---------

Expenditures:

Salaries	104610	500200		205,354
FICA	104610	500300		15,710
Retirement	104610	500400		25,053
Health Insurance	104610	500500		53,680
Life Insurance	104610	500501		479
401K	104610	500601		6,161
Supplies	104610	513300		1,768

Explanation:

This is to budget the 5 additional positions approved by the Commissioners (three in June and 2 in July). The positions are needed to assist with the predicted increase in applications due to Medicaid Expansion. Federal reimbursement for these positions is 75% and the state is providing funding to cover the remaining 25% for the FY 24.

**Approved by:**

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

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

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

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

*Finance only:*

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

	Salary	Salary	FICA	Retirement	401K	Health	Life	TOTAL	Reimb. %	Federal	County	Monthly	Monthly	Monthly	over/under
			7.65%	12.20%	3.00%	Insurance	Insurance	Insurance		Reimb.	Cost	Cost	Cost	CUU Funds	
IMC	42134	42134	3223	5140	1264	11712	104	63578	0.75	47684	15895	1325	1325	93312	-1769
IMC	42124	42124	3222	5139	1264	11712	104	63566	0.75	47674	15891	1324	1324	38880	
IMC	42124	42124	3222	5139	1264	11712	104	63566	0.75	47674	15891	1324	1324	54432	
Sr.IMC	45073	37561	2873	4582	1127	9760	87	55990	0.75	41993	13998	1166	1166		
IM SUPER	55215	41411	3168	5052	1242	8784	78	59736	0.5	29868	29868	2489	2489		
		205354	15710	25053	6161	53680	479	306436		214893	91543	91543	91543		
ALREADY RECEIVED 5 MONTHS (\$38,880 IN JUNE)															
														93312	-1769
														38880	
														54432	

occurs. The expansion would cover those that qualify at the ages of 18-64, at less than 138% of the federal poverty level (\$20,000 at individual and family of three at \$33,000). In June the Board had approved the hiring of three income maintenance workers. They were now requesting the creation of two more positions: one quality control caseworker and one supervisor. Dr. Davies stated for FY23/24 the Social Services' budget was prepared to cover the additional salaries. Mr. Outten explained the Board had to authorize the establishment of the additional positions. Vice-Chairman commented that it would be foolhardy to go into Medicaid Expansion without a quality control caseworker.

**MOTION**

Commissioner Couch motioned to approve creation of two positions to the Health and Human Services Department for Medicaid Expansion as discussed.

Vice-Chairman Overman and Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

Mr. Outten remarked it would be a good time to discuss the elimination of DHHS's part-time advanced practice provider and physician positions and create one new position described as a full-time certified nurse midwife or advanced practice practitioner. This would be a budget neutral cost change and it was hopeful it would make it easier to fill the position.

**MOTION**

Commissioner Bateman motioned to create the fulltime Advanced Practice Practitioner.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**ITEM 10 – RELOCATION OF GRAVES AT THE DARE COUNTY AIRPORT (Att. #3)**

The Dare County Airport Authority had adopted a resolution expressing the need to relocate the graves at the Wescott Cemetery. Vice-Chairman Overman stated there were approximately seven graves located in a high-traffic area and it had become a safety hazard for anticipated increased air traffic. Stacy Ambrose, Airport Director, advised the airport apron had been built around the gravesite by the military over eighty years ago. Johny Hallow, Esq., attorney for the airport, stated there was a statutory process to be followed. A research firm would be hired for genealogical and historical family research. The process would include written notice to the families, publication in the newspaper, and the hiring of a contractor and a licensed funeral director. DCAAB had adopted their resolution and now needed one from the Board. Vice-Chairman Overman stated it was the intent to move the graves to airport owned Roanoke Island Memorial Gardens Cemetery with possibly the same layout as at the airport. Stacy Ambrose was hopeful to receive state funding to aid with the cost and with the lengthy process to respectfully move the gravesite.

**MOTION**

Commissioner Couch motioned to adopt the resolution as presented.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 11– REVISION TO TRAVEL POLICY**

Mr. Clawson presented a revision to Section 2.3.2b of the county's travel policy. It would expand the authorized use of the county credit cards for use by the Finance Director, Human Resources Director, Health Director, Planning Director, Social Services Director, the Sheriff,

**North Carolina - Department of Health and Human Services**  
**Notice of Electronic Funds Transfer**

**ATTN:** County Finance Officer  
County DSS Director  
**County:** DARE  
**Run Date:** 06/13/2023  
**Period:** June, 2023

**Deposits TO County Account FROM DSS**

		<i>Earliest date of payment :</i>	<i>06/16/2023</i>
<i>GAP HOLD HARMLESS E&amp;E</i>	<i>E&amp;E SA</i>		<i>\$2,312.52</i>
<i>GAP HOLD HARMLESS E&amp;E</i>	<i>E&amp;E</i>		<i>\$168,955.56</i>
<i>CCU</i>	<i>MEDICAID</i>		<i>\$38,879.86</i> ✖
<b>County Payment Total :</b>			<b>\$210,147.94</b>

5 month allocation.



*Health & Human Services-Public Health Division  
State Funding for Public Health Infrastructure- Local Workforce Development*

**Description**

The Public Health Division has received funding from the NC Division of Public Health for Workforce Development. The purpose of this funding is to support the foundational capabilities & workforce needed to support service areas and to help rebuild & modernize public health departments to better serve their communities.

This funding will be used to cover the salaries and benefits of the newly established full time maternal health advanced practice provider from hire date through the end of the fiscal year and to retain the part-time physician and part-time advance practice provider through the end of the fiscal year.

**Board Action Requested**

Approve Budget Ammendment

**Item Presenter**

N/A

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2023-2024

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department: Health & Human Services-Public Health					
<u>Revenues:</u>					
State/Federal-PH Workforce Dvlpmnt	103027	424208	51010	\$109,623	
<u>Expenses:</u>					
Salaries-Maternal Health	104600	500200	51010	\$76,156	
FICA-Maternal Health	104600	500300	51010	\$5,825	
Retirement-Maternal Health	104600	500400	51010	\$5,689	
Health Insurance-Maternal Health	104600	500500	51010	\$20,629	
401K-Maternal Health	104600	500601	51010	\$1,324	

Explanation:

Agreement Addendum funding to cover the salary/benefits of the newly established full time Advanced Practice Provider from hire date through the end of the fiscal year and to retain the part-time Physician and part-time Advanced Practice Provider through the end of the fiscal year.

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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



# Division of Public Health Agreement Addendum FY 23-24

Dare County Department of Health & Human  
Services — Public Health Division  
**Local Health Department Legal Name**

Local and Community Support Section  
**DPH Section / Branch Name**

117 Public Health Infrastructure: Local Workforce  
Development  
**Activity Number and Description**

Stacie Turpin Saunders, 919-707-5101  
stacie.turpinsaunders@dhhs.nc.gov  
**DPH Program Contact**  
(name, phone number, and email)

06/01/2023 – 05/31/2024  
**Service Period**

**DPH Program Signature** **Date**  
(only required for a negotiable Agreement Addendum)

07/01/2023 – 06/30/2024  
**Payment Period**

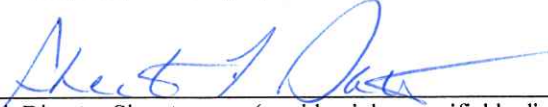
- Original Agreement Addendum
- Agreement Addendum Revision # \_\_\_\_

**I. Background:**

The pandemic emphasized the critical importance of a robust public health system. Public health departments need to continue their response work, apply lessons learned, and prepare for future public health emergencies. The pandemic accentuated long-standing weaknesses and created new challenges to the public health infrastructure. This Centers for Disease Control and Prevention (CDC) funding, awarded to the North Carolina Division of Public Health for a five-year period ending October 31, 2027, recognizes a history of underinvestment in the public health system and the foundational services it provides.

The Foundational Public Health Services (FPHS) framework was developed in 2013 to define a minimum package of core public health services areas that no public health jurisdiction can be without. The FPHS framework outlines the unique responsibilities of governmental public health and the vital role of governmental public health in a thriving community. These foundational service areas are core functions of local health departments and include 1) preventing the spread of communicable disease, 2) ensuring food, air, and water quality are safe, 3) supporting maternal and child health, 4) improving access and linkages to clinical care services, and 5) preventing chronic disease and injury. In addition to these foundational services, public health departments provide local protections and services unique to their community's needs.

Foundational Capabilities are the cross-cutting skills, knowledge, and practice needed in order to support and provide core public health functions, programs, and activities which are key to ensuring opportunities for health, promoting wellbeing and achieving health outcomes across a community. (<https://phnci.org/uploads/resource-files/FPHS-Factsheet-2022.pdf>)

  
Health Director Signature (use blue ink or verifiable digital signature)

5/12/23  
Date

LHD to complete: [For DPH to contact in case follow-up information is needed.]	LHD program contact name: <u>Debbie Dutton</u> Phone and email address: <u>252.475.9366</u> <u>debbie.dutton@darenc.gov</u>
---	--

**Signature on this page signifies you have read and accepted all pages of this document.**

Funding is distributed to each individual local health department based on county population, social vulnerability, and equity indices.

## II. Purpose:

This funding is to help meet the short-term critical infrastructure needs and to make strategic investments which will have lasting effects on local public health departments in North Carolina. This funding will support the foundational capabilities and the local health department workforce needed to support service areas. Investments and improvements to foundational capabilities will help rebuild and modernize public health departments, positioning local health departments to better serve their communities. The scope of workforce investment to support these foundational capabilities is wide and includes hiring, retaining, supporting, and training the workforce. Short-term outcomes will include increased hiring, training, and improvement in operational processes. Long-term outcomes will include increasing the size of the public health workforce equipped with stronger foundational capabilities in order to better serve and protect the health of communities.

## III. Scope of Work and Deliverables:

To ensure local public health is prepared and capable to respond to the communities health needs and emerging health threats, the Local Health Department (LHD) will invest in workforce and resources to meet the foundational services areas and needs of their communities. The LHD is encouraged to utilize the North Carolina Institute for Public Health's LHD Regional Foundational Capabilities Gap Analysis reports to inform its workforce investment activities. Regional Foundational Capabilities Gap Analysis reports are available in the Smartsheet dashboard for this activity at

<https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>.

1. The LHD shall invest in one or more of these CDC-stated program areas:
  - a. **Recruit and hire new public health staff**, such as expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.
  - b. **Retain public health staff**, such as by providing retention bonuses and creating opportunities for promotion.
  - c. **Support and sustain public health staff**, such as creating or strengthening workplace well-being and resilience programs, and creating or expanding workforce engagement.
  - d. **Train new and existing public health staff**, such as creating and expanding professional development opportunities.
  - e. **Strengthen public health workforce planning, systems, processes, and policies**, such as maintaining and upgrading human resources systems, creating or improving workforce data collection, and creating or revising policies to facilitate workforce development and management.
2. The LHD shall participate in an annual assessment conducted no later than March 31, 2024 by the North Carolina Institute of Public Health to evaluate progress in addressing Foundational Capabilities.

## IV. Performance Measures / Reporting Requirements:

1. In its first quarterly Performance Report, the LHD shall indicate its baseline number and type of current workforce positions as of June 1, 2023.
2. In each quarterly Performance Report, the LHD shall indicate in which of the CDC-stated program areas funds were invested and investment efforts including:
  - a. Number and type of positions hired

- b. Number and type of retention efforts
  - c. Number and type of staff support programs
  - d. Number and type of training opportunities
  - e. Number and type of workforce systems improvements
3. The LHD shall complete the following reports via the Smartsheet dashboard, at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>. All of the due dates for these reports are posted on the Smartsheet dashboard.
- a. **Monthly Financial Reports:** The monthly financial report will report on the prior month to document expenditures. The first financial report is for June 2023 and is due by July 24, 2023.
  - b. **Quarterly Performance Reports:** The quarterly performance reports will report on the service quarters and by the deadlines as indicated below:

<u>Service Quarter</u>	<u>Report Submission Deadline</u>
June – August 2023	September 22, 2023
September – November 2023	December 22, 2023
December 2023 – February 2024	March 22, 2024
March – May 2024	June 24, 2024

**V. Performance Monitoring and Quality Assurance:**

The Local and Community Support Section’s LHD Liaison will monitor the Local Health Department’s performance by reviewing the financial reports monthly and the performance reports quarterly, as received from the LHD through Smartsheet.

If the LHD is deemed out of compliance with deliverables, the program staff shall provide technical assistance to support the LHD in meeting the deliverables.

As contracted for by the Division of Public Health (DPH), the North Carolina Institute of Public Health will conduct an annual foundational capabilities assessment of the LHD. The assessment results will be presented to the DPH Public Health Infrastructure leadership and to each LHD participating in the assessment.

**VI. Funding Guidelines or Restrictions:**

- 1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
  - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
  - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. Funds may be used for reasonable program purposes including personnel, travel, supplies, and services.
3. Unallowable costs:
  - a. Research
  - b. Clinical care
  - c. Furniture or equipment
  - d. Publicity, propaganda, and lobbying:
    1. Other than for normal and recognized executive-legislative relationships, no funds maybe used for publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
    2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
    3. See Additional Requirement (AR) 12 (<https://www.cdc.gov/grants/additional-requirements/ar-12.html>) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.



**FY24 - FAS** Activity Nbr + Name: **117** **PH Infrastructure: Local Workforce Development**  
 federal award supplement FAS Number + Reason: **1** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.  
 Assistance Listing Nbr + Name: **93.967** CDC's Collaboration with Academia to Strengthen Public Health  
 Is award R&D?: **NO** FAIN: **NE110E000015** IDC rate: **n/a** Fed awd total amt: \$ **72,521,026**  
 Fed award project description: **Strengthening North Carolina's Public Health Infrastructure, Workforce, and Data Systems**  
 Fed awd date + awarding agency: **03-28-23** **HHS, Centers for Disease Control and Prevention**

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5	\$ 505,781	\$ 505,781	Jackson	X7YWWY6ZP574	\$ 172,192	\$ 172,192
Albemarle	WAAV551PNMK3	\$ 914,772	\$ 914,772	Johnston	SYGAGEFDHYR7	\$ 588,501	\$ 588,501
Alexander	XVEEJSNY7UX9	\$ 150,127	\$ 150,127	Jones	HE3NNNUE27M7	\$ 124,467	\$ 124,467
Anson	PK8UYTSNJCC3	\$ 171,798	\$ 171,798	Lee	F6A8UC99JWJ5	\$ 256,360	\$ 256,360
Appalachian	CD7BFHB8N539	\$ 373,100	\$ 373,100	Lenoir	QKUFLL37VPGH6	\$ 286,057	\$ 286,057
Beaufort	RN1SXF4DLXN6	\$ 201,741	\$ 201,741	Lincoln	UGGQGS5K8BGJ5	\$ 227,415	\$ 227,415
Bladen	TLCTJWDJH1H9	\$ 205,550	\$ 205,550	Macon	LLP3BC6N2LL3	\$ 128,315	\$ 128,315
Brunswick	M3BMLN9NJT5	\$ 410,434	\$ 410,434	Madison	YQ96F8BJYTJ9	\$ 89,997	\$ 89,997
Buncombe	W5TCDKMLHE69	\$ 684,061	\$ 684,061	MTW	ZKK5GNRNB5Y6	\$ 372,841	\$ 372,841
Burke	G855APCNL591	\$ 329,871	\$ 329,871	Mecklenburg	EZ15XL68MM68	\$ -	\$ -
Cabarrus	RDXDNEJKJFU7	\$ 548,189	\$ 548,189	Montgomery	E78ZAJM3BFL3	\$ 176,233	\$ 176,233
Caldwell	HL4FGNJNGE97	\$ 254,518	\$ 254,518	Moore	HFNSK95F57Z8	\$ 293,828	\$ 293,828
Carteret	UC6WJ2MNMJS8	\$ 213,412	\$ 213,412	Nash	NF58K566HQM7	\$ 340,209	\$ 340,209
Caswell	JDJ7Y7CGYC86	\$ 141,559	\$ 141,559	New Hanover	F7TLT2GMEJE1	\$ 591,276	\$ 591,276
Catawba	GYUNA9W1NFM1	\$ 453,371	\$ 453,371	Northampton	CRA2KCAL8BA4	\$ 153,426	\$ 153,426
Chatham	KE57QE2GV5F1	\$ 237,243	\$ 237,243	Onslow	EGE7NBXW5J56	\$ 520,602	\$ 520,602
Cherokee	DCEGK6HA11M5	\$ 120,938	\$ 120,938	Orange	GFFMCN9XDA53	\$ 384,477	\$ 384,477
Clay	HYKLQVNWLXK7	\$ 52,981	\$ 52,981	Pamlico	FT59QFEAU344	\$ 105,329	\$ 105,329
Cleveland	UNMUYPVL483	\$ 346,148	\$ 346,148	Pender	T11BE678U9P5	\$ 207,202	\$ 207,202
Columbus	V1UAJ4L87WQ7	\$ 264,924	\$ 264,924	Person	FQ8LFIJGMA8J4	\$ 180,796	\$ 180,796
Craven	LTZ2U8LZQ214	\$ 344,667	\$ 344,667	Pitt	VZNPMLCFT5R6	\$ 532,303	\$ 532,303
Cumberland	HALND8WJ3GW4	\$ 910,798	\$ 910,798	Polk	QZ6BZPGLX4Y9	\$ 95,259	\$ 95,259
Dare	ELV6JGB11QK6	\$ 109,623	\$ 109,623	Randolph	T3BUM1CV59N5	\$ 447,563	\$ 447,563
Davidson	C9P5MDJC7KY7	\$ 489,625	\$ 489,625	Richmond	Q63FZNTJM3M4	\$ 247,284	\$ 247,284
Davie	L8WBGLHZV239	\$ 147,912	\$ 147,912	Robeson	LKBEJQFLAAK5	\$ 517,485	\$ 517,485
Duplin	KZN4GK5262K3	\$ 294,886	\$ 294,886	Rockingham	KGCCCHJJZZ43	\$ 311,784	\$ 311,784
Durham	LJ5BA6U2HLM7	\$ 862,450	\$ 862,450	Rowan	GCB7UCV96NN6	\$ 434,537	\$ 434,537
Edgecombe	MAN4LX44AD17	\$ 264,835	\$ 264,835	Sampson	WRT9CSK1KJY5	\$ 295,150	\$ 295,150
Foothills	NGTEF2MQ8LL4	\$ 442,189	\$ 442,189	Scotland	FNVTUQUQGHM5	\$ 220,053	\$ 220,053
Forsyth	V6BGVQ67YPY5	\$ 1,008,877	\$ 1,008,877	Stanly	U86MZUYPL7C5	\$ 205,446	\$ 205,446
Franklin	FFKTRQCMN143	\$ 233,039	\$ 233,039	Stokes	W41TRA3NUNS1	\$ 139,484	\$ 139,484
Gaston	QKY9R8A8D5J6	\$ 595,762	\$ 595,762	Surry	FMICTM24C9J8	\$ 270,785	\$ 270,785
Graham	L8MAVKQJTYN7	\$ 80,899	\$ 80,899	Swain	TAE3M92L4QR4	\$ 119,064	\$ 119,064
Granv-Vance	MGQJKK22EJB3	\$ 476,021	\$ 476,021	Toe River	JUA6GAUQ9UM1	\$ 171,351	\$ 171,351
Greene	VCU5LD71N9U3	\$ 194,586	\$ 194,586	Transylvania	W51VGHGM8945	\$ 110,442	\$ 110,442
Guilford	YBEQNGFJPMJ3	\$ 1,413,671	\$ 1,413,671	Union	LHMKBD4AGRJ5	\$ 568,902	\$ 568,902
Halifax	MRL8MYNJ33Y5	\$ 257,609	\$ 257,609	Wake	FTJ2WJPLWJ3	\$ -	\$ -
Harnett	JBDCD9V41BX7	\$ 419,270	\$ 419,270	Warren	TLNAU5CNHSU5	\$ 162,048	\$ 162,048
Haywood	DQHZEVAV95G5	\$ 184,815	\$ 184,815	Wayne	DACFHCLQKMS1	\$ 439,155	\$ 439,155
Henderson	TG5AR81JLFQ5	\$ 334,192	\$ 334,192	Wilkes	M14KKHY2NMR3	\$ 249,198	\$ 249,198
Hoke	C1GWSADARX51	\$ 244,104	\$ 244,104	Wilson	ME2DJHMYWG55	\$ 337,939	\$ 337,939
Hyde	T2RSYN36MNG4	\$ 104,711	\$ 104,711	Yadkin	PLCDT7JFA8B1	\$ 168,997	\$ 168,997
Iredell	XTNRLKJLA4S9	\$ 462,321	\$ 462,321	Yancey	L98MCUHKC2J8	\$ 96,682	\$ 96,682





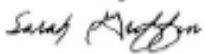
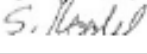
DPH-Aid-To-Counties

For Fiscal Year: 23/24

Budgetary Estimate Number : 0

Activity 117	AA	1161 SGLH F8		Proposed Total	New Total
Service Period		06/01-05/31	Total Allocated		
Payment Period		07/01-06/30			
01 Alamance *		505,781	\$0.00	505,781	505,781
D1 Albemarle *		914,772	\$0.00	914,772	914,772
02 Alexander *		150,127	\$0.00	150,127	150,127
04 Anson *		171,798	\$0.00	171,798	171,798
D2 Appalachian *		373,100	\$0.00	373,100	373,100
07 Beaufort *		201,741	\$0.00	201,741	201,741
09 Bladen *		205,550	\$0.00	205,550	205,550
10 Brunswick *		410,434	\$0.00	410,434	410,434
11 Buncombe *		684,061	\$0.00	684,061	684,061
12 Burke *		329,871	\$0.00	329,871	329,871
13 Cabarrus *		548,189	\$0.00	548,189	548,189
14 Caldwell *		254,518	\$0.00	254,518	254,518
16 Carteret *		213,412	\$0.00	213,412	213,412
17 Caswell *		141,559	\$0.00	141,559	141,559
18 Catawba *		453,371	\$0.00	453,371	453,371
19 Chatham *		237,243	\$0.00	237,243	237,243
20 Cherokee *		120,938	\$0.00	120,938	120,938
22 Clay *		52,981	\$0.00	52,981	52,981
23 Cleveland *		346,148	\$0.00	346,148	346,148
24 Columbus *		264,924	\$0.00	264,924	264,924
25 Craven *		344,667	\$0.00	344,667	344,667
26 Cumberland *		910,798	\$0.00	910,798	910,798
28 Dare *		109,623	\$0.00	109,623	109,623
29 Davidson *		489,625	\$0.00	489,625	489,625
30 Davie *		147,912	\$0.00	147,912	147,912
31 Duplin *		294,886	\$0.00	294,886	294,886
32 Durham *		862,450	\$0.00	862,450	862,450
33 Edgecombe *		264,835	\$0.00	264,835	264,835
D7 Foothills *		442,189	\$0.00	442,189	442,189
34 Forsyth *		1,008,877	\$0.00	1,008,877	1,008,877
35 Franklin *		233,039	\$0.00	233,039	233,039
36 Gaston *		595,762	\$0.00	595,762	595,762
38 Graham *		80,899	\$0.00	80,899	80,899
D3 Gran-Vance *		476,021	\$0.00	476,021	476,021
40 Greene *		194,586	\$0.00	194,586	194,586
41 Guilford *		1,413,671	\$0.00	1,413,671	1,413,671
42 Halifax *		257,609	\$0.00	257,609	257,609
43 Harnett *		419,270	\$0.00	419,270	419,270
44 Haywood *		184,815	\$0.00	184,815	184,815
45 Henderson *		334,192	\$0.00	334,192	334,192
47 Hoke *		244,104	\$0.00	244,104	244,104
48 Hyde *		104,711	\$0.00	104,711	104,711
49 Iredell *		462,321	\$0.00	462,321	462,321
50 Jackson *		172,192	\$0.00	172,192	172,192
51 Johnston *		588,501	\$0.00	588,501	588,501
52 Jones *		124,467	\$0.00	124,467	124,467

53 Lee	*	256,360	\$0.00	256,360	256,360
54 Lenoir	*	286,057	\$0.00	286,057	286,057
55 Lincoln	*	227,415	\$0.00	227,415	227,415
56 Macon	*	128,315	\$0.00	128,315	128,315
57 Madison	*	89,997	\$0.00	89,997	89,997
D4 M-T-W	*	372,841	\$0.00	372,841	372,841
60 Mecklenburg	*	0	\$0.00	0	0
62 Montgomery	*	176,233	\$0.00	176,233	176,233
63 Moore	*	293,828	\$0.00	293,828	293,828
64 Nash	*	340,209	\$0.00	340,209	340,209
65 New Hanover	*	591,276	\$0.00	591,276	591,276
66 Northampton	*	153,426	\$0.00	153,426	153,426
67 Onslow	*	520,602	\$0.00	520,602	520,602
68 Orange	*	384,477	\$0.00	384,477	384,477
69 Pamlico	*	105,329	\$0.00	105,329	105,329
71 Pender	*	207,202	\$0.00	207,202	207,202
73 Person	*	180,796	\$0.00	180,796	180,796
74 Pitt	*	532,303	\$0.00	532,303	532,303
75 Polk	*	95,259	\$0.00	95,259	95,259
76 Randolph	*	447,563	\$0.00	447,563	447,563
77 Richmond	*	247,284	\$0.00	247,284	247,284
78 Robeson	*	517,485	\$0.00	517,485	517,485
79 Rockingham	*	311,784	\$0.00	311,784	311,784
80 Rowan	*	434,537	\$0.00	434,537	434,537
82 Sampson	*	295,150	\$0.00	295,150	295,150
83 Scotland	*	220,053	\$0.00	220,053	220,053
84 Stanly	*	205,446	\$0.00	205,446	205,446
85 Stokes	*	139,484	\$0.00	139,484	139,484
86 Surry	*	270,785	\$0.00	270,785	270,785
87 Swain	*	119,064	\$0.00	119,064	119,064
D6 Toe River	*	171,351	\$0.00	171,351	171,351
88 Transylvania	*	110,442	\$0.00	110,442	110,442
90 Union	*	568,902	\$0.00	568,902	568,902
92 Wake	*	0	\$0.00	0	0
93 Warren	*	162,048	\$0.00	162,048	162,048
96 Wayne	*	439,155	\$0.00	439,155	439,155
97 Wilkes	*	249,198	\$0.00	249,198	249,198
98 Wilson	*	337,939	\$0.00	337,939	337,939
99 Yadkin	*	168,997	\$0.00	168,997	168,997
00 Yancey	*	96,682	\$0.00	96,682	96,682
Totals		27,797,814	0	27,797,814	27,797,814

Sign and Date - DPH Program Administrator  03/24/23   2:09 PM EDT	Sign and Date - DPH Section Chief Downloaded by:  03/29/23   2:48 PM EDT
Sign and Date - DPH Budget Office - ATC Coordinator  3/30/2023	Sign and Date - DPH Budget Officer  4/3/2023



*Budget Amendment and Sole Source Purchase Approval for Emergency Management*

**Description**

Submitted to account for two new Homeland Security Grants and a new Capacity Building Competitive Grant awarded by North Carolina Emergency Management. All three grants have no match requirements. The two Homeland Security Grants will be used to support exercise activities. The Capacity Building Competitive Grant will be used to acquire five cell tower on wheels devices called Compact Rapid Deployable for FirstNet manufactured by Rescue 42. The devices can be used to restore 911 service and public safety mobile communications when commercial Internet/cell service is disrupted. Grant funding will also be used to purchase Satellite Internet service from Expedition Communications. Rescue 42 is the only company that makes this equipment. Expedition Communications is Rescue 42's only authorized satellite Internet service provider. As a result no competition exist and a sole source resolution is needed to allow the purchase.

**Board Action Requested**

Approval

**Item Presenter**

Drew Pearson



# ***DARE COUNTY***

## ***BUDGET AMENDMENT***

*F/Y 2023- 2024*

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Emergency Management</u>					
<u>Revenues:</u>					
Hurricane/Terrorism Exercise	103542	422220	00405	10,000	
Active Assailant Exercise	103542	422220	00406	10,000	
NCEM Competitive Grant	103542	422224	00408	422,728	
<u>Expenditures:</u>					
Hurricane/Terrorism Exercise	104542	525800	00405	10,000	
Active Assailant Exercise	104542	525800	00406	10,000	
Capital Outlay-NCEM Comp Grant	104542	537400	00408	422,728	

**Explanation:**

Submitted to account for two new Homeland Security Grants and a new Capacity Building Competitive Grant awarded by North Carolina Emergency Management. All three grants have no match requirements.

The two Homeland Security Grants will be used to support exercise activities.

The Capacity Building Competitive Grant will be used to acquire five cell tower on wheels devices called Compact Rapid Deployable for FirstNet manufactured by Rescue 42. The devices can be used to restore 911 service and public safety mobile communications when commercial Internet/cell service is disrupted. Grant funding will also be used to purchase Satellite Internet service from Expedition Communications. Rescue 42 is the only company that makes this equipment. Expedition Communications is Rescue 42's only authorized satellite Internet service provider.

**Approved by:**

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

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

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

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

*Finance only:*

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



**RESOLUTION AUTHORIZING THE USE OF SOLE SOURCE PURCHASES PURSUANT TO G.S. 143-129(e)(6)**

**WHEREAS**, the County of Dare desires to purchase five (5) Rescue 42 Compact Rapid Deployable for FirstNet (CRD) cell tower on wheel devices and a two-year First Responder Priority, Ka-Band, Pooled 500GB Prepaid Bandwidth Plan for satellite internet service from Expedition Communications for the Dare County Emergency Management Department; and

**WHEREAS**, the purchase of Rescue 42 CRD's and satellite internet service from Expedition Communications, which is Rescue 42's only approved satellite internet service provider, is critical to ensuring the rapid restoration of 911 and public safety communication service when commercial service is disrupted; and

**WHEREAS**, North Carolina General Statute 143-129(e)(6) authorizes a unit of local government to purchase from a sole source when a product is needed and standardization or compatibility is the overriding consideration; and

**WHEREAS**, the Dare County Emergency Management Department has determined the Rescue 42 CRD with Expedition Communications satellite service is the only device manufactured and able to restore FirstNet public safety communications, are needed.

**NOW, THEREFORE BE IT RESOLVED**, by the Dare County Board of Commissioners that:

1. The County of Dare is authorized to enter into a contract in the amount of \$389,975 with Rescue 42 for the sole source purchase of five (5) Rescue 42 Compact Rapid Deployable for FirstNet cell tower on wheel devices and a two-year contract in the amount of \$29,990 with Expedition Communications for the sole source purchase of a First Responder Priority, Ka-Band, Pooled 500GB Prepaid Bandwidth Plan for the Dare County Emergency Management Department.
2. The County Manager is authorized to execute the agreements with Rescue 42 and Expedition Communications and is directed to take all steps necessary to place the CRD devices and satellite internet service on order.
3. This Resolution shall be effective upon its adoption.

This the 6<sup>th</sup> day of September, 2023.

---

Robert Woodard, Sr., Chairman

Attest:

---

Skyler Foley, Clerk to the Board



*Amendment to Capital Project Ordinance for FY 2024 Capital Improvements Plan (error correction)*

**Description**

The capital project ordinance for the FY 2024 CIP adopted on 8/7/2023 omitted two line items in error - \$150,000 for EMS mobile data computers and \$150,000 for I.T. computer replacements. The budget adopted for the Capital Investment Fund was correct.

**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**  
**Approved FY 2024 CIP Projects**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, originally adopted on 8/7/2023, is hereby amended:

Section 1 This ordinance is to amend the budget for the approved FY 2024 CIP projects per the Capital Investment Model, for the omission of two lines items in error.

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

Section 3 The following amounts are appropriated for the projects:

*Paygo Projects:*

EMS Mobile Data Computers	615531-737577-71024	\$150,000
I.T. Computers	615445-737577-71024	\$150,000

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

Transfer from Capital Investment Fund 2024	613090-491100-71024	\$300,000 (increase)
--	---------------------	----------------------

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

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

Adopted this 5<sup>th</sup> day of September, 2023

---

Chairman, Board of Commissioners

[SEAL]

---

Skyler Foley, Clerk to the Board of Commissioners



*Board of Commissioners In-County Travel Stipend*

**Description**

The Board's in-County travel stipend was last changed on July 1, 1999. The Consumer Price Index has increased 78% from 7/1/1999 to 6/30/2023. Staff proposes a \$200 per month increase per member, effective 9/1/2023, which is 49% increase for the Chairman and a 67% increase for each Board member. If approved, the County Manager will execute a budget amendment for the additional budget cost.

**Board Action Requested**

Approve staff proposal.

**Item Presenter**

David Clawson, Finance Director



*ESRI Small Government Enterprise Licenses*

**Description**

New 3 year Contract for ESRI Small Government Enterprise Licenses. Total contract amount is paid in 3 yearly installments This new licenses model gives us unlimited number of licenses for ESRI products with in the contract and expands our abilities to collect and map and display geospatial data. Drone2Map software will allow any department collecting drone imagery to map it directly in ESRI software. Software will be available to all departments in the county.

**Board Action Requested**

Approve Contract

**Item Presenter**

Matthew Hester



July 27, 2023

Mr. Greg Ball  
County of Dare  
954 Marshall C Collins Dr Rm 252  
Manteo, NC 27954

Dear Greg,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri  
Attn: Customer Service SG-EA  
380 New York Street  
Redlands, CA 92373-8100

e-mail: [service@esri.com](mailto:service@esri.com)  
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jessie White





# Quotation # Q-500815

Date: July 27, 2023

Customer # 258794 Contract # ENTERPRISE AGREEMENT

County of Dare  
 Information Technology Dept  
 954 Marshall C Collins Dr Rm 252  
 Manteo, NC 27954

ATTENTION: Greg Ball  
 PHONE: (252) 475-5831  
 EMAIL: gregb@darenc.gov

Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
 Quote is valid from: 7/10/2023 To: 10/8/2023

## EA

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 2	\$39,700.00	\$39,700.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 3	\$39,700.00	\$39,700.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

## Non-EA Year 1

Material	Qty	Term	Unit Price	Total
180146	1		\$875.00	\$875.00
ArcGIS Drone2Map Standard for ArcGIS Online Annual Subscription				

## Non-EA Year 2

Material	Qty	Term	Unit Price	Total
180146	1		\$875.00	\$875.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Wendy McGuire	<b>Email:</b> wmcguire@esri.com	<b>Phone:</b> 704-541-9810 x8657
--	------------------------------------	-------------------------------------

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



# Quotation # Q-500815

Date: July 27, 2023

Customer # 258794 Contract # ENTERPRISE AGREEMENT

County of Dare  
Information Technology Dept  
954 Marshall C Collins Dr Rm 252  
Manteo, NC 27954

ATTENTION: Greg Ball  
PHONE: (252) 475-5831  
EMAIL: gregb@darenc.gov

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
Quote is valid from: 7/10/2023 To: 10/8/2023

Material	Qty	Term	Unit Price	Total
ArcGIS Drone2Map Standard for ArcGIS Online Annual Subscription				

## Non-EA Year 3

Material	Qty	Term	Unit Price	Total
180146	1		\$875.00	\$875.00
ArcGIS Drone2Map Standard for ArcGIS Online Annual Subscription				

Subtotal:	\$120,525.00
Sales Tax:	\$7,958.25
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$128,483.25</b>

Upon acceptance of the offer, the County of Dare agrees to commit to the three-year term. Esri will invoice the County of Dare on for the annual fee, in advance, each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Pricing reflects the Small Gov Enterprise Agreement - the agreement must be ordered to receive this price for ArcGIS Drone2Map.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Wendy McGuire	<b>Email:</b> wmcguire@esri.com	<b>Phone:</b> 704-541-9810 x8657
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

**Esri Use Only:**

Cust. Name County of Dare, NC

Cust. # 258794

PO # \_\_\_\_\_

Esri Agreement # 00322196.0



**SMALL ENTERPRISE AGREEMENT  
COUNTY AND MUNICIPALITY GOVERNMENT  
(E214-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
ArcGIS Desktop Standard  
ArcGIS Desktop Basic  
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise (Advanced and Standard)  
ArcGIS Monitor  
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Runtime Standard  
ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
Two (2) ArcGIS CityEngine Single Use Licenses  
100 ArcGIS Online Viewers  
100 ArcGIS Online Creators  
17,500 ArcGIS Online Service Credits  
100 ArcGIS Enterprise Creators  
3 ArcGIS Insights in ArcGIS Enterprise  
3 ArcGIS Insights in ArcGIS Online  
10 ArcGIS Location Sharing for ArcGIS Enterprise  
10 ArcGIS Location Sharing for ArcGIS Online  
3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
3 ArcGIS Utility Network User Type Extensions (Enterprise)  
3 ArcGIS Trace Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>3</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>3</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

County of Dare  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): Q-500815

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to



supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

## 10.0—REVISED TERMS

The Parties agree that Section B.9.13 Dispute Resolution, subsection d. Arbitration of the Master Agreement does not apply. Customer will not agree to arbitration or waive its right to a jury trial.





*Board Appointments*

**Description**

The following Boards have appointments or actions this month:

1. Dare County Transportation Advisory Board
2. Land Transfer Tax Appeals Board
3. Health and Human Services Board
4. Upcoming Board Appointments

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



*Dare County Transportation Advisory Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

September, 2023

**DARE COUNTY TRANSPORTATION ADVISORY BOARD**

(Four Year Term)

The Advisory Board recommends the appointment of Thomas Maher (Government Sector) and Eleen Bryant.

Applications on file:

Eleen V. Bryant, Thomas Maher, Jo A. Wilson-Harfst

Other Members: See attached list

**DARE COUNTY TRANSPORTATION ADVISORY BOARD**

(Staggered Terms/Four Year Term)

**The Dare County Transportation System is required by the State's Community Transportation Program to have a local Transportation Advisory Board. This Board is expected to maintain a minimum level of coordinated transportation service and to maintain ongoing communications as a means of seeking public involvement and ongoing administrative oversight.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Jenna Wienert 605 West Third Street Kill Devil Hills, NC 27948 252-475-5636 <a href="mailto:jenna.wienert@darenc.gov">jenna.wienert@darenc.gov</a> Older Adult Services (Government Sector)	6-27	Apptd. 6/23
Chuck Lycett P.O. Box 1000 Manteo, NC 27954 475-5526 Health & Human Services (Government Sector)	6-26	Apptd. 6/98 Reapptd. 7/02,06,10,14, 18, 5/22
George Carver, Jr. 110 Scarborough Street Manteo, NC 27954 305-86-71 home <a href="mailto:Dareminoritycoalition1@gmail.com">Dareminoritycoalition1@gmail.com</a> (Public Business Sector)	12-23	Apptd. 12/19
<b>Vacant</b> <b>(Government Sector)</b>		
Mayte Hernandez-Beacham 233 Broadbay Drive Kill Devil Hills, NC 27948 252-441-1694 Ethnic Minority Rep (Human Services Sector)	10-23	Apptd. 10/19
Nessie Siler 146 Airport Rd. Manteo, NC 27954 473-3376 User with a Disability (Public/Business Sector)	6-26	Apptd. 6/14 Reapptd. 6/18, 5/22
John B. Rafferty 205 W. Kitty Hawk Road Kitty Hawk, NC 27949 678-908-6241 (Public/Business Sector)	9/26	Apptd. 9/22

Steve House 147 S. Dogwood Trail Southern Shores, NC 27949 <a href="mailto:Steve.House@darenc.gov">Steve.House@darenc.gov</a> 216-8985 Dare County Commissioner (Government Sector)	6/27	Apptd. 6/23
Alex Chandler 1229 Burnside Road Manteo, NC 27954 216-6058 (H) 473-3717 (W) <a href="mailto:chandleral@daretolearn.org">chandleral@daretolearn.org</a> Education Institution (Government Sector)	6/26	Apptd. 6/18, 5/22
Tiffanie Herring 201 W 1 <sup>st</sup> Street Greenville, NC 27834 <a href="mailto:tiffanie.herring@trilliumnc.org">tiffanie.herring@trilliumnc.org</a> Hospital Rep (Human Services Sector)	3/26	Apptd. 11/22
Amanda Hooper 1202 9 <sup>th</sup> Ave. Kill Devil Hills, NC 27948 <a href="mailto:manda.hooper@icloud.com">manda.hooper@icloud.com</a> (Public/Business Sector)	2/25	Apptd. 2/21
<b>Vacant</b>	<b>2/25</b>	<b>Appt. 2/21</b>

**NOTES:**

**CONTACT INFO:** Radcliff Hester, Transportation Director - 475-5641

**MEETING DATE:** Quarterly, Dare Co. Admin. Center, 8:30 a.m.

Stuart Bell appointed to fill unexpired term of Dick Wood 2/99.  
 Warren Judge replaced Stuart Bell 7/99. Doug Tutwiler replaced John Xenakis 7/99.  
 Randy Hemmis filled unexpired term of Al Valentino and Bryan Shaw filled unexpired term of Ward Barnett 1/00; Richard Wescoat appointed to fill unexpired term of Al Forman 2/00.  
 Donnie Just apptd. to fill unexpired term of Doug Tutwiler & Ray Seiwel filled unexpired term of Randy Hemmis 2/00; Trish Blacmon appointed to fill unexpired term of Wilson Shearin 6/00.  
 Christan Zdanski replaced Uli Bennewitz 6/00.  
 Oral Ali replaced Lani Goodwin 6/00; Dawn Enochs replaced Warren Judge 6/00.  
 David Hoare appointed to fill unexpired term of Richard Wescoat 10/00.  
 Curtis Creech appointed to fill unexpired term of Chris Zdanski 12/00.  
 Comm. Geneva H. Perry filled unexpired term of outgoing Comm. Cheryl Byrd 1/01.  
 Kim Bailey replaced Ann Laughlin 7/01; David Quidley replaced Bryan Shaw 7/01.  
 Jeff Tack filled unexpired term of Dawn Enoch 7/01; Eric Spears filled unexpired term of Donnie Just 7/01.  
 Kermit Skinner filled unexpired term of the late Curtis Creech 6/02.  
 DCBC eliminated seat for Cancer Support Group 7/1/02.  
 Jody Crosswhite filled unexpired term of Trish Blackmon 12/02.  
 Comm. Cheryl Byrd appointed to fill unexpired term of outgoing Comm. Geneva Perry 2/03.  
 Margie Midgett appointed to fill unexpired term of Dell Collins 3/03.

Doug Seay replaced Jeff Tack and Sandy Morrison apptd. to fill term of David Hoare 6/03.  
Pete Groom replaced Alex Risser 6/04; Pat Morrissey replaced Kermit Skinner, 6/04.  
Kenny Kee replaced Jimmy Perry 6/04; Megan Gregory replaced David Quidley 1/05.  
Robert Woodard apptd. to fill unexpired term of Doug Seay 2/05.  
Amy Etheridge apptd. to fill unexpired term of Kim Bailey 2/05.  
Ben Sproul apptd. to fill vacant OB Rest. Assoc. seat 4/05.  
Andy Szakos filled term of Sandy Morrison & Michelle Pharr filled term of Bob Woodard 3/06  
Tim Shearin filled unexpired term of Pat Morrissey 4/06.  
David Kleinschuster apptd. to fill unexpired term of Amy Etheridge 6/06.  
Comm. Jack Shea apptd. to fill unexpired term of Cheryl Byrd 1/07.  
Amy Montgomery filled unexpired term of Gina Scarborough 9/11.  
Kristen Parrino filled vacant Hatteras Island seat 4/15.  
Apptd. Ginny Zdanski to fill vacant Public Human Service Agency seat 11/16.  
Apptd. Mandy Earnst to fill Human Services Sector seat 10/17.  
Alex Chandler appointed to replace John Winston, Jr. 6/18  
Chuck Lycett replaced Jay Burrus who retired 9/18; Jim Tobin replaced Jack Shea 1/19  
Mandy Earnst removed from list, never attended meetings per Don Cabana 1/19  
Mayte Hernandez-Beacham apptd. 10/19; Maria Heifferon resigned 10/19  
George Carver, Jr. apptd. 12/19  
Lorenzo Foster and Amanda Hooper apptd. 2/21  
Stephanie Webb apptd. to serve in Human Services Sector seat. 3/22  
Brandi Bohanan, Chuck Lycett, Nessie Siler, and Alex Chandler were reappointed. Kenny Kee  
did not want to be reappointed. 5/22  
John B. Rafferty appointed for Public/Business Section 9/22  
Tiffanie Herring appointed to complete term of Stephanie Webb 11/22  
Brandi Bohanan retired 03/2023; Lorenzo Foster removed from Board for attendance 5/4/23  
Jenna Wienert appointed to replace Brandi Bohanan and Commissioner Steve House appointed  
to temporarily replace Commissioner Jim Tobin. Lorenzo Foster removed for attendance 6/23

**REVISED 06/23**



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**Advisory Board or Committee interested in:**

1<sup>st</sup> choice: Transportation Advisory Board

2<sup>nd</sup> choice:

3<sup>rd</sup> choice:

**Name:** ELEEN V BRYANT

**Address:** PO BOX 2085

**City/State/Zip:** MANTEO NC 27954

**Email Address:** eleenbryant@gmail.com

**Telephone:** Home: (252)423-1305 Business: (252)423-1305

**Resident of Dare County:** YES

**Occupation:** RETIRED FROM FINANCE /LOCAL GOVERNMENT

**Business Address:** 2524755640

**Educational background:**

Graduated from Kee's Business College  
Continued classes at College of The Albemarle.  
Graduated from Manteo High School in 1983

**Business and civic experience and skills:**

Assisted in administering the Procurement and Purchasing system for the County of Dare.  
Managed administrative activities including ordering supplies and putting information in the computer, processing requisitions, and purchase orders for various departments, delivering orders and maintaining Wex Gas Cards for the County.

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

None

**REFERENCES**

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

Name	RADCLIFF HESTER
Business/Occupation	TRANSPORTATION DIRECTOR
Address	PO BOX 1 MANTEO NC 27954
Telephone	(704)689-3804

---



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name HELENE TAYLOR  
Business/Occupation TRANSPORTATION ADMINISTRATIVE SPECIALIST  
Address  
Telephone (252)207-8260

---

Name DARLENE GOVAN  
Business/Occupation STAN WHITE REALTY  
Address 932 HARRIOT STREET MANTEO, NC 27954  
Telephone (252)216-5292

---

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:

*Eleen V Bryant*

Date: 7/11/2023





# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

---

**1st Choice**                      Transportation Advisory Board

**2nd Choice**

**3rd Choice**

**Name**                              Thomas Maher

**Address**                            170 Dogwood Trl

**City/State/Zip**                    Manteo, NC 27954

**Email**                                tmaher1962@gmail.com

**Personal Phone**                    (252)305-5844

**Business Phone**                    (252)473-2300

**Business Address**                917 N Hwy 64/264

**Occupation**                        Mechanic

**Dare County**                         YES

**Resident**                             NO

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

**Educational Background**                      I graduated from Manteo High School. I attended Martin Community College. I have degree in Automotive Mechanics.

**Business and civic experience and skills**                      I have owned and operated several automotive repair businesses. I presently work as the mechanic for Roanoke Island Fire Dept. I also volunteer as a fire fighter. I served 8 years as a member of the Dare County Board of Education. I served 5 years as the ecclesiastical leader of The Church of Jesus Christ of Latter Day Saints. I have also served in other leadership positions as part of the church.

**Other boards, Committees, Commissions on which you presently serve**                      I presently serve on the finance and equipment committees for Roanoke Island Fire Dept.

## REFERENCE #1

**Name**                                Bill Walker

**Business**                            Chief- Roanoke Island Fire Dept

**Address**                            917 N Hwy 64/264 Manteo NC 27954

**Phone**                                (252)305-2430

**REFERENCE #2**

**Name** Jamie Parker  
**Business** Fishing Business/ Hunting Guide  
**Address** 125 Baum Bay Dr. Kill Devil Hills, North Carolina 27948  
**Phone** (252)599-1739

**REFERENCE #3**

**Name** Mac Gray  
**Business** Vector Control Supervisor- Dare County Mosquito Control  
**Address** 138 California Ln Manteo NC 27964  
**Phone** (252)305-1066

**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.

A rectangular box containing a handwritten signature in black ink. The signature appears to be "Mac Gray" written in a cursive style.

**Date** 7/31/2023

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1<sup>st</sup> choice Library Board

2<sup>nd</sup> choice Transportation Advisory Board

3<sup>rd</sup> choice Zoning Board of Adjustment

Name Jo A. Wilson-Harfst

Address 1723 Virginia Ave.

City/State/Zip Kill Devil Hills, NC 27948

Email Address joannharfst@gmail.com

Telephone Home: 804-384-1584

Business: NA

Resident of Dare County:  yes  no

Occupation: retired

Business Address: \_\_\_\_\_

Educational background:

MPA - Pub. Admin. , BA - Sociology

SPHR - Human Res. certification

Business and civic experience and skills:

Served as local director of Social Services in Mathews Co. VA 17 years. Was Eastern Reg. Dir. of Social Services in VA 4 years. Was program Dir. for VA chapter March of Dimes 4 years. Have served on numerous family services boards over the years and on board of a local charitable foundation for 6-8 yrs.

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

---

---

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Kimberly Irvine	Administrator	906 Marlbank Dr. Yorktown VA	757-272-6028
Janine Sewell	retired Admin.	P.O. Box 41 Avon, NC 27915	540-376-2358
Gail Davidson	Child Protective Ser. Consultant	417 Fishermans Rd. Norfolk, VA	757-288-8384

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

Date: 10/10/2020 Signature of applicant: *Janine Hopt*

FOR OFFICE USE ONLY:

Date received: 10/13/2020



*Land Transfer Tax Appeals Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

**LAND TRANSFER TAX APPEALS BOARD**

(Four Year Term)

This Board meets when someone disputes the amount of land transfer tax.

**Appointments**

Mike Stone did not wish to be reappointed. The Town of Southern Shores recommends Maggie Carroll to be appointed to fill the vacancy.

**Reappointments**

Mike Siers and Jack Overman wish to be reappointed for another term.

**Applications**

There are no applications on file at this time.

Other Members: See attached list



**LAND TRANSFER TAX APPEALS BOARD**  
(Four Year Term)

**This Board meets when a person disputes the amount of land transfer tax due as stated by the Tax Collector.**

<u>MEMBER</u>	<u>AREA REPRESENTING</u>	<u>TERM EXPIRATION</u>
Jacqueline Ricks-Sample P.O. Box 1367 Kill Devil Hills, NC 27948 441-4367 (Town of KDH appointee)	KDH	Expires 6/25 Reaptd. 6/13,17,21
Michael Stone P.O. Box 150 Kitty Hawk, NC 27949 255-0275 (Town of SS appointee)	SS	Expires 6/23 Apptd. 11/15 Reaptd. 6/19
Michael Siers 4638 S Blue Marlin Way Nags Head, NC 27959 252-489-3861 Mike.siers@nagsheadnc.gov (Town of Nags Head appointee)	NH	Expires 6/23 Apptd. 6/19
Jack Overman 110 Puddle Lane Manteo, NC 27954 473-2126	Comm. Apptd.	Expires 6/23 Reaptd. 6/11, 11/15, 6/19
Rob Rollason 706 7 <sup>th</sup> Avenue Kill Devil Hills, NC 27948 <a href="mailto:robrollason@gmail.com">robrollason@gmail.com</a> 252-475-0002	Comm Apptd.	Expires 6/25 Apptd., 6/21
Vacant James Ayers – resigned (10/21).	Manteo	Expires 10/25 Apptd. 10/21
Lynne McClean 610 W. Kitty Hawk Road Kitty Hawk, NC 27948 202-9672 Lynne.mcclean@kittyhawktown.net (Town of Kitty Hawk appointee)	KH	Expires 6/25 Apptd. 6/17 Reaptd. 6/21

**MEETING DATE: The board only meets when there is an appeal.**

Robert Outten, County Attorney  
P.O. Box 1000  
Manteo, NC 27954 Phone: 475-5811

Hosea E. Wilson, III, AAS, County Assessor  
P.O. Box 1000  
Manteo, NC 27954 Phone: 475-5940

Barbara Connery replaced Manson Meekins who resigned 6/99.  
Russell Langley replaced Smokey Broughton 8/99.  
Robert Muller replaced Ronald Scott 8/99.  
Robert Rallason reappointed for four year term 3/02.  
Barbara Connery reappointed for four year term 4/02.  
June Neri replaced Jule Burrus and Bill Fruit replaced Leo Antonucci 4/02.  
Doug Seay replaced Bill Fruit 9/05.  
Emilie Klutz replaced Doug Seay 1/06.  
Doug Remaley replaced Bob Muller 9/07.  
Jack Overman apptd. to fill seat left vacant by Russell Langley 1/08.  
Jacqueline Ricks-Sample appointed to fill unexpired term of Robert Rollason 5/2010.  
Michael Stone replaced James Perry, Town of Southern Shores 11/15.  
John Ratzenberger replaced the late Doug Remaley, Town of Nags Head, 11/15.  
Lynne McClean replaced Emilie Klutz  
Michael Siers replaced John Ratzenberger – Town of Nags Head 06/19  
Rob Rollason appointed as Board of Commissioners' appointment, 06/21  
James Ayers appointed for Town of Manteo., 10/21 – resigned 10/21

**REVISED 10/21**





*Health and Human Services Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

September 2023

**BOARD APPOINTMENT**

**HEALTH AND HUMAN SERVICES BOARD**

(Staggered/Four Year Term)

Serves as the policy-making, rule-making and administrative board of the consolidated human services agency. NCGS 153A-77 requires that "After the subsequent establishment of the Human Services Board, it's Board shall be appointed by the Board of County Commissioners from nominees presented by the Human Services Board."

The terms of Dr. James Woodson and Tim Shearin expire September 2023,  
They are not eligible for reappointment

The Board recommends Makani Peele (Dentist) and Duwayne Gibbs (At-Large) for appointment

The Board recommends the reappointment of Daniel Jones (Optometrist)

Applications have been received from: Duwayne Gibbs, James Martin, Nancy Elizabeth Moore,  
Cheri L. Peele, Makani Peele, Stephanie Webb

Other Members: See attached list

**HEALTH AND HUMAN SERVICES BOARD**  
 (Staggered/Four Year Term)

The Health and Human Services Board serves as the policy-making, rule-making,  
 and administrative board of the consolidated human services agency.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Brent Richardson 2029 Martins Point Road Kitty Hawk, NC 27949 (Pharmacist Position)	9/26	Apptd. 9/22
L'Tanya Murray 118 Raleigh Wood Dr. Manteo, NC 27954 423-1104 (H) 489-3629 (W) (At Large)	9/25	Apptd. 6/15 Reapptd. 9/17,10/21
Jamie Daniels 301 Devon Street Manteo, NC 27954 252-473-6888(W) 252-216-5518(H) (At Large)	9/26	Apptd. 9/22
Dr. Mark Grossman 512 Pirates Way Manteo, NC 27954 423-0975 (Veterinarian Position)	9/24	Apptd. 3/16 Reapptd. 9/16, 8/20
Doug Tillett 105 Middle Street Manteo, NC 27954 dougcsseptic@aol.com 252-473-23379 (Engineer Position)	9/25	Apptd. 9/21
Dr. Daniel L. Jones 810 Back Bay Road Manteo, NC 27954 252-441-2000 (Optometrist Position)	11/23	Apptd. 11/19
Wally Overman 549 Skyco Road Manteo, NC 27954 473-3433 (H) 216-6042 (W) (At Large)	9/24	Apptd. 3/17 Reapptd. 8/20

Dr. James Woodson 104 Alder Branch Road Manteo, NC 27954 305-4450 (H) 441-1319 (W) (Dentist Position)	9-23	Apptd. 11/15, 11/19
Alexis Hodges P.O. Box 29 Hatteras, NC 27943 986-2230 (H) 995-3900 (W) (Nurse Position)	9/24	Apptd. 9/13 Reapptd. 9/16, 8/20
Christopher Roberts PO Box 161 Manteo, NC 27954 <a href="mailto:coastalcounseling@yahoo.com">coastalcounseling@yahoo.com</a> 473-7077 (H) 473-4727 (W) (Social Worker Position)	9/26	Apptd. 10/18 Reapptd. 9/22
Ashley Clower' 162 S. Dogwood Trail Kitty Hawk, NC 27949 732-691-0927 (H) (Physician Position)	9/25	Apptd. 9/21
Ashley Jackson PO Box 446 Hatteras, NC 27943 703-489-1898 (H) 252-489-6644 (W) <a href="mailto:jacksonas@daretolearn.org">jacksonas@daretolearn.org</a> (At Large)	9/26	Apptd. 4/19 Reapptd. 9/22
Tim Shearin 136 Cannon Trail Manteo, NC 27954 252-305-8778 (H) 252-475-5980 (W) (At Large)	9/23	Apptd. 11/13 Reapptd. 9/15, 11/19
Janine M. Sewell P.O. Box 41 Avon, NC 24915 540-376-2358 (C) (At Large)	9/24	Apptd. 9/20
Allen Moran 381 Mother Vineyard Rd Manteo, NC 27954 252-423-1309 (H) (At Large)	9/25	Apptd. 9/21

Ervin Bateman  
4148 Poor Ridge Road  
PO Box 1127  
Kitty Hawk, NC 27949  
Ervin.bateman@darenc.com  
216.1526 (C)  
(Commissioner Rep.)

9/25

Apptd. 1/19  
Reapptd. 9/21

**NOTES:** Formed September 2013

**MEETING INFO:** 4<sup>th</sup> Tuesday of February and August and on the 3<sup>rd</sup> Tuesday in May and November unless otherwise noted, 6:30 p.m. DSS Bldg.

**CONTACT INFO:** Tim Shearin, Chair

**MEMBERS COMPENSATED:** \$100 per meeting

09/14 - Kevin Phillips replaced Steve Evans  
01/15 - Beverly Boswell appointed to fill unexpired term of Allen Burrus  
06/15 - L'Tanya Murray filled unexpired term of Brant Murray  
11/15 - Dr. James Woodson replaced Dr. J. Trahey Maner  
03/16 - Dr. Mark Grossman filled unexpired term of Dr. Steven Samson  
03/17 - Wally Overman appointed to fill unexpired term of Beverly Boswell  
09/18 - Kevin Phillips and Nicholas Kiouisis reappointed.  
10/18 - Christopher Roberts appointed to replace Tanya Barkley Graham (Social Worker Seat)  
01/19 - Ervin Bateman replaced Bob Woodard  
04/19 - Ashley Jackson appointed to fill vacant At Large Seat.  
06/19 - Dr. Janet Riddick passed away  
11/19 - Daniel Jones apptd. as optometrist, Tim Shearin and James Woodson reappointed  
08/20 - Dr. Grossman, Wally Overman and Alexis Hodges reapptd.  
09/20 - Janine Sewell appointed to fill Frank Hester vacancy  
09/21 - Dr. Ashley Clower apptd. to replace Dr. Christian Lige, Doug Tillett to replace David Ryan and Allen Moran to replace Kaye White  
09/22 Brent Richardson replaced Kevin Phillips and Jamie Daniels replaced Nick Kiouisis – Christopher Roberts and Ashley Jackson were reappointed for another term

**REVISED 9/22**





APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**Advisory Board or Committee interested in:**

1<sup>st</sup> choice: Health and Human Services Board

2<sup>nd</sup> choice:

3<sup>rd</sup> choice:

**Name:** DUWAYNE GIBBS

**Address:** 132 JAYHUE DR

**City/State/Zip:** MANTEO, NC 27954

**Email Address:** duwayne.gibbs@darenc.gov

**Telephone:** Home: 2524737607 Business:

**Resident of Dare County:** YES

**Occupation:** PASTOR, BUISNESS OWNER, DEPUTY

**Business Address:**

**Educational background:**

I have 2 years of College.

**Business and civic experience and skills:**

Im currently the lead Pastor of a local church in Manns Harbor, A Business owner and Deputy Sheriff.

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

I am Currently not sitting on any boards.

**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	L'TANYA MURRAY
Business/Occupation	EDUCATOR
Address	118 RALEIGHWOOD DR MANTEO NC 27954
Telephone	252-423-1104

---

Name	CHRISTINE BRICKHOUSE
Business/Occupation	RELIGIOUS
Address	
Telephone	2527064811



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

---

Name TIM SHARON  
Business/Occupation SHERIFF OFFICE  
Address 954 MARSHALL C COLLINS DR MANTEO NC 27954  
Telephone 2524755980

---

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:

*DuWayne E Gibbs*

Date: 7/6/2023



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice                    Health and Human Services Board

2nd Choice

3rd Choice

Name                         James Martin

Address                      115 Elizabeth Dr

City/State/Zip              Manteo NC 27954

Email                         staton@jmartinco.net

Personal Phone             (252)423-0501

Business Phone            (252)423-0501

Business Address         115 Elizabeth Dr

Occupation                 Real Estate Sales and property management

Dare County                 YES  
Resident                      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                 Rose High Greenville, NC Class of 1965  
Background                 Barton College Wilson NC Class of 1971

Business and civic         Banking 1972 thru 1996, Wachovia, Planters, and Centura. Self-employed 1996 until  
experience and skills     present, Dare Mortgage, Inc. and J.S.Martin & Co. Inc. Real Estate sales and  
property management, specializing in HOA Mgmt. I was a member and served as  
president of Manteo Rotary for the year 2000 and was involved in creation of the  
Rockfish Rodeo and the scholarship program for about ten years. Also participated  
in Boy Scout and numerous church committees.

Other boards,                No Civic responsibilities at this time  
Committees,  
Commissions on  
which you presently  
serve

## REFERENCE #1

Name                         Jerry Tillett

Business                     Sr. Resident Superior Court Judge

Address                      246 Croatan Woods Rd. Manteo, NC

Phone                        (252)423-1998



**REFERENCE #2**

**Name** Steve House  
**Business** Dare county Commissioner--First flight Home Services  
**Address** 288 North Dogwood Trail Southern shores NC  
**Phone** (252)305-9258

**REFERENCE #3**

**Name** Richard Hess  
**Business** Sun Realty, Sales Mgr  
**Address** PO Box 2273, Kitty hawk, NC  
**Phone** (252)256-2112

**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.

A rectangular box containing a handwritten signature in cursive script that reads "J.S. Martin".

**Date** 7/27/2022



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** Aging Advisory Council

**2nd Choice** Health and Human Services Board

**3rd Choice** Nursing Home Community Advisory Council/DC Joint Comm. Advisory Committee

**Name** Nancy Elizabeth (Beth) Moore

**Address** 121B Colington Pointe Drive

**City/State/Zip** Kill Devil Hills, NC 27948

**Email** beth.moore@patientadvocate.org

**Personal Phone** (757)303-9443

**Business Phone** (800)532-5274

**Business Address** 421 Butler Farm Road Hampton, VA 23666

**Occupation** Executive Vice President, Corporate Communications

**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** Ms. Moore joined Patient Advocate Foundation in 2000, a national nonprofit organization that provides case management & financial aid services to patients with chronic and life-threatening illnesses. She has served in multiple positions including EVP of Corporate Communications, and prior to her relocation to North Carolina in 2014, President of Mission Delivery. A graduate of Hampton High School she studied political science at Chowan College

**Business and civic experience and skills** Proactive, visionary leader for external initiatives involving multi-sector stakeholders who share the mission to improve healthcare access. Instrumental in obtaining national grants & cooperative agreements delivering & directing services across a multitude of nationally recognized programs in the fields of case management and financial assistance. Highly effective advocate with deep expertise surrounding healthcare access obstacles & solutions.

**Other boards, Committees, Commissions on which you presently serve** Extensive service as expert reviewer and/or advisory board member to numerous and diverse organizations, agencies and coalitions have included: Centers of Disease Control and Prevention Advisory Committee on Breast Cancer in Young Women, Duke University Clinical Trials Advisory Panel for the project on the Impact of Third-Party Payment on Clinical Trials Accrual & Retention, Virginia Cancer Plan Action Coalition (CPAC)

## REFERENCE #1

**Name** Bill Nason, MBA, Chief Financial Officer

**Business** Patient Advocate Foundation  
**Address** 421 Butler Fam Road Hampton, VA 23666  
**Phone** (757)474-5451

**REFERENCE #2**

**Name** Erica Cobb  
**Business** International Taxation  
**Address** 15 Sailfish Drive Manteo, NC 27954  
**Phone** (919)606-0059

**REFERENCE #3**

**Name** Rebekah Angove, PhD  
**Business** Executive Vice President, Research and Evaluation  
**Address** 421 Butler Farm Road Hampton, VA 23666  
**Phone** (757)390-9486

**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.



*Beth Moore*

**Date** 7/11/2022



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** College of the Albemarle Board of Trustees

**2nd Choice** Health and Human Services Board

**3rd Choice** Parks and Recreation Advisory Council

**Name** Cheri L Peele

**Address** 700 Skipjack Lane

**City/State/Zip** G-10

**Email** peelee290@gmail.com

**Personal Phone** (252)473-8192

**Business Phone**

**Business Address** 528 NC Hwy 343 North

**Occupation** Therapist

**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** Master of Education from the College of William and Mary with a concentration in Community Counseling. Substance Abuse provider education also completed. Undergraduate degree in Psychology was also obtained from the College of William and Mary.

**Business and civic experience and skills** Worked with Dare County Cooperative Extension with At-Risk Youth. I have also worked for Dare County as a therapist implementing their Substance Abuse at New Horizons. I was in private practice offering Mental Health and Substance Abuse services on the Outer Banks. In private practice, I did see clients from Dare County government and the Town of Nags Head.

**Other boards, Committees, Commissions on which you presently serve** Founding member of Outer Banks Mommy and Me. I currently am a board member of emeritus.

## REFERENCE #1

**Name** Ronald Bradshaw

**Business** Currents Construction, Inc

**Address** 528 NC Hwy 343 North

**Phone** (757)650-9926

**REFERENCE #2**

**Name** Thea Crane O'Neil

**Business**

**Address** Martins Point, Kitty Hawk

**Phone** (252)207-1771

**REFERENCE #3**

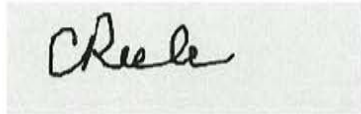
**Name** Sarah Palmer

**Business**

**Address** Sligo, NC

**Phone** (757)672-6748

**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.

A rectangular box containing a handwritten signature in black ink. The signature appears to be 'S. Palmer' written in a cursive style.

**Date** 2/11/2022



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**Advisory Board or Committee interested in:**

1<sup>st</sup> choice: Health and Human Services Board

2<sup>nd</sup> choice:

3<sup>rd</sup> choice:

**Name:** MAKANI PEELE

**Address:** 138 TOLER RD

**City/State/Zip:** MANTEO, NC 27954

**Email Address:** makanipeele@gmail.com

**Telephone:** Home: (252)996-0160 Business: (252)473-5774

**Resident of Dare County:** YES

**Occupation:** DENTIST

**Business Address:** 2038 NC HWY 345 S WANCHESE, NC 27981

**Educational background:**

A Hatteras Island native I attended CHSS (albeit I did so K-10), followed by NC School of Science and Math from 2006-2008 to complete high school. From 2008-2012 I attended University of North Carolina at Chapel Hill to receive a BA in Chemistry and a Minor in Spanish. I also completed a pre-dental track in order to apply to dental school. East Carolina University School of Dental Medicine from 2012-2017 for dental school & residency.

**Business and civic experience and skills:**

I have owned my dental practice in Wanchese since 2018. I serve as Treasurer for the North Carolina Dental Society 5th district. Within the next 2 years, I will move up the chain to President of the 5th District.

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

See above

**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	DR. JOHN WILLIAMS
Business/Occupation	CAROLINA ENDODONTIC ASSOCIATES
Address	104 OAKMONT DRIVE GREENVILLE, NC 27858
Telephone	(252)493-7123

---





APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name DR. BILL LEE  
Business/Occupation RETIRED DENTIST  
Address  
Telephone (252)347-2500

---

Name JOAN BOSWELL  
Business/Occupation RECEPTIONIST, PEELE FAMILY DENTISTRY  
Address  
Telephone (252)473-5774

---

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:

*Makani Prole, DMD*

Date: 6/19/2023



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** Juvenile Crime Prevention Council (JCPC)

**2nd Choice** Health and Human Services Board

**3rd Choice** Transportation Advisory Board

**Name** Stephanie Webb

**Address** 3808 Palmer Drive

**City/State/Zip** Unit A

**Email** stephanie.webb@trilliumnc.gov

**Personal Phone** (336)935-6613

**Business Phone**

**Business Address** 201 W 1st Street Greenville, NC 27858

**Occupation** System of Care Coordinator

**Dare County Resident**  YES

NO

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

**Educational Background** Master of Social Work  
LCSW-A

**Business and civic experience and skills** My career has been within the social work profession for over 8 years. I have had the opportunity to provide service to Community Health centers, Non-Profits, local Department of Social Services, local Mental Health and Substance Use Agencies and Long Term Care facilities. I have had the opportunity to engage with multiple counties in Eastern NC such as Wilson, Pitt, Beaufort, Lenoir, Greene and Craven county.

**Other boards, Committees, Commissions on which you presently serve** Beaufort County JCPC  
Dare County Child Collaborative  
Beaufort County Child Collaborative  
Hyde County Child Collaborative  
Beaufort County Mental Health Task Force

## REFERENCE #1

**Name** Dave Peterson

**Business** Trillium Health Resource

**Address** 201 W 1st Street Greenville, NC

**Phone** (252)320-4385



**REFERENCE #2**

**Name** Susan Hall  
**Business** Trillium Health Resources  
**Address** 201 W 1st Street Greenville, NC  
**Phone** (252)751-8583

**REFERENCE #3**

**Name** Raven Walker  
**Business** Guilford County Schools  
**Address**  
**Phone** (336)501-1784

**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.

*Signature: (Illegible)*

**Date** 2/23/2022



*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.***

**October, 2023**      Juvenile Crime Prevention Council – 3 terms expiring  
                         Transportation Advisory Board – 1 term expiring

**November, 2023**    Health and Human Services Board – 1 term expiring

**December, 2023**   Equalization and Review 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)

***Skyler Foley, 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



*Closed Session*

**Description**

Closed Session pursuant to:  
NCGS 143-318.11(a)(3) to consult with the attorney in order to preserve the attorney-client privilege relative to O'Hara v. Dare County.

**Board Action Requested**

Approve Closed Session

**Item Presenter**

Robert Outten, County Manager