



COUNTY OF DARE
PO Box 1000, MANTEO, NC 27954
DARE COUNTY BOARD OF COMMISSIONERS

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

Monday, March 04, 2024

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

- 9:00 AM **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1 Opening Remarks - Chairman's Update
- ITEM 2 Service Pins - March, 2024
- ITEM 3 Employee of the Month
- ITEM 4 EMS Presentation
- ITEM 5 Public Comments
- ITEM 6 **Public Hearing** - Request to Close the Unimproved Extension of Washington St. on Roanoke Island
- ITEM 7 Amendment to SUP #6-2020 issued to Dare Challenge for a Group Development
- ITEM 8 Edgcamp Estates Subdivision--Preliminary Plat Review
- ITEM 9 Dare County 4-Towns Beach Nourishment Project Grant Resolution
- ITEM 10 Library Discussion – Continue EARL or Stand Alone
- ITEM 11 Resolutions Approving Financing Terms: \$2,737,200 for three years at 4.2638% for General Equipment / \$2,014,911 for five years at 4.0396% for Public Works & Network Equipment
- ITEM 12 Approval of 2024 (Phase II) Capital Projects - Manteo Youth Center, Kitty Hawk EMS Station, & Manns Harbor EMS Station
- ITEM 13 Adoption of Budget for Phase II Projects - Manns Harbor EMS, Manteo Youth Center, & Kitty Hawk EMS
- ITEM 14 Approval of the Guaranteed Maximum Price Contract Amendment for the 2024 (Phase II) Capital Projects - Manteo Youth Center, Kitty Hawk EMS Station, and Manns Harbor EMS Station
- ITEM 15 **Public Hearing** - Series 2024 Limited Obligation Bonds & the Capital Projects to be Financed Thereby
- ITEM 16 Resolution of The Board of Commissioners of The County of Dare, NC, Authorizing the Negotiation of An Amendment to an Installment Financing Contract & Providing for Certain Other Related Matters Thereto
- ITEM 17 **Consent Agenda**
1. Approval of Minutes (2/5/24)
 2. Tax Collector's Report
 3. Dare County Farm Lease
 4. Audit Contract for the Fiscal Year to End on June 30, 2024
 5. Government Education Access Channels 2024-25 Proposed Budget
 6. Lease Agreement for State Highway Patrol Office Space
 7. Outer Banks Tennis Association – Parks and Recreation MOU
 8. DHHS-Public Health Division -Medicaid Managed Care Budget Amendment
- ITEM 18 **Board Appointments**
1. Older Adult Services Advisory Council
 2. Upcoming Board Appointments
- ITEM 19 **Commissioners' Business & Manager's/Attorney's Business**

ADJOURN UNTIL 9:00 A.M. ON APRIL 2ND, 2024.



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 - March, 2024

Description

Service pins for the month of March will be presented.

Board Action Requested

None

Item Presenter

Robert Outten, County Manager



Employee of the Month

Description

The Employee of the Month Certification for March will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



EMS Presentation

Description

Chief Jennie Collins will be delivering a presentation on behalf of the EMS Department.

Board Action Requested

Informational Presentation

Item Presenter

Chief Jennie Collins



Public Comments

Description

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

Comments can be made at the Commissioners Meeting Room in Manteo (Administration Bldg., 954 Marshall Collins Drive, Manteo) or through an interactive video link at the Fessenden Center (46830 NC Highway 12, Buxton).

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Public Hearing on a Request to Close the Unimproved Extension of Washington Street on Roanoke Island

Description

Two property owners adjacent to the unimproved extension of Washington Street on Roanoke Island are requesting that this portion of the right-of-way be permanently closed pursuant to the requirements of North Carolina General Statute 153A-241.

At close of the public hearing the board will be in a position to act on the request.

Motion to adopt--"I move to adopt the order to permanently closing the unimproved extension of Washington St on Roanoke Island, as requested by the applicants

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

Board Action Requested

Conduct Public Hearing

Item Presenter

Noah H Gillam, Planning Director

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

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

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

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

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

STATE OF NORTH CAROLINA
DARE COUNTY

CONSENT TO CLOSURE OF A PORTION OF WASHINGTON ST. SR-1558

I, Burnside Estates LLC by Michael R. Davenport, the undersigned, first being duly sworn, do hereby depose and say:

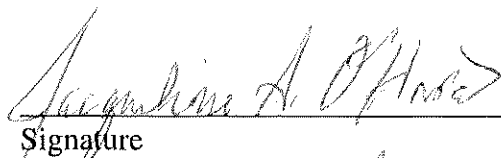
1. I am the exclusive owner of Lots 7,8 & 9, Block 6, Roanoke Park extended, Pin#9880101362318.
2. My property adjoins the Dare County paper street known as Washington St.
3. I consent to the closure of the adjoining part of Washington St.
4. I support the Dare County Board of Commissioners closing part of Washington St. permanently.



Burnside Estates LLC by Michael R. Davenport

STATE OF NORTH CAROLINA
DARE COUNTY

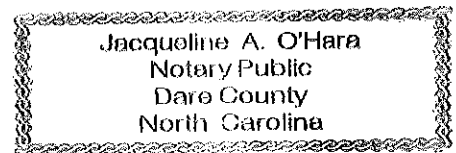
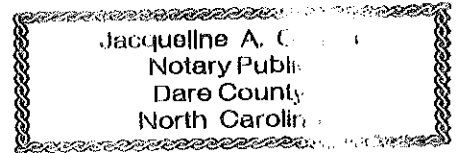
Sworn to and subscribed before me on this 27th day of November, 2023.



Signature

Name of Notary Public: Jacqueline A. O'Hara

My commission expires: 8-5-28



STATE OF NORTH CAROLINA
DARE COUNTY

CONSENT TO CLOSURE OF A PORTION OF WASHINGTON ST. SR-1558

I, Edgar Mallory & Ruth Mallory, the undersigned, first being duly sworn, do hereby depose and say:

1. I am the exclusive owner of Lot 15, Block 6, Roanoke Park extended, Pin#988010360205.
2. My property adjoins the Dare County paper street known as Washington St.
3. I consent to the closure of the adjoining part of Washington St.
4. I support the Dare County Board of Commissioners closing part of Washington St. permanently.

Edgar Mallory 12-19-23
Edgar Mallory

Ruth Mallory 12/19/23
Ruth Mallory

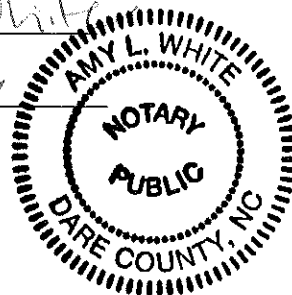
STATE OF NORTH CAROLINA
DARE COUNTY

Sworn to and subscribed before me on this 19th ^{December} day of ~~November~~, 2023.

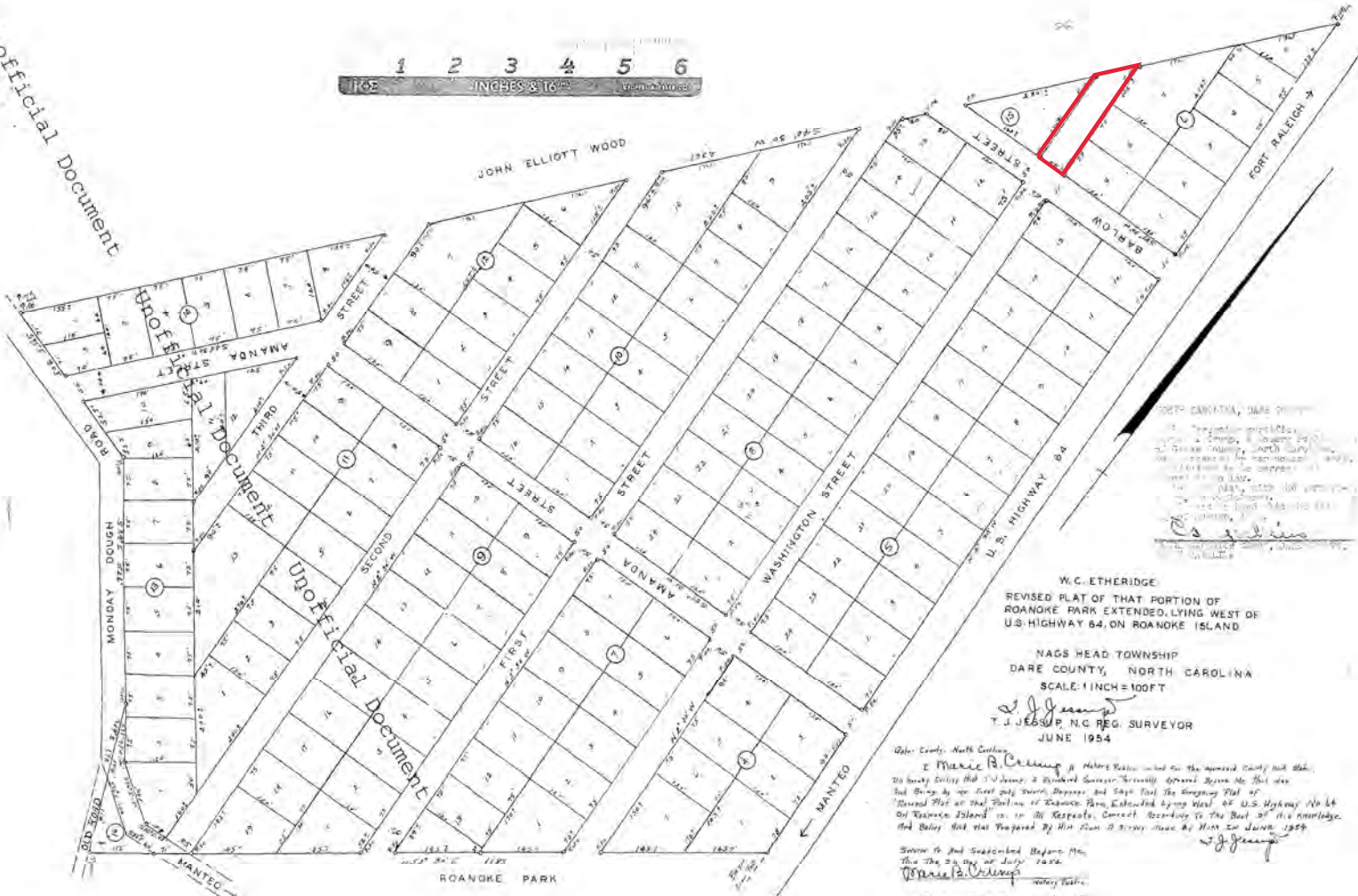
Amy L. White
Signature

Name of Notary Public: Amy L. White

My commission expires: 09/15/2027



Unofficial Document



NOTE: CAROLINA, 1945
 This plat was prepared by the Surveyor General of North Carolina, and is subject to the provisions of the laws of this State relating to the same. It is not to be construed as a warranty of title or as a guarantee of accuracy. The Surveyor General is not responsible for any errors or omissions in this plat.

W.C. ETHERIDGE
 REVISED PLAT OF THAT PORTION OF
 ROANOKE PARK EXTENDED, LYING WEST OF
 U.S. HIGHWAY 64, ON ROANOKE ISLAND

NAGS HEAD TOWNSHIP
 DARE COUNTY, NORTH CAROLINA
 SCALE: 1 INCH = 100 FT

T. J. JESSUP, N.C. REG. SURVEYOR
 JUNE 1954

Order Court, North Carolina
 I, Marie B. Collins, a Notary Public, do hereby certify that the above plat was prepared by the Surveyor General of North Carolina, and is subject to the provisions of the laws of this State relating to the same. It is not to be construed as a warranty of title or as a guarantee of accuracy. The Surveyor General is not responsible for any errors or omissions in this plat.

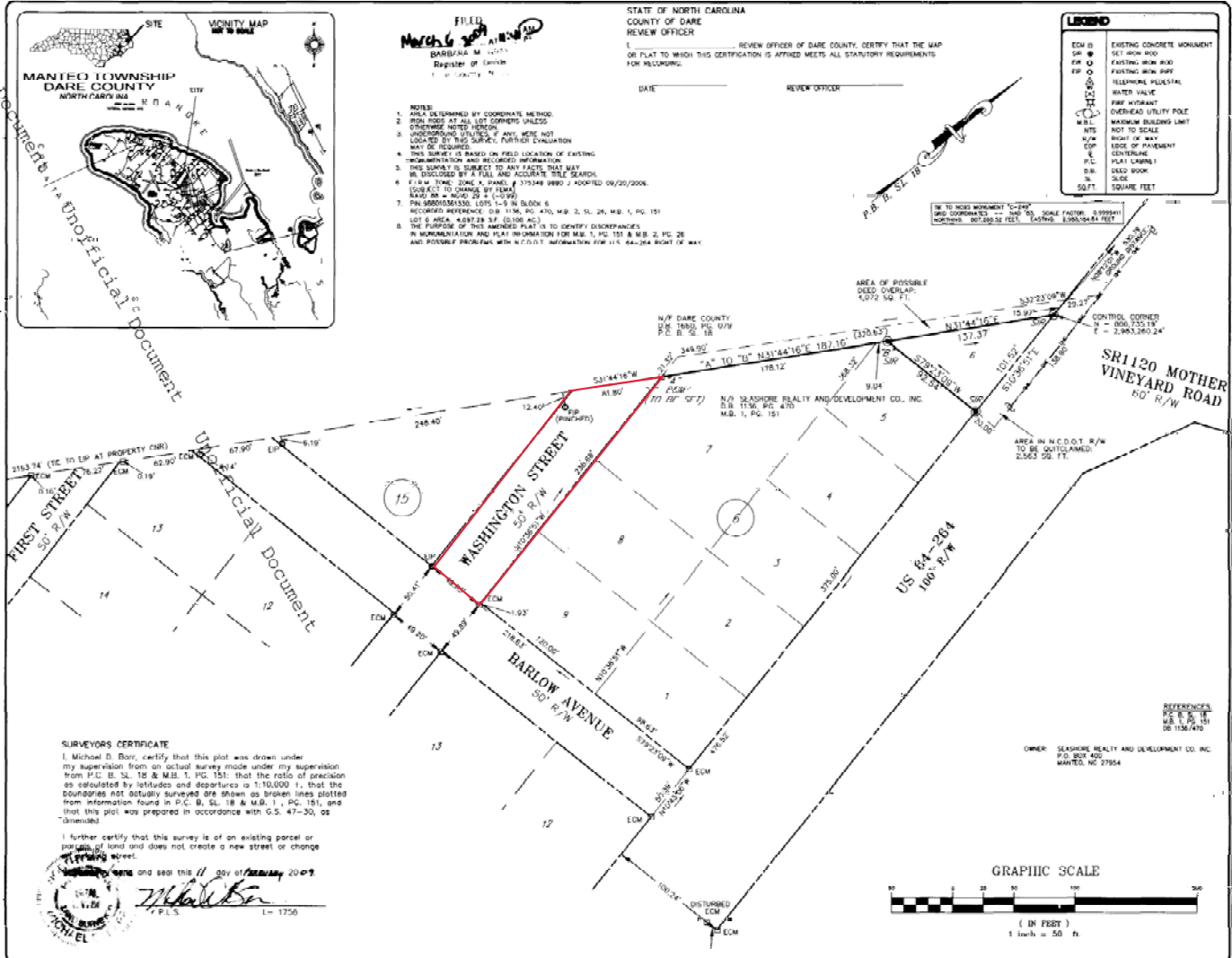
Given and Subscribed Before Me, this 25th day of June, 1954.
 Marie B. Collins
 Notary Public

My Commission Expires 1-15-55

Unofficial Document
Unofficial Document
Unofficial Document

B. POB P. 188
2018-2020 11-11-18
2018-2020 11-11-18
2018-2020 11-11-18

P.C. H 51-198



SURVEYORS CERTIFICATE
 I, Michael D. Boy, certify that this plot was drawn under my supervision from an actual survey made under my supervision from P.C. B. SL. 18 & M.B. 1, PG. 151; that the ratio of precision as calculated by latitudes and departures is 1:10,000; that the boundaries not actually surveyed are shown as broken lines plotted from information found in P.C. B. SL. 18 & M.B. 1, PG. 151, and that this plot was prepared in accordance with G.S. 47-20, as amended.
 I further certify that this survey is of an existing parcel or portion of land and does not create a new street or change of street.
 [Signature]
 MICHAEL D. BOY
 L-1756

Board of Professional Geographers
 P.O. Box 2600, Raleigh, NC 27602
 (919) 733-2277
 (919) 733-2278

RESSELL
 ENGINEERS, ARCHITECTS, SURVEYORS
 AND GEOTECHNICAL SPECIALISTS

DARE COUNTY
 BOARD OF EDUCATION
 MANTLED TOWNSHIP
 DARE COUNTY NORTH CAROLINA
 AMENDED BOUNDARY SURVEY OF LOT 6 AND THE REMAINDER OF BLOCK 6 - FOAMCKE PARK EXTENDED SUBDIVISION

NO.	DATE	BY	DESCRIPTION
1	11-02-08	JMB	PREPARED
2	03-08-09	JMB	REVISION
3	03-08-09	JMB	REVISION
4	03-08-09	JMB	REVISION
5	03-08-09	JMB	REVISION

DATE: 11-02-08
 SCALE: 1"=50'
 BY: JMB
 CHECKED: JMB
 SHEET: 1 OF 1
 PROJECT: 4017 LOT-6 AMD
 SHEET NO: 4017

ORDER

ORDER ADOPTED BY THE DARE COUNTY BOARD OF COMMISSIONERS
DECLARING A PORTION OF DARE COUNTY PUBLIC ROAD KNOWN AS
WASHINGTON STREET CLOSED.

WHEREAS, the unimproved Northern extension of Washington Street is located in
unincorporated Dare County, and

WHEREAS, the unimproved North extension of Washington Street is a publically-dedicated
road as found on the plat for Roanoke Park Extended Subdivision, in Map Book 2 Page 26 dated
July 26, 1954 in the Dare County Register of Deeds, and

WHEREAS, the Dare County Board of Commissioners conducted a Public Hearing on March 4,
2024 to receive comments on its intent to permanently close a portion of the unimproved
extension of Washington located north of Barlow Street and between First Street and N US
64/264 Highway in Manteo as noted on the map of the area labelled Attachment A with this
ORDER, and

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

NOW, THEREFORE, BE IT RESOLVED the Dare County Board of Commissioners adopts this
ORDER declaring the unimproved Northern extension of Washington Street in Manteo, North
Carolina to be closed in accordance with North Carolina General Statute 153A-241 and a
certified copy of this ORDER shall be recorded in the Dare County Register of Deeds.

ADOPTED the 4th day of March 2024 by the Dare County Board of Commissioners

SEAL:

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

ATTEST:

Skyler Foley, Clerk



Area of Closure

MOTHER VINEYARD RD
64 HWY
264 HWY

64 264 HWY

BARLOW ST

64 264 HWY

WASHINGTON ST

FIRST ST



Amendment to Special Use Permit 6-2020 issued to Dare Challenge for a Group Development

Description

An updated site plan has been submitted by Dare Challenge to allow for changes to the footprints and square footages of structures in their group development located at 2263 NC 345 in Wanchese. The original SUP was approved by the Board on January 4, 2021. A detailed staff report, site plan, and draft amendments to SUP 6-2020 are attached with this cover sheet.

Board Action Requested

Approval of the draft amendments to SUP 6-2020 and updated site plan. "I move that the amendments to SUP 6-2020 and updated site plan for Dare Challenges Group Development be approved."

Item Presenter

Noah H Gillam, Planning Director

February 8, 2024

MEMORANDUM

TO: Dare County Board of Commissioners

FROM: Noah H Gillam, Planning Director

RE: Amendment to SUP 6-2020 Dare Challenge Group Development

A special use permit application has been submitted by Dare Challenge to amend their special use permit #6-2020 issued on January 4, 2021. The special use permit authorized the development of a residential recovery and treatment center group development consisting of five structures, one of which is existing. The amendment has been submitted to address changes that occurred during the architectural design of the structures resulting in an increase of square footage to the two proposed dormitories, and an increase in square footage/change in the footprint of the proposed staff house and multipurpose building.

Condition 9 of the special use permit requires that any increase in lot coverage or square footage of structures be reviewed by the Planning Board and approved by the Board of Commissioners. During the original review of the special use permit and site plan the proposed dormitory buildings were proposed as one story structures, the dorms are now proposed as two story structures that will allow residents of the facility more space, and will resemble the existing dormitory on the site. The heated square footage of the proposed dorm structures will increase from 1,768 square feet to 3,536 square feet in each structure. The proposed dormitories will still have an occupancy of 16 people in each structure.

The square footage of the proposed staff house structure has an increased from 1,768 square feet to 1,904 square feet. The occupancy of the building will still remain at 16 occupants. The proposed multipurpose building has a reduction of square footage from 9,920 square feet to 8,400 square feet. The overall site has had an increase of lot coverage from 54,188 square feet(34.5%) to 55,718 square feet (35.5%). The increase in lot coverage is still in compliance with the lot coverage requirements of the Highway 345 zoning district for commercial uses.

The changes to the site plan will not affect the North Carolina issued permits including the stormwater management permit and sedimentation and erosion control.

The Dare County Planning Board reviewed the proposed changes to the site plan and the draft amendments to the SUP at their regularly scheduled meeting on February 6, 2024. The Planning Board found the site plan and draft amendments to the SUP to be reasonable and appropriate for the proposed use.

The notice procedures for quasi-judicial hearings established in Section 22-72 of the Dare County Zoning Ordinance were implemented for today's quasi-judicial hearing.

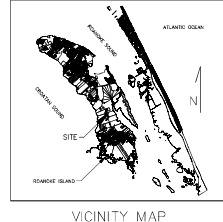
Attached to this memo is a draft amendment to SUP #6-2020 for the boards review. All changes to the site plan have been addressed in condition #1 and all other conditions of the original SUP will remain in effect.

Draft motion: "I move that the amendments to SUP 6-2020 and associated site plan for the Dare Challenge Group Development be approved."

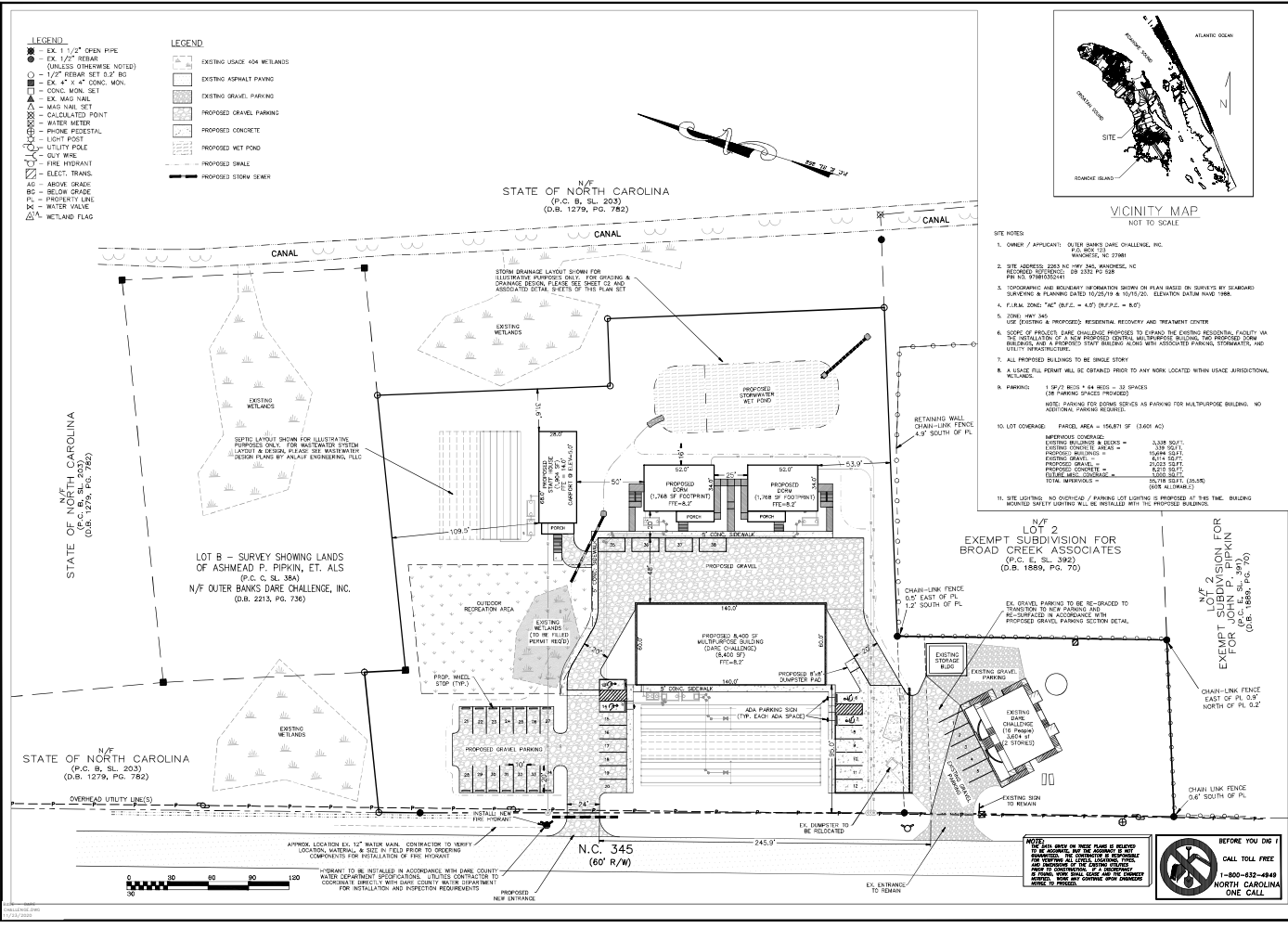
- LEGEND**
- EX. 1 1/2" OPEN PIPE
 - EX. 1/2" REBAR
 - EX. 1/2" REBAR SET 12" RG
 - EX. 4" x 4" CONC. MON.
 - CONC. MON. SET
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 - MAG. NAIL SET
 - CALCULATED POINT
 - WATER METER
 - PHONE PEDestal
 - LIGHT POST
 - UTILITY POLE
 - CULT. WIRE
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 - ABOVE GRADE
 - BELOW GRADE
 - PROPERTY LINE
 - WATER VALVE
 - WETLAND FLAG

- LEGEND**
- EXISTING USACE 404 WETLANDS
 - EXISTING ASPHALT PAVING
 - EXISTING GRAVEL PARKING
 - PROPOSED GRAVEL PARKING
 - PROPOSED CONCRETE
 - PROPOSED WET POND
 - PROPOSED SMALL
 - PROPOSED STONY SEWER

STATE OF NORTH CAROLINA
(P.C. B. S.L. 203)
(D.B. 1279, PG. 782)



- SITE NOTES**
- OWNER / APPLICANT: OUTER BANKS DARE CHALLENGE, INC. WAREHOSE, NC 27861
 - SITE ADDRESS: 2263 N. HWY. 548, WAREHOSE, NC 27861
 - RECORDED INSTRUMENT: 09 1332 PG 528
 - FORWARDING: ALL NECESSARY INFORMATION SHOWN ON PLAN BASED ON SURVEY BY GEORARD SURVEYING & PLANNING CENTER, 1020 SOUTH BROADWAY, GREENSBORO, NC 27401
 - PLANNING ZONE: "A" (R.F.Z. = 4.5) (R.F.P.Z. = 8.5)
 - ZONE: "M" (M)
 - USE: COMMERCIAL & PROPOSED RESIDENTIAL RECOVERY AND TREATMENT CENTER
 - SCOPE OF PROJECT: PLANNING PROPOSED TO EXPAND THE EXISTING RESIDENTIAL FACILITY AND THE INSTALLATION OF A NEW REQUIRED CENTRAL WATER/SUPPLY BUILDING, TWO PROPOSED COMMERCIAL BUILDINGS, AND A PROPOSED STAFF BUILDING ALONG WITH ASSOCIATED PARKING, STORMWATER, AND UTILITY INFRASTRUCTURE.
 - ALL PROPOSED BUILDINGS TO BE SINGLE STORY
 - ALL EXISTING UTILITIES TO BE GRADED FROM TO ANY MARK LOCATED WITHIN SHADE, AIR CONDITIONING, WETLANDS.
 - MINIMUMS: 1 1/2" WIDE x 44 INCHES - 33 SPACES (OR PARKING SPACES PROVIDED)
 - LOT COVERAGES: PARCEL AREA = 154,871 SF (3,601 AC)
 - IMPERVIOUS COVERAGES: EXISTING BUILDINGS & DECKS = 1,348 SQ. FT. EXISTING DRIVE & DRIVEWAY = 1,500 SQ. FT. PROPOSED BUILDINGS = 12,114 SQ. FT. PROPOSED DRIVEWAY = 2,225 SQ. FT. DRIVEWAY COVERAGES = 15,187 SQ. FT. TOTAL IMPERVIOUS = 21,274 SQ. FT. (13.7%) (SEE ALL SHEETS)
 - SITE LIGHTING: NO OVERHEAD / PARKING LOT LIGHTING IS PROPOSED AT THIS TIME. BUILDING MOUNTED STREET LIGHTING WILL BE REQUIRED WITH THE PROPOSED BUILDINGS.



DEEL ENGINEERING, PLLC
CITY PLANNING ENGINEER
1000 W. HARRIS STREET, SUITE 100
GREENSBORO, NC 27401
PHONE: (336) 853-1111 FAX: (336) 853-1112

DATE	DESCRIPTION

SEAL
DEEL ENGINEERING, PLLC
CITY PLANNING ENGINEER
1000 W. HARRIS STREET, SUITE 100
GREENSBORO, NC 27401
PHONE: (336) 853-1111 FAX: (336) 853-1112

SITE PLAN
OUTER BANKS DARE CHALLENGE
PID: 016520005 PIN: 979800352441
DADE COUNTY NORTH CAROLINA

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
PREPARED BY: [Signature]
DATE: 04/20/2011

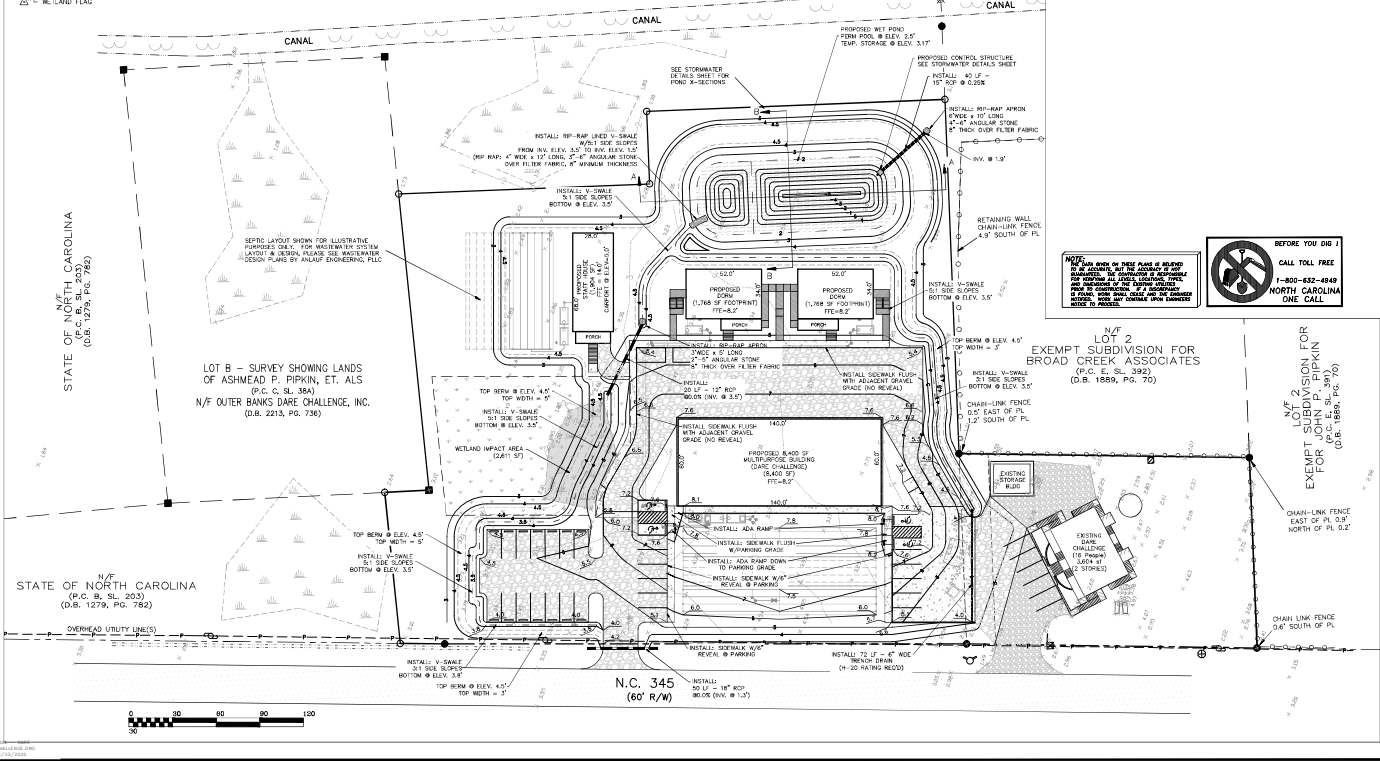
SHEET NO. 1 OF 8 SHEETS

BEFORE YOU DIG
CALL TOLL FREE
1-800-832-4848
NORTH CAROLINA
ONE CALL

- LEGEND**
- EX 1 1/2" OPEN PIPE
 - EX 1/2" REBAR (UNLESS OTHERWISE NOTED)
 - EX 4" x 4" CONG. MON. SET
 - EX 4" x 4" CONG. MON.
 - EX 4" x 4" CONG. MON.
 - EX MAG NAIL
 - MAG NAIL SET
 - CALCULATED POINT
 - WATER METER
 - PHONE pedestal
 - LIGHT FOOT
 - UTILITY POLE
 - GUY WIRE
 - FIRE HYDRANT
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 - ABOVE GRADE
 - BELOW GRADE
 - PROPERTY LINE
 - WATER VALVE
 - WETLAND FLAG

- LEGEND**
- EXISTING USACE 404 WETLANDS
 - EXISTING ASPHALT PAVING
 - EXISTING GRAVEL PAVING
 - PROPOSED GRAVEL PAVING
 - PROPOSED CONCRETE
 - PROPOSED WET POND
 - PROPOSED SHALE
 - PROPOSED STONY SEWER
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - PROPOSED TOP OF BERM/SLOPE
 - EXISTING SPOT ELEVATION
 - PROPOSED SPOT ELEVATION

N/C
STATE OF NORTH CAROLINA
(P.C. B. S.L. 203)
(D.B. 1279, PG. 782)



- SITE NOTES**
- OWNER / APPLICANT: OUTER BANKS DARE CHALLENGE, INC. P.O. BOX 171, WASHINGTON, NC 27681
 - SITE ADDRESS: 2085 NE HWY 584, WASHINGTON, NC 27681. RECORDED INSTRUMENT: DP 2022 PG 508 FOR NO. 248704010401
 - TOPOGRAPHIC AND BOUNDARY INFORMATION SHOWN ON PLAN BASED ON SURVEYS BY EXEMPT ASSOCIATES & PLANNING GROUP SOUTH & SOUTHWEST, ELEVATION DATUM NAVD 83
 - FLORIDA ZONE "M" (D.F.L. = 4.0) (D.F.P.L. = 6.0)
 - ZONE: MFT-346
 - USE EXISTING & PROPOSED RESIDENTIAL RECOVERY AND TREATMENT CENTER
 - SCOPE OF PROJECT: DARE CHALLENGE PROPOSED TO EXPAND THE EXISTING RESIDENTIAL FACILITY VIA THE INSTALLATION OF A NEW PROPOSED CENTRAL AIR-CONDITIONING SYSTEM. TWO PROPOSED COMMERCIAL BUILDINGS ARE PROPOSED START BUILDING ALONG WITH ASSOCIATED PAVING, STORMWATER, AND UTILITY INFRASTRUCTURE.
 - ALL PROPOSED BUILDINGS TO BE SINGLE STORY METAL BUILDINGS ON CONCRETE SLAB FOUNDATIONS
 - A LULULETTA SIGN PERMIT WILL BE OBTAINED PRIOR TO ANY WORK LOCATED WITHIN USACE JURISDICTIONAL WETLANDS

BEFORE YOU DIG!
CALL TOLL FREE
1-800-852-4848
NORTH CAROLINA ONE CALL

NOTICE: THE OWNER OF THIS PLAN IS ADVISED THAT THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY. THE OWNER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY CONSENTS FROM ALL AFFECTED AGENCIES AND FOR OBTAINING ALL NECESSARY CONSENTS FROM ALL AFFECTED ADJACENT PROPERTY OWNERS.

GRADING PLAN
OUTER BANKS DARE CHALLENGE
PID: 016520005 PIN: 9799000352441

DATE COUNTY: WASHINGTON

COMMISSION NO.: 0000
DESIGNED BY: DAD
PROJECT NO.: 0000
ISSUE DATE: 04/20/24
SHEET NO.: 02

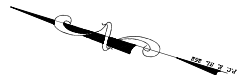
C2
OF 8 SHEETS

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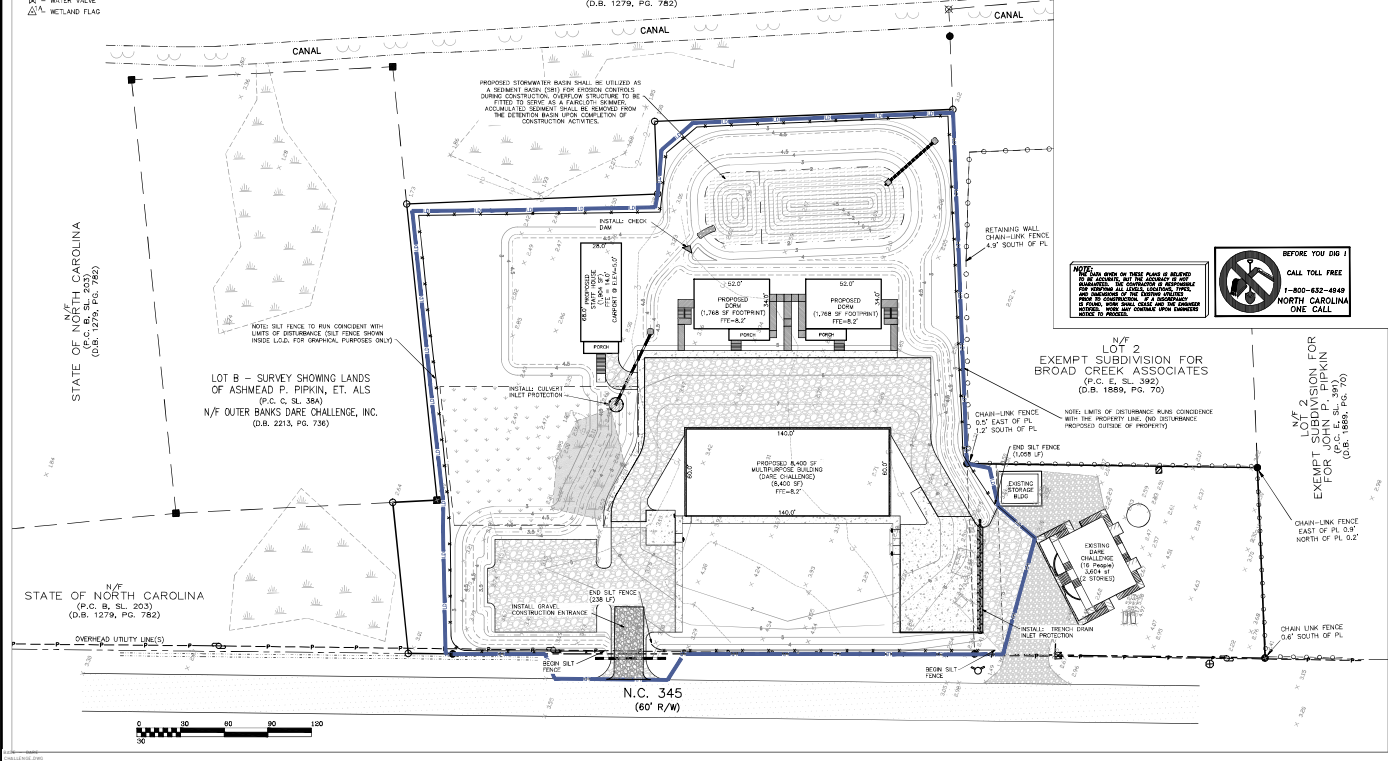
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- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED TOP OF BERM/SLOPE
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- PROPOSED TRENCH DRAIN INLET PROTECTION
- PROPOSED SILT FENCE
- LIMITS OF DISTURBANCE
- PROPOSED PIPE INLET PROTECTION

N/T
STATE OF NORTH CAROLINA
(P.C. B. SL. 203)
(D.B. 1279, PG. 782)



- SITE NOTES**
1. OWNER / APPLICANT: OUTER BANKS DARE CHALLENGE, INC. P.O. BOX 121 WAREHOSE, NC 27981
 2. SITE ADDRESS: 2285 W. 9TH ST., WAREHOSE, NC 27981 RECORDING REFERENCE: DR 2337 PG. 528 P.P. NO. 2010030404
 3. TOPOGRAPHIC AND BOUNDARY INFORMATION SHOWN ON PLAN BASED ON SURVEY BY REMOND SURVEYING & PLANNING, INC. (S.V. 19 & 20/2002). ELEVATION DATUM: NAVD 83.
 4. F.I.R.M. ZONE: "M" (S.F.S. = 4.0') (R.F.P.S. = 8.0')
 5. ZONE: RFS 345
 6. USE: EXISTING & PROPOSED RESIDENTIAL RECOVERY AND TREATMENT CENTER
 7. SCOPE OF PROJECT: EXISTING PROPOSED TO EXPAND THE EXISTING RESIDENTIAL FACILITY VIA THE INSTALLATION OF A 60' DIAMETER CENTRAL WETLANDS SYSTEM AND PROPOSED CONSTRUCTION OF A 60' DIAMETER WETLANDS SYSTEM WITH ASSOCIATED PARKING, STORMWATER, AND UTILITY INFRASTRUCTURE.



BEFORE YOU DIG!
CALL TOLL FREE
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NORTH CAROLINA
DME CALL

LOT 2 EXEMPT SUBDIVISION FOR BROAD CREEK ASSOCIATES
(P.C. E. SL. 392)
(D.B. 1889, PG. 70)

LOT 2 EXEMPT SUBDIVISION FOR NORTH CAROLINA DME CALL
(P.C. E. SL. 392)
(D.B. 1889, PG. 70)

DEE ENGINEERING, PLLC
CITY ENGINEER/REGISTERED PROFESSIONAL ENGINEER
1111 W. 10TH ST., SUITE 100
WAREHOSE, NC 27981
PHONE: (919) 286-1111
FAX: (919) 286-1112

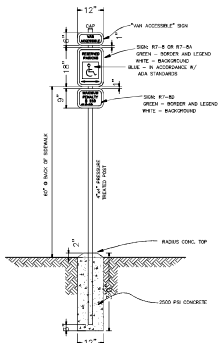
NO.	DATE	REVISIONS



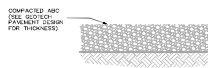
EROSION CONTROL PLAN
OUTER BANKS DARE CHALLENGE
PID: 016520005 PIN: 979900352441
DAVE COUNTY
WAREHOSE

COMMISSION NO.	ISSUE
DESIGNED BY	DAD
PREPARED BY	DAD
CHECKED BY	DAD
DATE	04/20/20
SHEET NO.	8

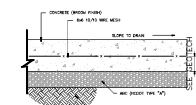
C3



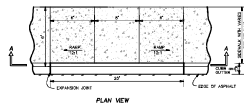
ADA RESERVED PARKING SIGN DETAIL
N.T.S.



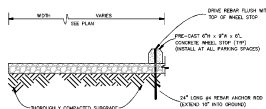
GRAVEL PARKING X-SEC
N.T.S.
SEE SPECIFIC PAVEMENT DESIGN FOR THICKNESS, SUBGRADE PREPARATION, AND COMPACTION REQUIREMENTS.



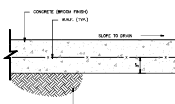
HEAVY DUTY CONCRETE PAVEMENT SECTION
N.T.S.
SEE SPECIFIC PAVEMENT DESIGN FOR THICKNESS, SUBGRADE PREPARATION, AND CONCRETE STRENGTH REQUIREMENTS.



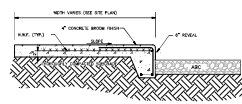
WHEELCHAIR RAMP
N.T.S.
1. USE SLOPE OF ALL UNPAVED SPACES



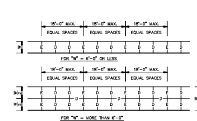
WHEEL STOP DETAIL
N.T.S.



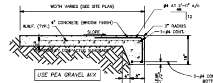
CONCRETE PAVEMENT SECTION
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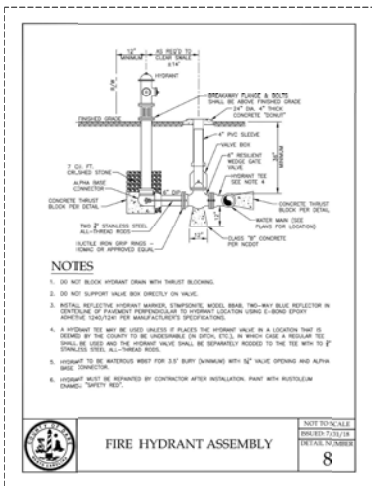
RAISED CURB SIDEWALK/ASPHALT SECTION
N.T.S.



SIDEWALK JOINTS
N.T.S.



CONCRETE SIDEWALK SECTION
N.T.S.



NOTES

- DO NOT BLOCK HYDRANT ORIGIN WITH THROUST BLOTTING.
- DO NOT SUPPORT VALVE BOX DIRECTLY ON VALVE.
- WITH RESPECTIVE HYDRANT ASSEMBLY, THROUST BLOCK SHALL BE PLACED REFLECTOR IN CENTERLINE OF PAVEMENT PERPENDICULAR TO HYDRANT LOCATION USING 4" BOND SPREAD CONCRETE SANDCAST FOR MANUFACTURER'S SPECIFICATIONS.
- A HYDRANT TEE MAY BE USED UNLESS IT PLACES THE HYDRANT VALVE IN A LOCATION THAT IS CENTERED BY THE CURB TO BE UNDERMINED OR OTHER STEEL IN WHICH CASE A REGULAR TEE SHALL BE USED AND THE HYDRANT VALVE SHALL BE SEPARATELY ASSESSED TO THE TEE WITH 1" CHANNEL STEEL ALL-WEATHER KEYS.
- HYDRANT TO BE WATERPROOF FOR 3" BURY (MINIMUM) WITH 1/2" VALVE OPENING AND ALPHA GASKET CONNECTION.
- HYDRANT MUST BE REPAIRED BY CONTRACTOR AFTER INSTALLATION. PAINT WITH RUSTOLEUM "EMAGE" SAFETY RED.



FIRE HYDRANT ASSEMBLY

NOTE TO SCALE
DIMENSIONS TO CENTER
UNLESS NOTED OTHERWISE
8

DEE ENGINEERING, PLLC
CIVIL ENGINEERING SERVICES
1000 S. HARRIS BLVD., SUITE 100
WILMINGTON, NC 28403
TEL: 910.341.1111 FAX: 910.341.1112
WWW.DEEENGINEERING.COM

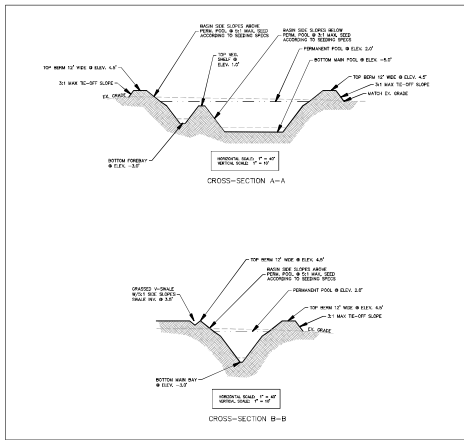
DEE ENGINEERING, PLLC
CIVIL ENGINEERING SERVICES
1000 S. HARRIS BLVD., SUITE 100
WILMINGTON, NC 28403
TEL: 910.341.1111 FAX: 910.341.1112
WWW.DEEENGINEERING.COM

1. LOCATION	DATE
2. REVISION	DATE
3. APPROVED	DATE
4. CHECKED	DATE
5. DESIGNED	DATE
6. DRAWN	DATE
7. IN CHARGE	DATE

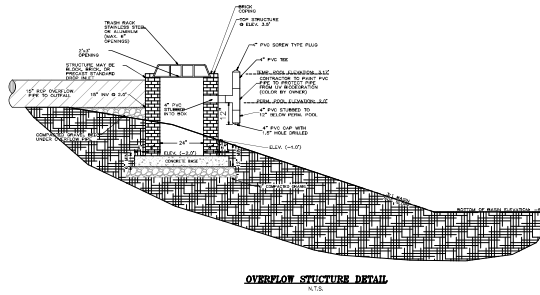


SITE DETAILS
OUTER BANKS DARE CHALLENGE
PID: 016520005 PIN: 979800352441
DADE COUNTY
NORTH CAROLINA

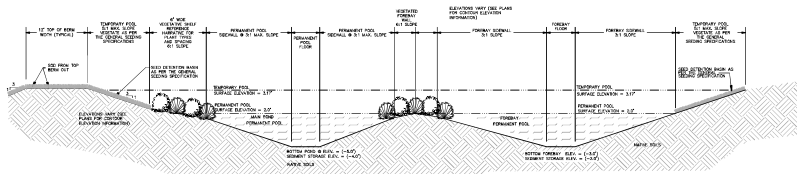
COMMISSIONED BY: **DADE**
DESIGNED BY: **DADE**
CHECKED BY: **DADE**
DATE: **10/20/18**
SHEET NO: **C4**
OF 8 SHEETS



WET POND CROSS-SECTIONS



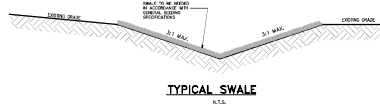
OVERFLOW STRUCTURE DETAIL



TYPICAL WET DETENTION BASIN PLANTING DETAIL

PLANT SPECIES	COMMON NAME	SPACING	LOCATION
<i>Thymus praecox</i>	SPRING BURNING	2' O.C.	BELT (DOWN) 1' FROM RET. WALL
<i>Artemisia tridentata</i>	COMMON PLAIN	2' O.C.	BELT (DOWN) 1' FROM RET. WALL
<i>Quercus laevis</i>	SWAMP OAK	2' O.C.	BELT (DOWN) 1' FROM RET. WALL
<i>Sparganium angustifolium</i>	WATER BELLET	2' O.C.	BELT (DOWN) 1' FROM RET. WALL

NOTES:
 1. THESE ARE THE PLANTING SPECIES. A SINGLE ROW OF PLANTING SHALL BE INSTALLED AT THE TOP OF THE SLOPE OF THE VERTICAL WALL AND THE TOP OF THE SLOPE OF THE BASIN. PLANTING SHALL BE INSTALLED IN THE SLOPED AREA OF THE BASIN.
 2. THE PLANTING SHALL BE INSTALLED IN THE SLOPED AREA OF THE BASIN. PLANTING SHALL BE INSTALLED IN THE SLOPED AREA OF THE BASIN.
 3. THE PLANTING SHALL BE INSTALLED IN THE SLOPED AREA OF THE BASIN. PLANTING SHALL BE INSTALLED IN THE SLOPED AREA OF THE BASIN.
 4. THE PLANTING SHALL BE INSTALLED IN THE SLOPED AREA OF THE BASIN. PLANTING SHALL BE INSTALLED IN THE SLOPED AREA OF THE BASIN.



TYPICAL SWALE

DEE ENGINEERING, PLLC
 4075 PINE BLVD. SUITE 100
 FORT WORTH, TEXAS 76137
 PHONE: (817) 336-1111 FAX: (817) 336-1112
 WWW.DEEENGINEERING.COM

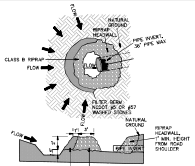
STORMWATER DETAILS
 OUTER BANKS DARE CHALLENGE
 PID: 016520005 PIN: 979800352441
 TARRANT COUNTY, TEXAS

DESIGNED BY: [Signature]
 CHECKED BY: [Signature]
 DATE: [Date]

C5
 OF 8 SHEETS

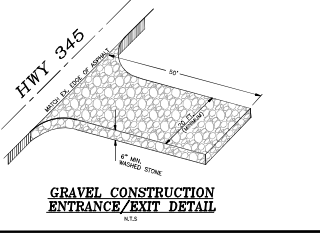
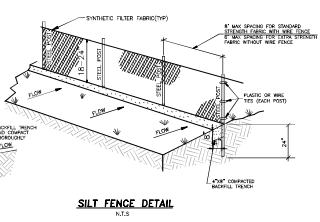
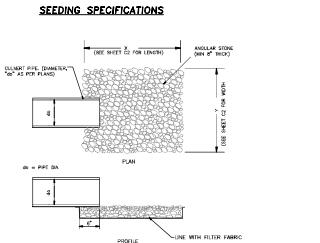
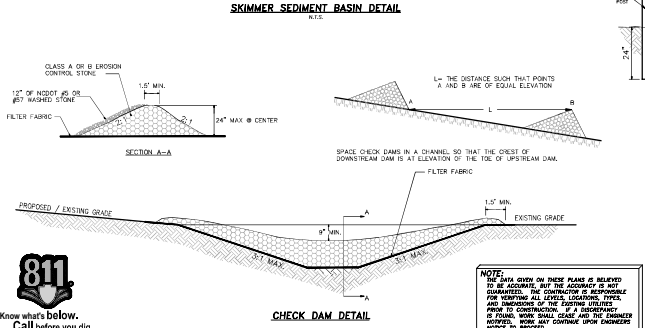
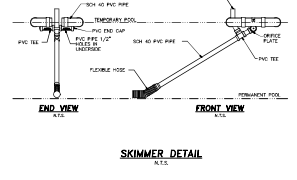
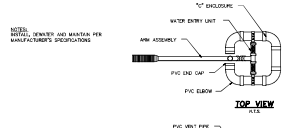
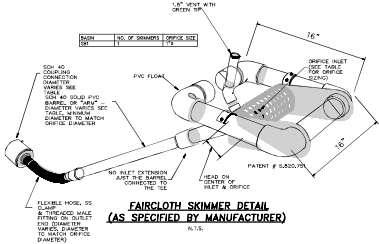
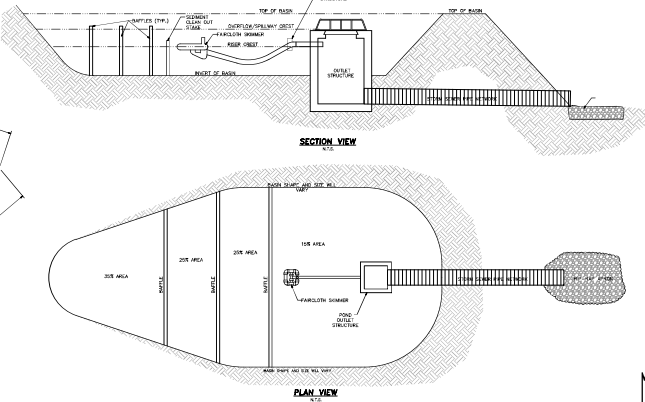
SOIL EROSION & SEDIMENTATION CONTROL PLAN NOTES

1. SOIL EROSION & SEDIMENTATION CONTROL PLAN NOTES
2. AREA TO BE DISTURBED IS TO BE MAINTAINED AS CLOSE AS POSSIBLE TO ORIGINAL CONDITION. A PROTECTION SYSTEM SHALL BE INSTALLED TO PREVENT SOIL EROSION AND SEDIMENTATION. PROTECTIVE MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. THE DEVELOPMENT OF A PROTECTIVE SYSTEM SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. PROTECTIVE MEASURES SHALL BE DESIGNED TO PREVENT SOIL EROSION AND SEDIMENTATION FROM OCCURRING ON THE DISTURBED AREA. PROTECTIVE MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
3. DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION. RESTORATION SHALL BE COMPLETED WITHIN 90 DAYS OF THE COMPLETION OF CONSTRUCTION. RESTORATION SHALL BE DESIGNED TO PREVENT SOIL EROSION AND SEDIMENTATION FROM OCCURRING ON THE RESTORED AREA. RESTORATION SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
4. DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION. RESTORATION SHALL BE COMPLETED WITHIN 90 DAYS OF THE COMPLETION OF CONSTRUCTION. RESTORATION SHALL BE DESIGNED TO PREVENT SOIL EROSION AND SEDIMENTATION FROM OCCURRING ON THE RESTORED AREA. RESTORATION SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
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PERMANENT VEGETATION
SEEDING DATES: APRIL 1 - SEPT 31
SPECIES: APPLICATOR/AGENCY
RANK: 50 LBS.
TERRACE: 50 LBS.
SHRUBS: 15 LBS.
TREES: 50 LBS.
TOTAL: 170 LBS.

TEMPORARY VEGETATION
SEEDING DATES: OCT. 1 - MARCH 31
SPECIES: APPLICATOR/AGENCY
RANK: 170 LBS.



NOTE:
ALL DATA GIVEN ON THESE PLANS IS BELIEVED TO BE ACCURATE. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL LEVELS, LOCATIONS, TYPES AND DIMENSIONS OF THE DISTURBED AREAS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL LEVELS, LOCATIONS, TYPES AND DIMENSIONS OF THE DISTURBED AREAS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL LEVELS, LOCATIONS, TYPES AND DIMENSIONS OF THE DISTURBED AREAS PRIOR TO CONSTRUCTION.



ICEE ENGINEERS, PLLC
1000 W. MAIN ST. SUITE 200
MOUNTAIN VIEW, CO 80559
TEL: 303.426.8888 FAX: 303.426.8888

E&S CONTROL DETAILS
OUTER BANKS DARE CHALLENGE
PID: 016520005 PIN: 979800352441
NORTH CAROLINA
DAVE COUNTY

COMMISSION NO. _____
DESIGNED BY: DAD
CHECKED BY: DAD
ISSUE DATE: 03/20/10
SHEET NO. 8

C6

OF 8 SHEETS

**PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING**

SECTION A: SELF-INSPECTION

Self-inspections are required during normal business hours in accordance with the table below. When adverse weather or site conditions would cause the safety of the inspection personnel to be in jeopardy, the inspection may be delayed until the next business day on which it is safe to perform the inspection. In addition, when a storm event of equal to or greater than 1.0 inch occurs outside of normal business hours, the self-inspection shall be performed upon the commencement of the next business day. Any time when inspections were delayed shall be noted in the inspection record.

Inspect	Frequency (during normal business hours)	Inspection records must include:
(1) Rain gauge installed in good working order	Daily	Daily rainfall amounts, if no daily rain gauge observations are made during seasonal or holiday periods, and no individual-day rainfall information is available, record the cumulative rain measurement for those unattended days (and this will determine if a site inspection is needed). Days on which no rainfall occurred shall be recorded as "zero." The permittee may use another rain-monitoring device approved by the Division.
(2) E&SC Measures	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	1. Identification of the measures inspected, 2. Date and time of the inspection, 3. Name of the person performing the inspection, 4. Indication of whether the measures were operating properly, 5. Description of maintenance needs for the measure, 6. Description, evidence, and date of corrective actions taken.
(3) Stormwater discharge outfalls (SDOs)	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	1. Identification of the discharge outfalls inspected, 2. Date and time of the inspection, 3. Name of the person performing the inspection, 4. Evidence of indicators of stormwater pollution such as oil, silt, floating or suspended solids or discoloration, 5. Indication of visible sediment leaving the site, 6. Description, evidence, and date of corrective actions taken.
(4) Perimeter of site	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	If visible sedimentation is found outside site limits, then a record of the following shall be made: 1. Actions taken to clean up or stabilize the sediment that has left the site limits, 2. Description, evidence, and date of corrective actions taken, and 3. An explanation as to the actions taken to control future releases.
(5) Streams or wetlands on-site or off-site (where accessible)	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	If the stream or wetland has increased visible sedimentation or a stream has visible increased turbidity from the construction activity, then a record of the following shall be made: 1. Description, evidence and date of corrective actions taken, and 2. Records of the required reports to the appropriate Division Regional Office per Part III, Section C, Item (2)(f) of this permit.
(6) Ground stabilization measures	After each phase of grading	1. The phase of grading/installation of perimeter E&SC measures, clearing and grubbing, installation of storm drainage facilities, completion of all land-disturbing activity, construction or redevelopment, permanent ground cover) 2. Documentation that the required ground stabilization measures have been provided within the required timeframe or an assurance that they will be provided as soon as possible.

NOTE: The rain inspection resets the required 7 calendar day inspection requirement.

**PART III, SECTION C, ITEM (4)
DRAW DOWN OF SEDIMENT BASINS FOR MAINTENANCE OR CLOSE OUT**

Sediment basins and traps that receive runoff from drainage areas of one acre or more shall use outlet structures that withdraw water from the surface when these devices need to be drawn down for maintenance or close out unless this is infeasible. The circumstances in which it is not feasible to withdraw water from the surface shall be rare (for example, times with extended cold weather). Non-surface withdrawals from sediment basins shall be allowed only when all of the following criteria have been met:

- The E&SC plan authority has been provided with documentation of the non-surface withdrawal and the specific time periods or conditions in which it will occur. The non-surface withdrawal shall not commence until the E&SC plan authority has approved these items.
- The non-surface withdrawal has been reported as an anticipated bypass in accordance with Part III, Section C, Item (2)(c) and (d) of this permit.
- Dewatering discharges are treated with controls to minimize discharges of pollutants from stormwater that is removed from the sediment basin. Examples of appropriate controls include properly sized, designed and maintained dewatering tanks, weir tanks, and filtration systems.
- Vegetated, upland areas of the sites or a properly designed stone pad is used to the extent feasible at the outlet of the dewatering treatment devices described in item (c) above.
- Velocity dissipation devices such as check dams, sediment traps, and riprap are provided at the discharge points of all dewatering devices, and
- Sediment removed from the dewatering treatment devices described in item (c) above is disposed of in a manner that does not cause deposition of sediment into waters of the United States.

**PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING**

SECTION B: RECORDKEEPING

1. E&SC Plan Documentation

The approved E&SC plan as well as any approved deviation shall be kept on the site. The approved E&SC plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the E&SC plan shall be kept on site and available for inspection at all times during normal business hours.

Item to Document	Documentation Requirements
(a) Each E&SC measure has been installed and does not significantly deviate from the locations, dimensions and relative elevations shown on the approved E&SC plan.	Initial and date each E&SC measure on a copy of the approved E&SC plan or complete, date and sign an inspection report that lists each E&SC measure shown on the approved E&SC plan. This documentation is required upon the initial installation of the E&SC measures or if the E&SC measures are modified after initial installation.
(b) A phase of grading has been completed.	Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate completion of the construction phase.
(c) Ground cover is located and installed in accordance with the approved E&SC plan.	Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate compliance with approved ground cover specifications.
(d) The maintenance and repair requirements for all E&SC measures have been performed.	Complete, date and sign an inspection report.
(e) Corrective actions have been taken to E&SC measures.	Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate the completion of the corrective action.

2. Additional Documentation to be Kept on Site

In addition to the E&SC plan documents above, the following items shall be kept on the site and available for inspectors at all times during normal business hours, unless the Division provides a site-specific exemption based on unique site conditions that make this requirement not practical:

- This General Permit as well as the Certificate of Coverage, after it is received.
- Records of inspections made during the previous twelve months. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection form that includes all the required elements. Use of electronically-available records in lieu of the required paper copies will be allowed if shown to provide equal access and utility as the hard-copy records.

3. Documentation to be Retained for Three Years

All data used to complete the e-NOI and all inspection records shall be maintained for a period of three years after project completion and made available upon request. (40 CFR 122.41)

**PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING**

SECTION C: REPORTING

3. Occurrences that Must be Reported

Permittees shall report the following occurrences:

- Visible sediment deposition in a stream or wetland.
- Oil spills if:
 - They are 25 gallons or more,
 - They are less than 25 gallons but cannot be cleaned up within 24 hours,
 - They cause sheen on surface waters (regardless of volume), or
 - They are within 100 feet of surface waters (regardless of volume).
- Releases of hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (Ref: 40 CFR 110.3 and 40 CFR 117.3) or Section 102 of CERCLA (Ref: 40 CFR 302.4) or G.S. 143-215.85.
- Anticipated bypasses and unanticipated bypasses.
- Noncompliance with the conditions of this permit that may endanger health or the environment.

2. Reporting Timeframes and Other Requirements

After a permittee becomes aware of an occurrence that must be reported, he shall contact the appropriate Division regional office within the timeframes and in accordance with the other requirements listed below. Occurrences outside normal business hours may also be reported to the Department's Environmental Emergency Center personnel at (800) 858-0368.

Occurrence	Reporting Timeframes (After Discovery) and Other Requirements
(a) Visible sediment deposition in a stream or wetland	<ul style="list-style-type: none"> Within 24 hours, an oral or electronic notification. Within 7 calendar days, a report that contains a description of the sediment and actions taken to address the cause of the deposition. Division staff may waive the requirement for a written report on a case-by-case basis. If the stream is named on the NC 801(a) list as impaired for sediment-related causes, the permittee may be required to perform additional monitoring, inspections or apply more stringent practices if staff determine that additional requirements are needed to assure compliance with the federal or state impaired-waters conditions.
(b) Oil spills and release of hazardous substances per item 3(b)-(c) above	<ul style="list-style-type: none"> Within 24 hours, an oral or electronic notification. The notification shall include information about the date, time, nature, volume and location of the spill or release. A report at least ten days before the date of the bypass, if possible. The report shall include an evaluation of the anticipated quality and effect of the bypass.
(c) Anticipated bypasses (40 CFR 122.41(m)(3))	<ul style="list-style-type: none"> Within 24 hours, an oral or electronic notification. Within 7 calendar days, a report that includes an evaluation of the quality and effect of the bypass.
(d) Unanticipated bypasses (40 CFR 122.41(m)(3))	<ul style="list-style-type: none"> Within 24 hours, an oral or electronic notification. Within 7 calendar days, a report that contains a description of the noncompliance, and its causes, the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time noncompliance is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. (40 CFR 122.41(l)(6)). Division staff may waive the requirement for a written report on a case-by-case basis.
(e) Noncompliance with the conditions of this permit that may endanger health or the environment (40 CFR 122.41(l)(7))	<ul style="list-style-type: none"> Within 24 hours, an oral or electronic notification. Within 7 calendar days, a report that contains a description of the noncompliance, and its causes, the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time noncompliance is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. (40 CFR 122.41(l)(6)). Division staff may waive the requirement for a written report on a case-by-case basis.

NOTES & DETAILS ON THIS SHEET PROVIDED BY NCDEQ

NCG01 SELF-INSPECTION, RECORDKEEPING AND REPORTING

EFFECTIVE: 04/01/19



DEE ENGINEERS, PLLC
 1000 W. HARRIS STREET, SUITE 100
 RALEIGH, NC 27603
 PHONE: 919.877.1111
 FAX: 919.877.1112
 WWW: WWW.DEEENGINEERS.COM

DATE OF PERMIT	DATE OF EXPIRATION
PROJECT NO.	PROJECT NAME
PERMITTEE	ADDRESS
CITY	STATE
COUNTY	ZIP
DATE	TIME



E&S NOTES & DETAILS
OUTER BANKS DARE CHALLENGE
 PID: 016520005 PIN: 979800352441
 WATKINS COUNTY, NORTH CAROLINA

COMMISSION NO.	ISSUE
DESIGNED BY	DWG
PREPARED BY	DWG
CHECKED BY	DWG
DATE	APP/REV
SHEET NO.	
C7	
OF 8 SHEETS	

GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT

Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling sections of the NCG01 Construction General Permit (Sections E and F, respectively). The permittee shall comply with the Erosion and Sediment Control plan approved by the delegated authority having jurisdiction. All details and specifications shown on this sheet may not apply depending on site conditions and the delegated authority having jurisdiction.

SECTION E: GROUND STABILIZATION

Required Ground Stabilization Timeframes		
Site Area Description	Stabilize within this many calendar days after ceasing land disturbance	Timeframe variations
(a) Perimeter dikes, swales, ditches, and perimeter slopes	7	None
(b) High Quality Water (HQW) Zones	7	None
(c) Slopes steeper than 3:1	7	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed
(d) Slopes 3:1 to 4:1	14	-7 days for slopes greater than 50' in length and with slopes steeper than 4:1 -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed
(e) Areas with slopes flatter than 4:1	14	-7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed unless there is zero slope

Note: After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

GROUND STABILIZATION SPECIFICATION

Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below:

Temporary Stabilization	Permanent Stabilization
<ul style="list-style-type: none"> Temporary grass seed covered with straw or other mulches and tackifiers Hydroseeding Roller erosion control products with or without temporary grass seed Appropriately applied straw or other mulch Plastic sheeting 	<ul style="list-style-type: none"> Permanent grass seed covered with straw or other mulches and tackifiers Geotextile fabrics such as permanent soil reinforcement matting Hydroseeding Shrubs or other permanent plantings covered with mulch Uniform and evenly distributed ground cover sufficient to restrain erosion Structural methods such as concrete, asphalt or retaining walls Roller erosion control products with grass seed

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS

- Select flocculants that are appropriate for the soils being exposed during construction, selecting from the *NC DWR List of Approved PAMS/Flocculants*.
- Apply flocculants at or before the inlets to Erosion and Sediment Control Measures.
- Apply flocculants at the concentrations specified in the *NC DWR List of Approved PAMS/Flocculants* and in accordance with the manufacturer's instructions.
- Provide ponding area for containment of treated Stormwater before discharging offsite.
- Store flocculants in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures.

EQUIPMENT AND VEHICLE MAINTENANCE

- Maintain vehicles and equipment to prevent discharge of fluids.
- Provide drip pans under any stored equipment.
- Identify leaks and repair as soon as feasible, or remove leaking equipment from the project.
- Collect all spent fluids, store in separate containers and properly dispose as hazardous waste (recycle when possible).
- Remove leaking vehicles and construction equipment from service until the problem has been corrected.
- Bring used fuels, lubricants, coolants, hydraulic fluids and other petroleum products to a recycling or disposal center that handles these materials.

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE

- Never bury or burn waste. Place litter and debris in approved waste containers.
- Provide a sufficient number and size of waste containers (e.g. dumpster, trash receptacle) on site to contain construction and domestic wastes.
- Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
- Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.
- Cover waste containers at the end of each workday and before storm events or provide secondary containment. Repair or replace damaged waste containers.
- Anchor all lightweight items in waste containers during times of high winds.
- Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow.
- Dispose waste off-site at an approved disposal facility.
- On business days, clean up and dispose of waste in designated waste containers.

PAINT AND OTHER LIQUID WASTE

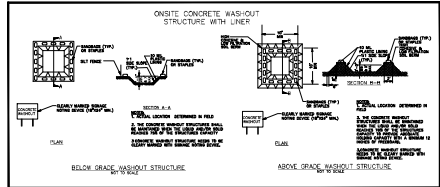
- Do not dump paint and other liquid waste into storm drains, streams or wetlands.
- Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
- Contain liquid wastes in a controlled area.
- Containment must be labeled, sized and placed appropriately for the needs of site.
- Prevent the discharge of soaps, solvents, detergents and other liquid wastes from construction sites.

PORTABLE TOILETS

- Install portable toilets on level ground, at least 50 feet away from storm drains, streams or wetlands unless there is no alternative reasonably available. If 50 foot offset is not attainable, provide relocation of portable toilet behind silt fence or place on a gravel pad and surround with sand bags.
- Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
- Monitor portable toilets for leaking and properly dispose of any leaked material. Utilize a licensed sanitary waste hauler to remove leaking portable toilets and replace with properly operating unit.

EARTHEN STOCKPILE MANAGEMENT

- Show stockpile locations on plans. Locate earthen-material stockpile areas at least 50 feet away from storm drain inlets, sediment basins, perimeter sediment controls and surface waters unless it can be shown no other alternatives are reasonably available.
- Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile.
- Provide stable stone access point when feasible.
- Stabilize stockpile within the timeframes provided on this sheet and in accordance with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical coverage techniques that will restrain accelerated erosion on disturbed soils for temporary or permanent control needs.



CONCRETE WASHOUTS

- Do not discharge concrete or cement slurry from the site.
- Dispose of, or recycle settled, hardened concrete residue in accordance with local and state solid waste regulations and at an approved facility.
- Manage washout from mortar mixers in accordance with the above item and in addition place the mixer and associated materials on impervious barrier and within lot perimeter silt fence.
- Install temporary concrete washouts per local requirements, where applicable. If an alternate method or product is to be used, contact your approval authority for review and approval. If local standard details are not available, use one of the two types of temporary concrete washouts provided on this detail.
- Do not use concrete washouts for dewatering or storing defective curb or sidewalk sections. Stormwater accumulated within the washout may not be pumped into or discharged to the storm drain system or receiving surface waters. Liquid waste must be pumped out and removed from project.
- Locate washouts at least 50 feet from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. At a minimum, install protection of storm drain inlet(s) closest to the washout which could receive spills or overflow.
- Locate washouts in an easily accessible area, on level ground and install a stone entrance pad in front of the washout. Additional controls may be required by the approving authority.
- Install at least one sign directing concrete trucks to the washout within the project limits. Post signage on the washout itself to identify this location.
- Remove leavings from the washout when at approximately 75% capacity to limit overflow events. Replace the tarp, sand bags or other temporary structural components when no longer functional. When utilizing alternative or proprietary products, follow manufacturer's instructions.
- At the completion of the concrete work, remove remaining leavings and dispose of in an approved disposal facility. Fill pit, if applicable, and stabilize any disturbance caused by removal of washout.

HERBICIDES, PESTICIDES AND RODENTICIDES

- Store and apply herbicides, pesticides and rodenticides in accordance with label restriction.
- Store herbicides, pesticides and rodenticides in their original containers with the label, which lists directions for use, ingredients and first aid steps in case of accidental poisoning.
- Do not store herbicides, pesticides and rodenticides in areas where flooding is possible or where they may spill or leak into wells, stormwater drains, ground water or surface water. If a spill occurs, clean area immediately.
- Do not stockpile these materials onsite.

HAZARDOUS AND TOXIC WASTE

- Create designated hazardous waste collection areas on-site.
- Place hazardous waste containers under cover or in secondary containment.
- Do not store hazardous chemicals, drums or bagged materials directly on the ground.

NOTES & DETAILS ON THIS SHEET PROVIDED BY NCDEQ

NCG01 GROUND STABILIZATION AND MATERIALS HANDLING

EFFECTIVE: 04/01/19

DEEL ENGINEERING, PLLC
 1000 W. HARRIS BLVD., SUITE 100
 RALEIGH, NC 27603
 PHONE: 919.871.2881 FAX: 919.871.2882
 WWW: WWW.DEEL-ENGINEERING.COM

DATE PLOTTED: 04/01/19	SCALE: AS SHOWN
DATE CHECKED: 04/01/19	SCALE: AS SHOWN
DATE REVISION: 04/01/19	SCALE: AS SHOWN
DATE REVISION: 04/01/19	SCALE: AS SHOWN
DATE REVISION: 04/01/19	SCALE: AS SHOWN



E&S NOTES & DETAILS
OUTER BANKS DARE CHALLENGE
 PID: 016520005 PIN: 979800352441
 WAKE COUNTY NORTH CAROLINA

COMMISSION NO. 1560	DESIGNED BY: EAD
ISSUED BY: EAD	CHECKED BY: EAD
ISSUE DATE: 03/20/19	SCALE: AS SHOWN
SHEET NO. 8	TOTAL SHEETS: 8

C8



Michael A. Florez
 Registered Professional Engineer
 License No. 41153
 State of North Carolina

Dare Challenge Dormitory Building #1



Dare Challenge
Dormitory - Building #1
 Location: NC 345, Wanchese, North Carolina

FLOREZ
DESIGN STUDIOS, P.C.
 www.florezdesign.com
 PO Box 170, 182 Cassin Hwy.
 Raleigh, NC 27608
 Tel: 919.488.0808 Fax: 919.488.0809
 Email: florezdesign@florezdesign.com

INDEX		AREA SCHEDULE		ABBREVIATIONS	
SHEET NO.	SHEET TITLE	SHEET NO.	SHEET TITLE	FIRST FLOOR	1789 SQ.FT.
A1	COVER SHEET	01	FOUNDATION PLAN & DETAIL	SECOND FLOOR	1008 SQ.FT.
A2	FIRST FLOOR PLAN	02	FIRST FLOOR FRAMING PLAN & DETAIL	TOTAL HEATED AREA	
A3	SECOND FLOOR PLAN	03	SECOND FLOOR FRAMING PLAN	3496 SQ.FT.	
A4	ELEVATIONS	04	ROOF PLAN, CEILING FRAMING PLAN & DETAILS	FIRST FLR. COVERED ENTRY PORCH	224 SQ.FT.
A5	SECTION, WALL SECTION & DETAILS			FIRST FLR. EXTERIOR STAIR LANDING	64 SQ.FT.
A6	ENLARGED BATHROOM PLAN & ELEVATION			SECOND FLR. EXTERIOR STAIR LANDING	88 SQ. FT.
A7	BATHROOM ELEVATIONS				

FLOREZ DESIGN STUDIOS, P.C.
 182 Cassin Hwy., PO Box 170
 Raleigh, NC 27608
 Tel: 919.488.0808 Fax: 919.488.0809
 Email: florezdesign@florezdesign.com

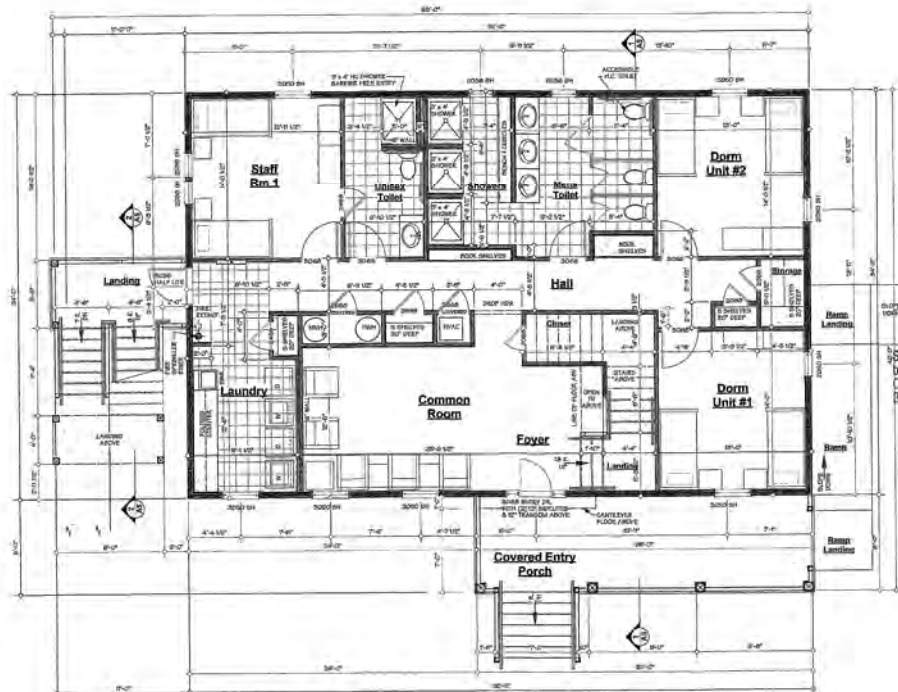
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SCALE	AS SHOWN
DESIGNED BY	M.A. FLOREZ
CHECKED BY	M.A. FLOREZ
DATE PLOTTED	11/14/2022 10:58 AM
PLT	11/14/2022 10:58 AM
SCALE	AS SHOWN
PROJECT #	22-011
A1	

WINDOW & DOOR NOTES:

1. ALL WINDOWS AND EXTERIOR DOORS ARE AS PER CONTRACTOR. THE OWNER & OTHER RELATED CODES ARE PER LOCAL-REG. CONTRACTOR IS RESPONSIBLE FOR VERIFYING SMOOTH OPENING DIMENSIONS & ACTUAL UNIT SIZE & QUANTITIES. WINDOW SIZES ARE SHOWN IN PINKS.
2. CONTRACTOR IS RESPONSIBLE FOR ALL WINDOW GLAZING SELECTIONS & INSTALLATIONS.
3. WINDOWING UNITS ARE SHOWN UNLESS OTHERWISE NOTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY CODE REQUIREMENTS FOR ALL WINDOWS & DOORS.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING DESIGN PRESSURES OR DP REQUIREMENTS FOR ALL WINDOWS AND DOORS WITH STATE & LOCAL BUILDING CODE.
5. TEMPERED GLASS UNITS ARE TO BE USED AS PER CODE REQUIREMENTS. IT IS CONTRACTOR'S RESPONSIBILITY TO VERIFY TEMPERED GLASS LOCATIONS.
6. ALL BEDROOMS TO HAVE MIN. OF 1 WINDOW OR DOOR MEETING THE NC. EGRESS CODE REQUIREMENTS. CONTRACTOR TO VERIFY.
7. IMPACT RESISTANCE (WINDOWS MAY BE ENHANCED AS PER LOCAL CODES). CONTRACTOR TO VERIFY LOCATIONS.
8. SEE ELEVATIONS FOR WINDOW SMOOTH OPENING HEADRISE HEIGHT & LOCATION.
9. ALL OPERABLE WINDOWS MUST MAINTAIN 2" MIN. CLEARANCE ABOVE FINISHED FLOOR TO WINDOW SILL, OPERABLE OR HAVE BUILDING INSPECTOR APPROVED CHILD-PROOF OPERATING DEVICES (LATCHES) DEVICE. IF WINDOW IS NOT ADJ. TO A PORCH, DECK, OR LOBBY, EDGE TO THE OUTSIDE OF THE WINDOW.

GENERAL NOTES:

1. ALL ANGLED WALLS ARE TO BE BASED ON 45° OR 90° OR 135° ANGLES UNLESS OTHERWISE NOTED.
2. AT ALL BUILDINGS PROVIDE WATER RESISTANT BARRIER ON ALL EXTERIOR WALLS.
3. CONTRACTOR TO VERIFY WATER HEATER TYPE & LOCATION.
4. HVAC EQUIPMENT TO BE LOCATED IN THE ATTIC WITH AN ACCESSIBLE OPERABLE LADDER TO THE LADDERLESS PIECE OF EQUIPMENT, AND IN NO CASE LESS THAN 32" x 50".
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING FLOOD VENTING REQUIREMENTS WITH STATE & LOCAL BUILDING CODES.



NOTE:
 1. ALL EXTERIOR WALLS TO BE 2" x 4" @ 16" O.C. WITH 1/2" GYPSUM BOARD.
 2. ALL INTERIOR WALLS TO BE 5/8" x 8" @ 16" O.C. WITH 1/2" GYPSUM BOARD.
 3. SEE ARCH. SPECIFICATIONS FOR MORE DETAILS.

FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0"

Septic Layout Approved
 by DCDHHS, DPH, EH Unit
 On 11/15/22
 By [Signature]

Dare Challenge Dormitory - Building #1
 Location: NC 345, Wanchese, North Carolina

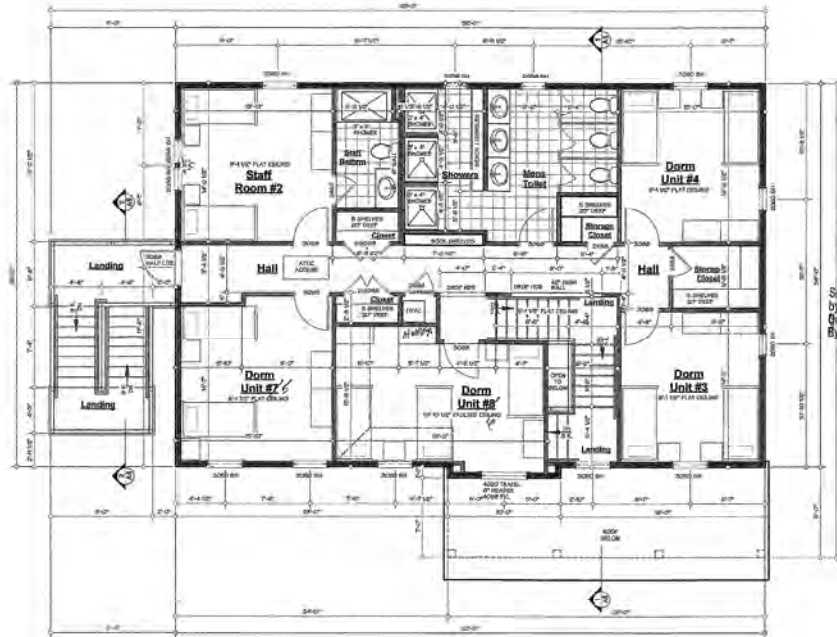
FLOREZ DESIGN STUDIOS P.C.
 www.florezdesign.com
 PO Box 1776, 9158 Currituck Hwy.
 Tel: 252-441-8209 Fax: 252-441-8275

PROJECT #	22-011
SCALE	AS SHOWN
DATE	11/15/22
BY	MFL
CHECKED BY	
DATE	
PROJECT #	
SCALE	
DATE	
BY	
CHECKED BY	
DATE	

A2



Michael A. Florez
Professional Engineer
No. 1483
State of North Carolina



Septic Layout Approved
by DCDHHS, DPH, EH Unit
On 1/15/14
By [Signature]

NOTES:
1. ALL DIMENSIONS SHALL BE TO THE CENTER UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS SHALL BE TO THE CENTER UNLESS NOTED OTHERWISE.

SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

**Dare Challenge
Dormitory - Building #1**
Location: NC 345, Wanchese, North Carolina

FLOREZ
DESIGN STUDIOS P.C.
www.florezstudios.com
PO Box 170, 1530 Carolina Hwy.
Fayetteville, NC 27804
Tel: 252-481-4874
Fax: 252-481-4874
Email: info@florezstudios.com

PROJECT #	22-011
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BY	[Signature]
CHECKED BY	[Signature]
DATE	1/15/14
PROJECT	A3

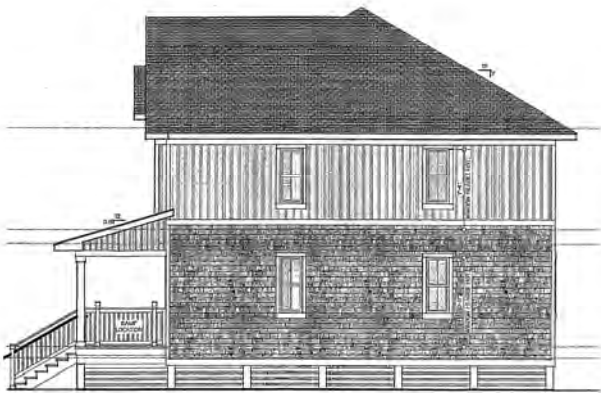


Michael A. Florez
Digitally signed by Michael A. Florez
Date: 2013.03.08 17:34:49 -0500

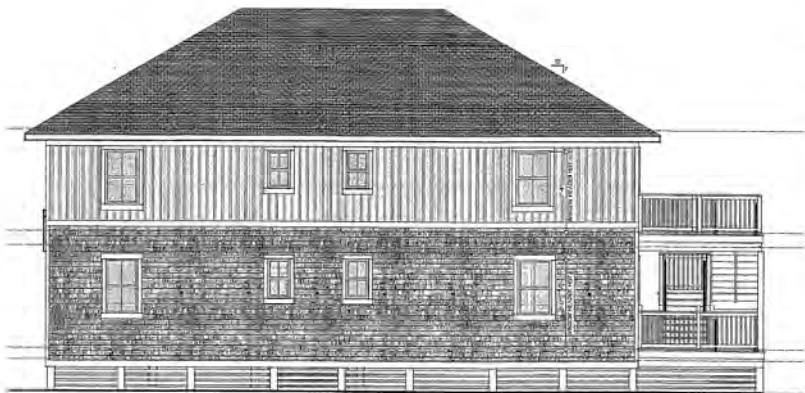
**Dare Challenge
Dormitory - Building #1**
Location: NC 345, Wanchese, North Carolina

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DESIGN STUDIOS, P.C.
www.florezdesign.com
PO Box 179, 1132 Currituck Hwy,
Pilot Harbor, NC 27744
Tel: 252-741-6698 Fax: 252-667-4875
Email: florezdesign@gmail.com

PROJECT # 22-611
DATE 2/20/13
DRAWN BY JAC, RL, DL
CHECKED BY
PROJECT #
DATE
DRAWN BY
CHECKED BY
PROJECT #
DATE
DRAWN BY
CHECKED BY
A4



RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"



LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



FRONT ELEVATION
SCALE: 1/4" = 1'-0"

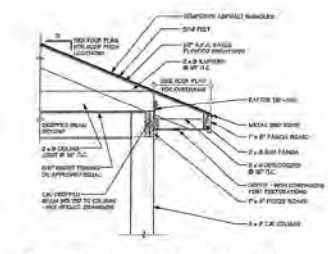


Michael A. Florez
No. 14190
State of North Carolina

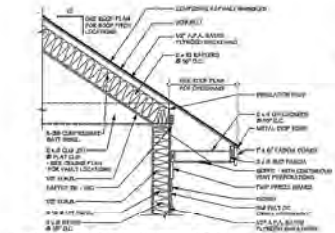
**Dare Challenge
Dormitory - Building #1**
Location: NC 345, Wanchese, North Carolina

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DESIGN STUDIOS, P.C.**
www.florezdesign.com
PO Box 175, 1010 Currituck Hwy.
Pilot Mountain, NC 27961

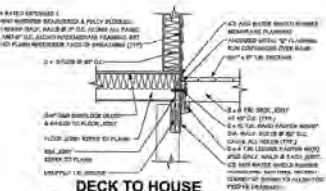
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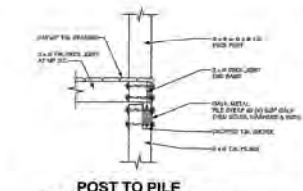
7 COV. PORCH CORNICE DETAIL
SCALE: 3/4" = 1'-0"



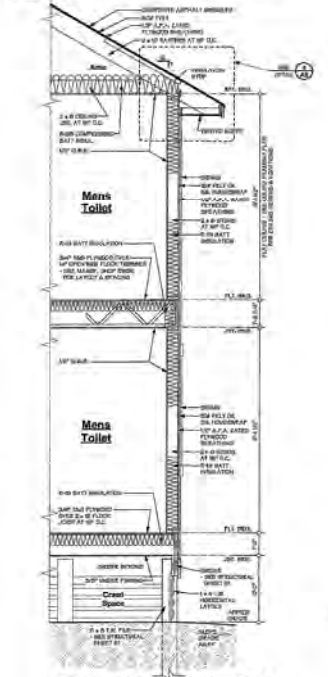
6 HOUSE CORNICE DETAIL
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5 DECK TO HOUSE CONNECTION DETAIL
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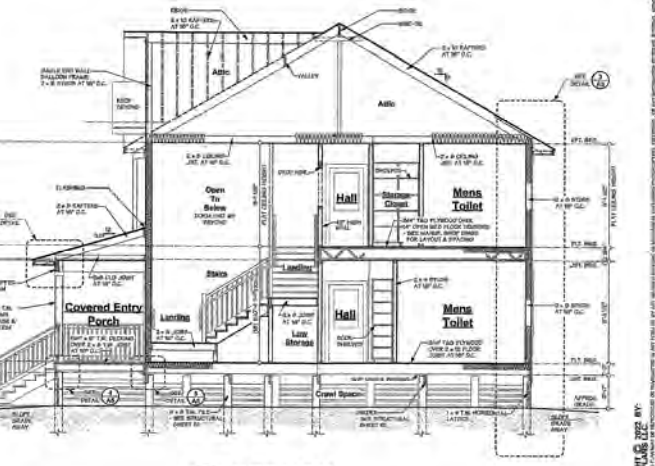
4 POST TO PILE CONNECTION DETAIL
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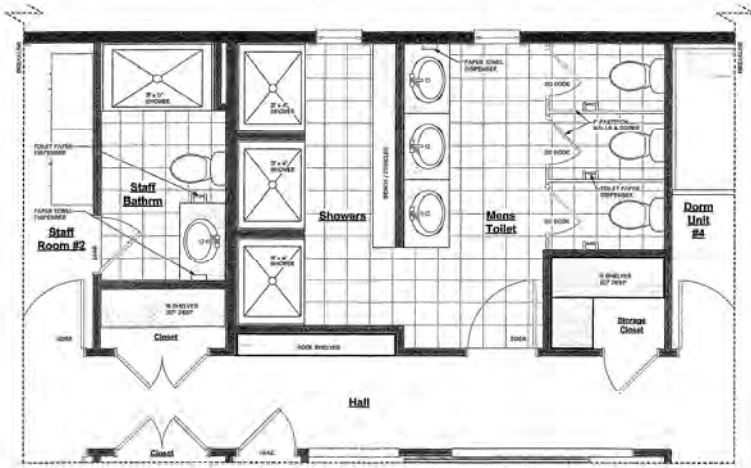
3 WALL SECTION
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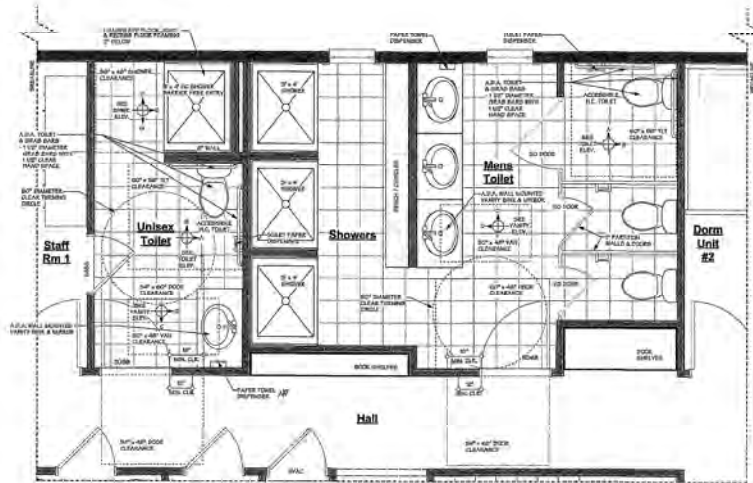
2 SECTION
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1 SECTION
SCALE: 1/4" = 1'-0"



**SECOND FLOOR
ENLARGED BATHROOM PLAN**
SCALE: 1/2" = 1'-0"



**FIRST FLOOR
ENLARGED BATHROOM PLAN**
SCALE: 1/2" = 1'-0"



Michael
A. Florez

**Dare Challenge
Dormitory - Building #1**
Location: NC 345, Wanchese, North Carolina

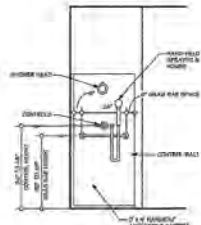
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DESIGN STUDIOS, P.C.

PO Box 175, 3155 Carolina Hwy.
Point Harbor, NC 27914
Tel: 252-341-0200 Fax: 252-341-8275
Email: florezdesignstudios@gmail.com

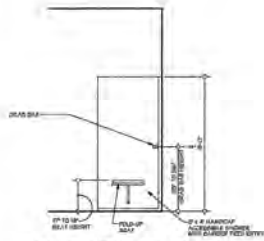
A6



Michael A. Florez
 Licensed Professional Engineer
 License No. 14183
 State of North Carolina
 Date: 2/23/2018
 Expires: 2/23/2023

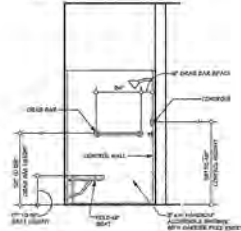


SHOWER ELEV. G
 SCALE: 1/2" = 1'-0"

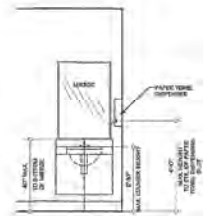


SHOWER ELEV. F
 SCALE: 1/2" = 1'-0"

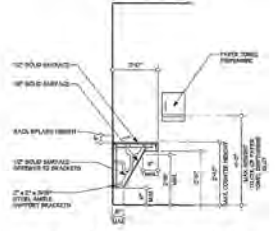
NOTE: INDICATOR OF FORCE: SPRING (UPPER) & HAND, VERT. HANDLE ON SLIDING DOOR



SHOWER ELEV. E
 SCALE: 1/2" = 1'-0"



VANITY ELEV. D
 SCALE: 1/2" = 1'-0"



VANITY ELEV. C
 SCALE: 1/2" = 1'-0"



TOILET ELEV. B
 SCALE: 1/2" = 1'-0"

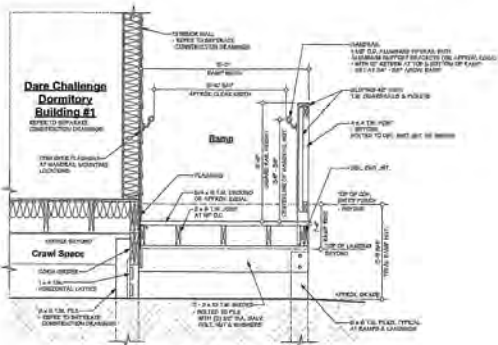


TOILET ELEV. A
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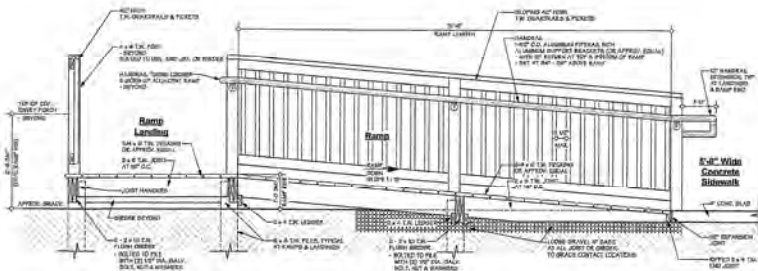
Dare Challenge
Dormitory - Building #1
 Location: NC 345, Wanchesse, North Carolina

FLOREZ
 DESIGN STUDIOS, P.C.
 www.florezdesign.com
 PO Box 1176, #157 Charlotte, N.C.
 Tel: 352-421-3698 Fax: 252-441-8873
 Email: florezdesign@gmail.com
 Post: 27804, NC 27814

DATE: 02/23/2018	PROJECT: 18-014
SCALE: 1/2" = 1'-0"	DATE: 02/23/2018
BY: MAF	CHECKED: MAF
APP: MAF	DATE: 02/23/2018
A7	



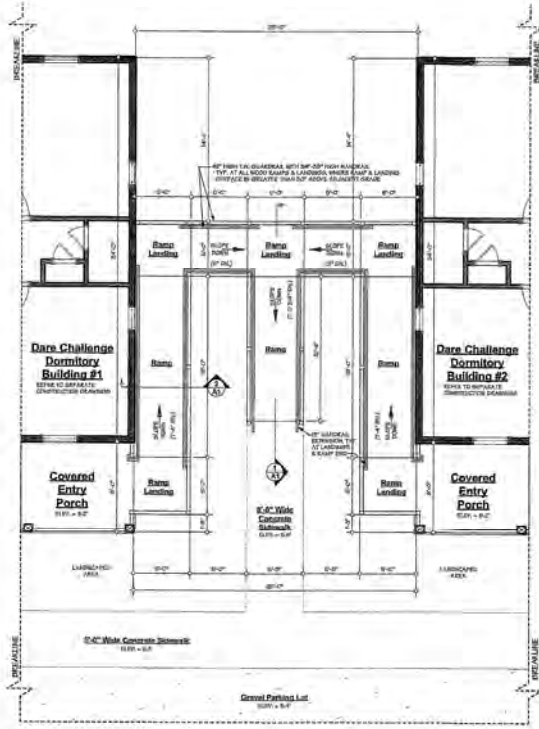
2 H.C. RAMP DETAIL
SCALE: 3/4" = 1'-0"



1 H.C. RAMP DETAIL
SCALE: 3/4" = 1'-0"

RAMP NOTE:
1. ALL RAMP GRATING TO HAVE A MAXIMUM SLOPE OF 2:12 OF RISE TO 24" OF RUN.
2. ALL RAMP GRATING TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS FOR COMPATIBILITY WITH PROPOSED RAMP LANDINGS & RAMPED.
3. 1/2" DIA. RAMP RISE = 24" DIA. FROM TOP OF GRADE TO TOP OF COVERED ENTRY PORCHES.

GUARD RAIL NOTE:
1. GUARD RAILS SHALL BE 42" HIGH ABOVE FINISHED WALL SURFACE AT ALL RAMPED, & LANDINGS THAT ARE BROADER THAN 24" ABOVE GRADE.



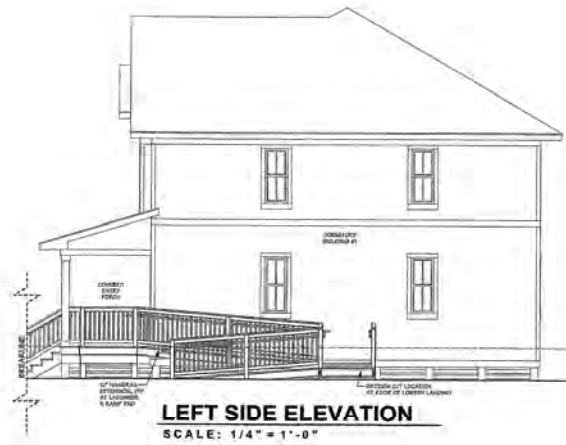
H.C. RAMP PLAN
SCALE: 1/4" = 1'-0"



**Dare Challenge
Dormitory - H.C. Ramp**
Location: NC 345, Wanchese, North Carolina

**FLOREZ
DESIGN STUDIOS, P.C.**
www.florezdesign.com
1000 S. W. 10th St., Suite 100
P.O. Box 10000, Raleigh, NC 27615
Phone: 919.877.1111
Fax: 919.877.1112
Email: info@florezdesign.com

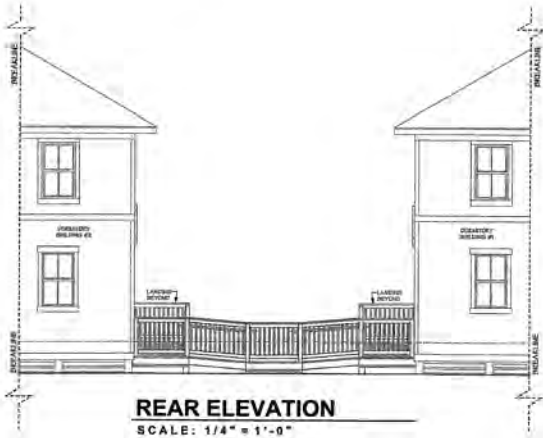
PROJECT #	22-011
DATE	08/15/2022
DESIGNER	J.A. FLOREZ
CHECKED BY	J.A. FLOREZ
DATE	08/15/2022
PROJECT	A1



LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



Michael A. Florez
Professional Engineer
State of North Carolina
License No. 14162

**Dare Challenge
Dormitory - H.C. Ramp**
Location: NC 345, Wanchese, North Carolina

**FLOREZ
DESIGN STUDIOS, P.C.**
www.florezdesign.com
PO Box 175, 4318 Carolina Hwy.
Juno Beach, FL 33408

PROJECT #	22-031
DATE	JANUARY 2022
SCALE	AS NOTED
DESIGNED BY	DAVID J. FLOREZ
CHECKED BY	MICHAEL A. FLOREZ
DATE	JANUARY 2022

A2

COMMON REQUIREMENTS:

1. RAMP & LANDING FLOOR SHALL BE 4" x 4" FT. WITH MINIMUMS DENSITY OF 120-150 POUNDS PER CUBIC YARD (PSY) & TYPED TO REPAIR OF ALL FIVE INCHES.
2. CONTRACTOR RESPONSIBLE TO VERIFY ELEVATION OF RAMP/OUT CATCHES WITH COMMUNITY, LOCAL, AND STATE DEPARTMENTS.
3. WALKWAY MATERIAL SHALL BE 2.5" TO 4.0" IN THICKNESS FOLLOW THE PRESPECIFIED TREATED LANE.
4. METAL PARTITIONS SHALL BE NON-CORROSIVE GALVANIZED STEEL.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY PROPER INSTALLATION OF ALL METAL PARTITIONS PER MANUFACTURER'S SPECIFICATIONS.

ORDER / REAMNOTE:

1. FOR ALL TRILL (OR GRAY) MARBLE ORDERED IN BEAMS WITHIN FLOOR FOR TWO SIDES, INSTALL REED, OR FOURTH SIDES BETWEEN TUBS AND WALL OR SIDING FLOORING.

FRAMING NOTES:

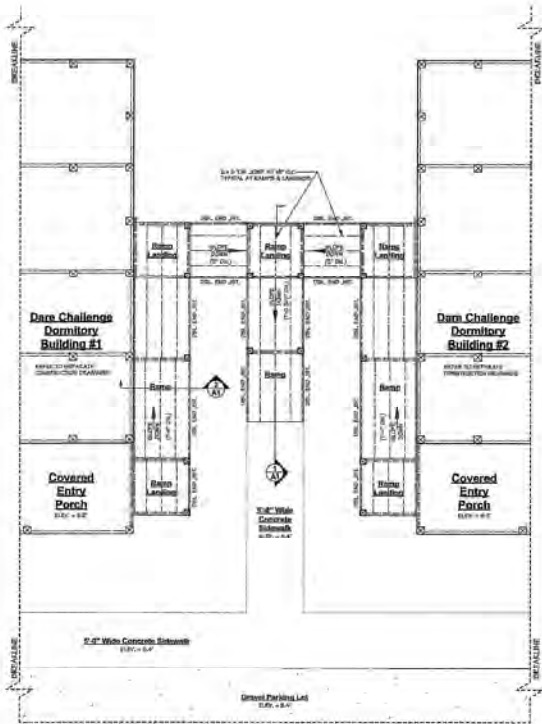
1. MARK OR MARKER ALL JOBS AT TUBS, ORDER & FLUSH FROM LOCATIONS.
2. ENGINEERED LAMBS SHALL BE ENGINEERED PER MANUFACTURER'S SPECIFICATIONS.

LAMBER NOTE:

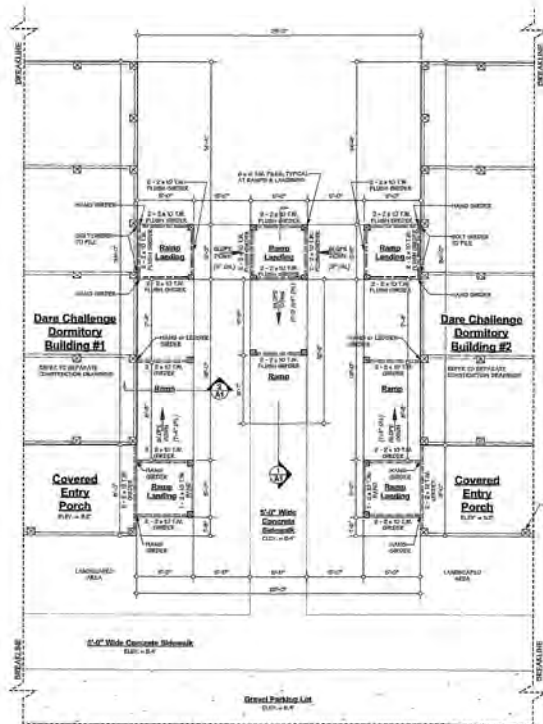
1. ALL FLOOR JOBS OVER LIGHT, OR OTHER BEAMS, ORDER JOBS & PARTS TO BE 4" X 8" SOUTHWEST YELLOW PINE (UNLESS NOTED OTHERWISE). ANY SUBSTITUTIONS TO BE CORROBORATED BY THE CONTRACTOR WITH THE STRUCTURAL ENGINEER.

RAMP NOTE:

1. ALL NEW RAMP TO HAVE A MAXIMUM SLOPE OF 4" OF RISE TO 12" OF RUN. CONTRACTOR TO FIELD VERIFY WITH CONDITIONS & REPORTS BEFORE BEGINNING FOR COMPLIANCE WITH PREPARED RAMP LANDING & SLOPES.
2. TOTAL RAMP RISE = 3'-0" FROM TOP OF CONCRETE TO TOP OF COVERED PORCH FLOOR.



H.C. RAMP FRAMING PLAN
SCALE: 1/4" = 1'-0"



H.C. RAMP FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

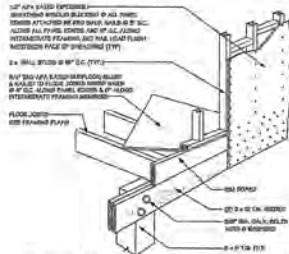


Michael
A Florez

**Dare Challenge
Dormitory - H.C. Ramp**
Location: NC 345, Wanchese, North Carolina

**FLOREZ
DESIGN STUDIOS, P.C.**
www.florezdesign.com
PO Box 1718, 8137 Casselton Hwy.
Pilot Mountain, NC 27966
Tel: 252-411-0888 Fax: 252-481-8978
Email: florezdesign@florezdesign.com

PROJECT #	22-611
DATE ISSUED	07/20/2023
DATE REVISED	
DATE PRINTED	
PROJECT NAME	DARE CHALLENGE DORMITORY - H.C. RAMP
PROJECT LOCATION	NC 345, WANCHESE, NC
PROJECT DESCRIPTION	
PROJECT ARCHITECT	FLOREZ DESIGN STUDIOS, P.C.
PROJECT ENGINEER	MICHAEL A. FLOREZ
PROJECT CONTRACTOR	
PROJECT SUBCONTRACTOR	
PROJECT OWNER	
PROJECT SCHEDULE	
PROJECT BUDGET	
PROJECT STATUS	
PROJECT PHASE	
PROJECT DRAWING	
PROJECT SHEET	A3



EXTERIOR DROPPED GIRDER DETAIL
SCALE: N.T.S.

FOUNDATION NOTES:

1. PILES SHALL BE 12" x 12" x 12" WITH MINIMUM BURIED DEPTH OF 4'-0" FROM SETTING GRADE (S.G.) & TAPPED TO FOUNDATION OR AS PER ENGINEER.
2. CONTRACTOR RESPONSIBLE TO VERIFY ELEVATION OF BASE CUT COMPLIES WITH COMBUSTIBILITY, LOGAL, AND STATE PROVISIONS.
3. BRIDGE MATERIAL SHALL BE 15% MIN. SECONDARY YELLOW PINE PRESERVATIVE TREATED LUMBER.
4. METAL HATCHES SHALL BE HOT-DIPPED GALVANIZED PLYWOOD.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE PROPER INSTALLATION OF ALL METAL FABRICATED FOR MANUFACTURER'S SPECIFICATIONS.
6. CONTRACTOR TO CO-DRAINAGE FURNISH UNDER LOCATIONS WITH HVAC CONTRACTOR.

LUMBER NOTES:

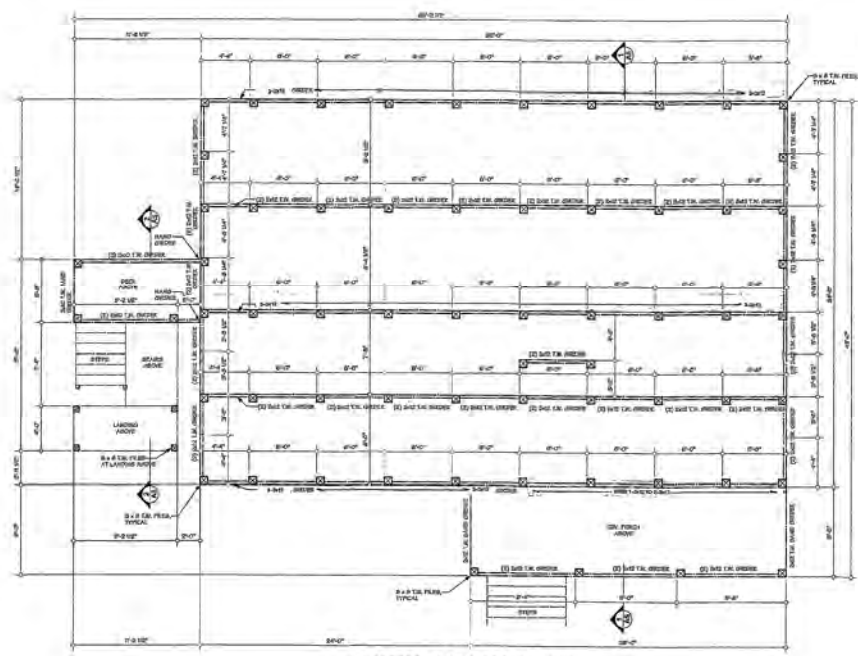
1. ALL FLOOR JOIST, BRIDGE JOIST, BRIDGE BEAM, CORNER JOIST & GIRDERS TO BE #2 SOUTHERN YELLOW PINE UNLESS NOTED OTHERWISE. ANY SUBSTITUTIONS TO BE FORWARDED BY THE CONTRACTOR WITH THE STRUCTURAL ENGINEER.

BRACING NOTES:

1. HATCH DECKERS ALL JOIST AT JUNCTION GIRDERS & FLOOR BEAM LOCATIONS.
2. ENGINEERED LUMBER SHALL BE MANUFACTURED PER MANUFACTURER'S SPECIFICATIONS.

STEEL LUMBER NOTES:

1. FOR ALL TOPS OF QUALITY MEMBER GIRDERS OR BEAMS, NOTION PLUMBER OR PHOTO FOR RED GIRDERS, MEASUREMENTS SHALL SHOW ONE POSITIVE WELDLINE BETWEEN FLANGES OF TOPS AND BOSS OR GIRDERS TOGETHER.



FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

Dare Challenge Dormitory - Building #1
Location: NC 34-5, Wanchese, North Carolina



Raymond G. Potts, P.E., P.L.L.C.
PO Box 224
Pilot Mountain, NC 27854

ALL DIMENSIONS SHOWN ON THIS DRAWING ARE BASED UPON THE SURVEY DATA PROVIDED BY THE SURVEYOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE SURVEY DATA AND FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.

PROJECT #	22-011
DATE	11/15/2022
SCALE	AS SHOWN
REVISIONS	
DATE	
BY	
CHECKED BY	
DATE	
APPROVED BY	
DATE	
PROJECT #	22-011
DATE	11/15/2022
SCALE	AS SHOWN
REVISIONS	
DATE	
BY	
CHECKED BY	
DATE	
APPROVED BY	
DATE	

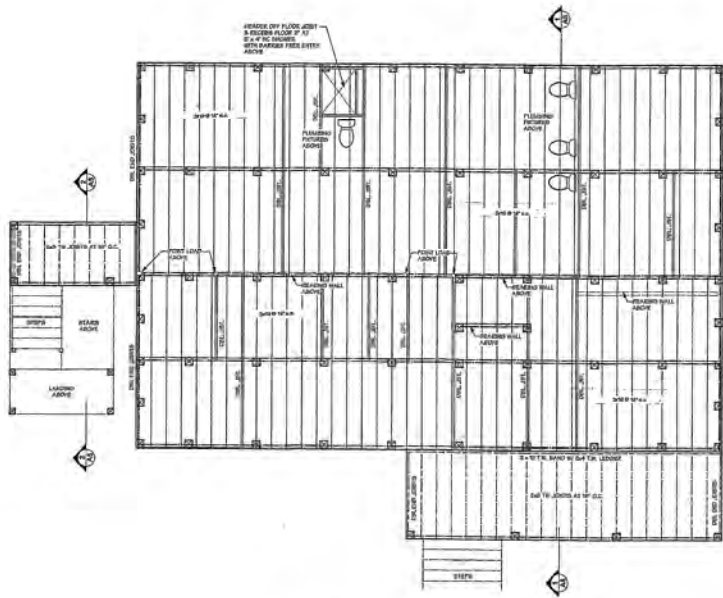
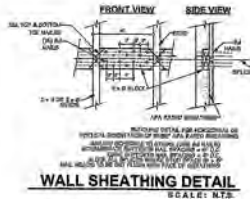
S1

LUMBER NOTES:
 1. ALL FLOOR JOIST, DECK JOIST, GIRDERS, BEAMS, CEILING JOIST & CAPPING IS TO BE SOUTHERN YELLOW PINE, UNLESS NOTED OTHERWISE. ALL SPECIFICATIONS TO BE COORDINATED BY THE CONTRACTOR WITH THE ELECTRICAL ENGINEER.

FRAMING NOTES:
 1. FINISH OR LIGERS ALL JOIST AT FLUSH WITH CEILING PLUMB REAM LOCATIONS.
 2. DIMENSIONED LUMBER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
 3. REFER TO THE FOUNDATION PLAN OR SHEET IN FOR PILE AND HOUSE DIRTLINE DIMS.
 4. CONTRACTOR TO COORDINATE PLUMB ABOVE LOCATIONS WITH HVAC CONTRACTOR.

EXTERIOR NOTES:
 PERFORM A CHECK AND REPAIR ALL EXTERIOR WALLS TYPICAL PER ALL PLUMB.

FLOOR JOIST NOTES:
 PROVIDE DETAIL SECTION OF LUMBER JOIST AS SHOWN IN SECTION 12. JOIST END AT END TYPICAL.



Dare Challenge Dormitory - Building #1
 Location: NC 345, Wanchese, North Carolina

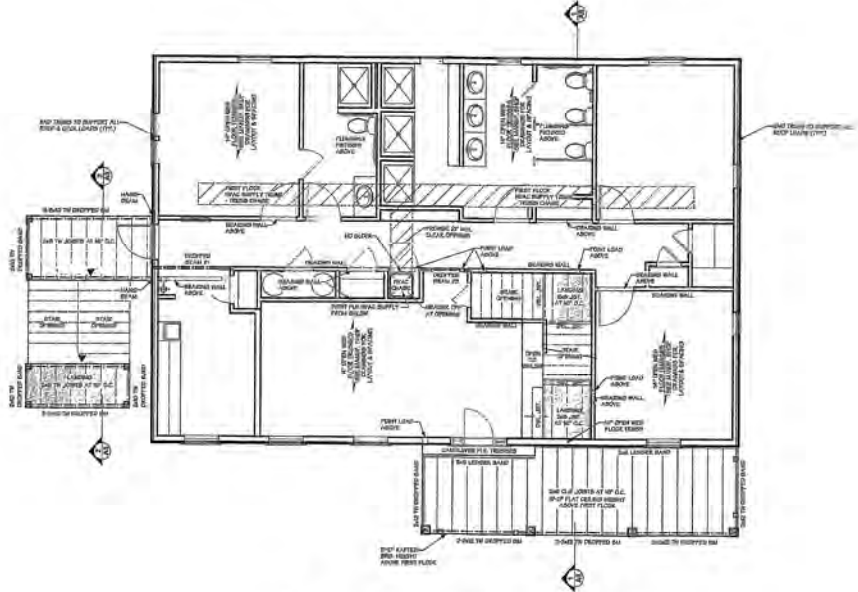


ALL DETAILS DESIGNED BY OTHERS. THESE PLANS HAVE BEEN THOROUGHLY EXAMINED BY THE ENGINEER AND FOUND TO BE IN ACCORDANCE WITH THE CODES AND REGULATIONS OF THE STATE OF NORTH CAROLINA. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF THE PUBLIC.

PROJECT #	22-201
DATE	10/20/2022
SCALE	AS SHOWN
SHEET #	S2

- LINER NOTE:**
1. ALL FLOOR JOISTS, DECK, JOIST, GIRDERS, BEAMS, CORING JOIST & RAFTERS TO BE 2" SOUTH BAY YELLOW PINE, UNLESS NOTED OTHERWISE. ANY REVISIONS TO BE INDICATED BY THE CONTRACTOR WITH THE STRUCTURAL ENGINEER.
- FRAMING NOTE:**
1. NAME OF JOISTE ALL JOIST AT FLOOR DECK & FLOOR BEAM LOCATIONS.
 2. DIMENSIONED UNLESS SHOWN BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.
- FLOOR TRUSS NOTES:**
1. CONTRACTOR IS RESPONSIBLE FOR CO-ORDINATING THE JOIST TRUSS CHAIR LOCATION, SIZE, & DIMENSION WITH HVAC CONTRACTOR & PLUMB MANUFACTURER.
 2. SEE TRUSS MANUFACTURERS SHOP DRAWINGS FOR TRUSS LAYOUT & INSTALLATION DETAILS.

2nd FLR. FRAMING BEAM SCHEDULE	
BEAM #1	DESCRIPTION
BEAM #1	DEEPLYER 3-2X12
BEAM #2	DEEPLYER 3-2X12
▶ INDICATES BEAM 1-3x12/10 3-2x12	



SECOND FLOOR FRAMING PLAN
SCALE: 1/4" = 1'-0"

**Dare Challenge
Dormitory - Building #1**
Location: NC 345, Wanchesse, North Carolina

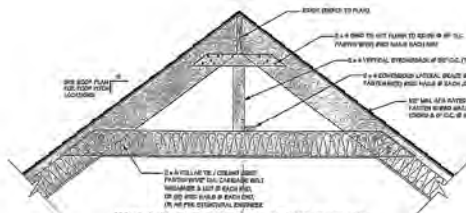


Payment to: Paul, P/L, P/L, P/L
PO Box 108
Pittsboro, NC 27664

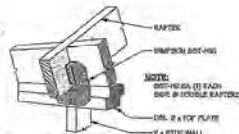
ALL DRAWINGS DESIGNED BY CHIEF ENGINEER. THESE PLANS HAVE BEEN PREPARED, EXAMINED, AND ISSUED BY ME AS A PROFESSIONAL ENGINEER IN THE STATE OF NORTH CAROLINA. I AM NOT PROVIDING CONTRACT ADMINISTRATION SERVICES. I AM NOT PROVIDING CONTRACT ADMINISTRATION SERVICES. I AM NOT PROVIDING CONTRACT ADMINISTRATION SERVICES.

DATE	REVISION

S3



INTERIOR ROOF FRAMING DETAIL
SCALE: NOT TO SCALE

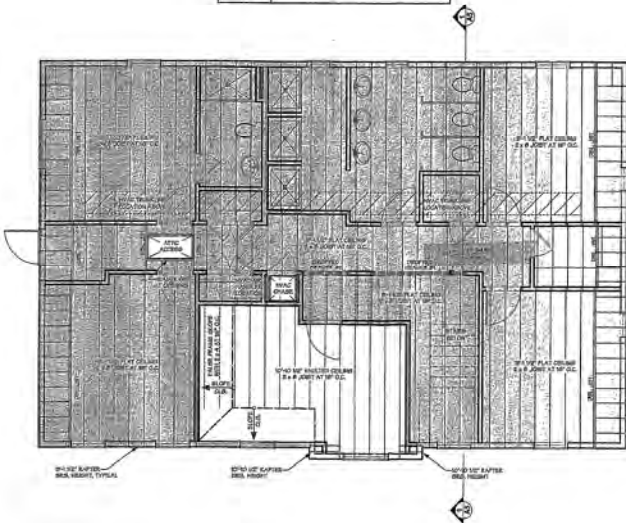


RAFTER STRAPPING DETAIL
SCALE: NOT TO SCALE

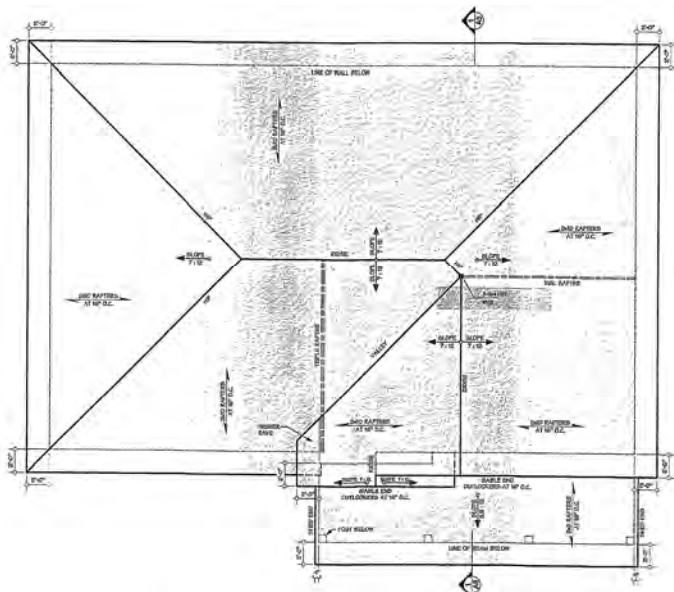
- ROOF FRAMING GENERAL NOTES:**
- 1) SEE ROOF PLAN AND ELEVATIONS FOR FINISH & LOCATION.
 - 2) ALL RAFTERS SHALL BE 2x4 @ 16" O.C. AT GABLE END, 2x4 @ 16" O.C. AT GABLE END JOINT.
 - 3) ALL RAFTERS TO BE 2x4 WITH 2x4 TO FORM GABLE. ALL RAFTERS TO BE 2x4 WITH 2x4 TO FORM GABLE. ALL RAFTERS TO BE 2x4 WITH 2x4 TO FORM GABLE.
 - 4) (REMOVE ROOF JOINTS) JOINTS AND JOINTS, OR JOINTS AT ALL ROOF JOINTS. JOINTS AND JOINTS, OR JOINTS AT ALL ROOF JOINTS. JOINTS AND JOINTS, OR JOINTS AT ALL ROOF JOINTS.
 - 5) ALL JOINTS AND JOINTS TO BE 2x4 WITH 2x4 TO FORM GABLE. ALL JOINTS AND JOINTS TO BE 2x4 WITH 2x4 TO FORM GABLE.
 - 6) RAFTERS TO BE 2x4 WITH 2x4 TO FORM GABLE. RAFTERS TO BE 2x4 WITH 2x4 TO FORM GABLE.
 - 7) RAFTERS TO BE 2x4 WITH 2x4 TO FORM GABLE. RAFTERS TO BE 2x4 WITH 2x4 TO FORM GABLE.
 - 8) RAFTERS TO BE 2x4 WITH 2x4 TO FORM GABLE. RAFTERS TO BE 2x4 WITH 2x4 TO FORM GABLE.

- LUMBER NOTE:**
1. ALL FLUTE JOINTS, PITCH JOINTS, GROOVES, BEAMS, CEILING JOINTS & RAFTERS TO BE #2 REDWOOD YELLOW PINE UNLESS NOTED OTHERWISE. ANY SUBSTITUTIONS TO BE COORDINATED BY THE CONTRACTOR WITH THE ARCHITECT/ENGINEER.
- FRAMING NOTES:**
1. HANG ON LUMBER ALL JOINTS AT FLOOR, CEILING & PLUMB BEAM LOCATIONS.
 2. ENGINEERED LUMBER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
- ROOF VENTING NOTE:**
1. REMOVE ROOF / FLOOR JOINTS AT ALL ROOF OVERHEADS & ROOF VENTS AT THE UPPER THIRD OF THE ROOF, OR EXCEPT VENTS AS REQUIRED, CONTRACTOR TO VERIFY.

MARK	DESCRIPTION
HEADER #1	DROPPED 3-08
HEADER #2	DROPPED 3-08



CEILING FRAMING PLAN
SCALE: 1/4" = 1'-0"



ROOF FRAMING PLAN
SCALE: 1/4" = 1'-0"

Dare Challenge Dormitory - Building #1
Location: NC 945, Wanchesse, North Carolina



Raymond G. Potts, P.E., License No. 2784, State of North Carolina

ALL TRUSSES OWNED BY OTHER PROPERTY OWNERS MUST BE PROPERLY IDENTIFIED BY THIS OFFICE. I HAVE REFERENCED TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THEY COMPLY WITH ALL APPLICABLE NORTH CAROLINA CODES AND HAVE BEEN PREPARED FOR ANNUAL INSPECTION IN THIS AREA.

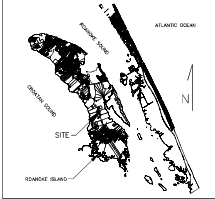
PROJECT #	222-311
DATE	10/20/2011
SCALE	AS SHOWN
REVISIONS	
DATE	
BY	
CHECKED BY	
DATE	
APPROVED BY	
DATE	

S4

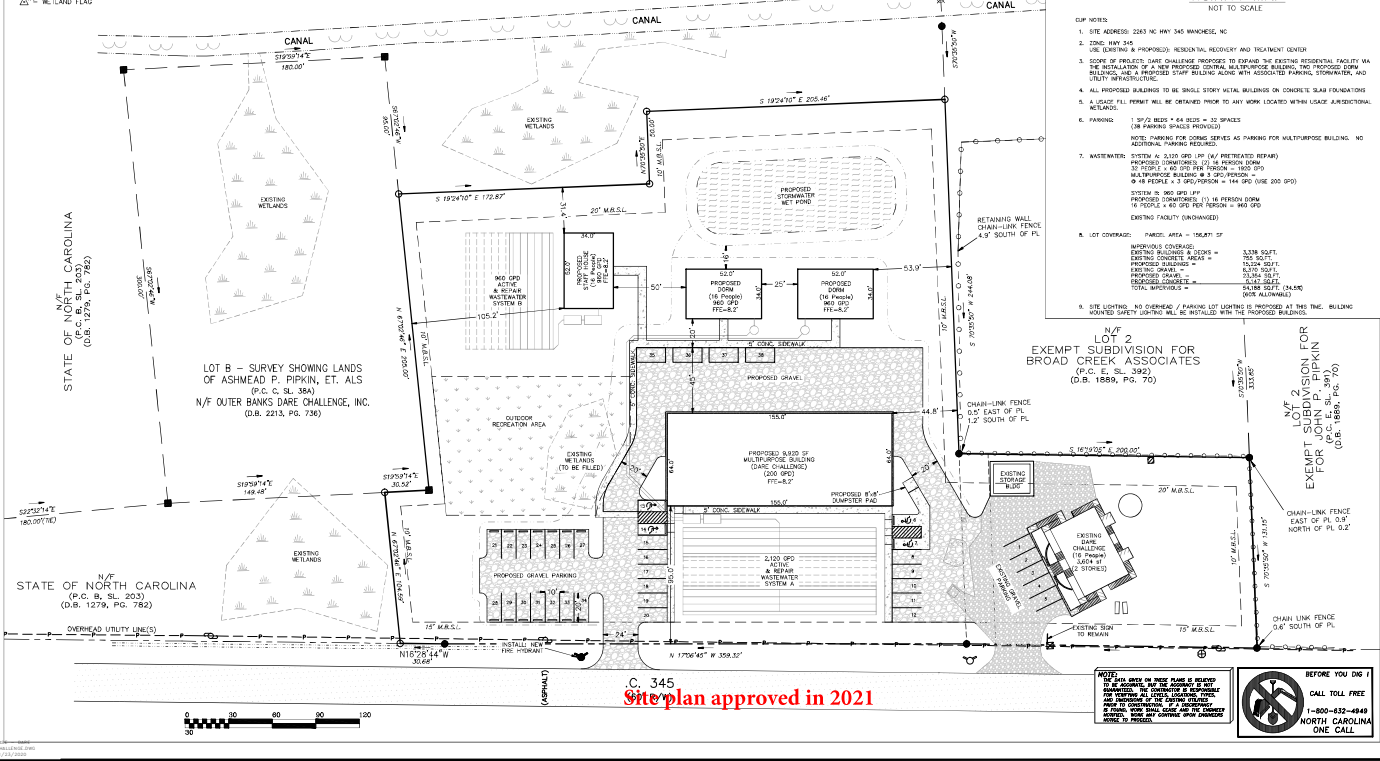
- LEGEND**
- EX. 1 1/2" OPEN PIPE
 - EX. 1/2" REBAR
 - EX. 1/2" REBAR SET 12" HD
 - EX. 4" x 4" CONC. MON.
 - CONC. MON. SET
 - ▲ EX. MAG. NAIL
 - ▲ MAG. NAIL SET
 - CALCULATED POINT
 - WATER METER
 - PHONE PEDestal
 - LIGHT POOL
 - UTILITY POLE
 - GUY WIRE
 - FIRE HYDRANT
 - ELECT. TRANS.
 - AD = ABOVE GRADE
 - BC = BELOW GRADE
 - PL = PROPERTY LINE
 - EX = EXISTING
 - ▲ WETLAND FLAG

GENERAL NOTES:
 (BOUNDARY AND SURVEY INFORMATION BY SEABOARD SURVEYING & PLANNING, INC. DATED 10/25/2019 AND RECORDED IN P.C. & SL 107)
 1. CURRENT OWNERS: OUTER BANKS DARE CHALLENGE, INC. (P.O. BOX 153) WANDCHESE, NC 27981
 2. RECORDED REFERRED: P.C. & SL 305, D.B. 1886, PG. 252; P.C. & SL 203; D.B. 1279, PG. 782
 3. EXISTING DARE COUNTY PIN NUMBER: 1998 10 55 2441
 4. PINCH HOOKER: BRIDGWOOD
 5. NFP FLOOD ZONE: AE (X) SHOWN PER F.J.R.M. MAP #5720979800; EFFECTIVE 6/9/20 (R.F.P.E.=B.0)
 6. SITE ZONING: "M1" 345'
 7. ALL AREAS BY COORDINATE COMPUTATION.
 8. BUILDING SETBACKS SHALL COMPLY WITH THE COUNTY OF DARE ZONING DISTRICT "M1" 345'
 9. TOTAL AREA BOTH PARCELS: 156,871 S.F. (3.601 AC)
 10. SOME PORTIONS OF SOME LOTS IN THIS SUBDIVISION ARE LOCATED IN AREAS OF ENVIRONMENTAL CONCERN. INDIVIDUAL PERMITS MAY BE REQUIRED BEFORE DEVELOPMENT MAY TAKE PLACE IN THESE AREAS.

LINE	LENGTH	BEARING
LT	124.18	N 82° 52' 34"



STATE OF NORTH CAROLINA
 (P.C. & SL 203)
 (D.B. 1279, PG. 782)



- DEP NOTES:**
1. SITE ADDRESS: 2243 NC HWY 345 WANDCHESE, NC
 2. ZONING: M1-345 (USE (EXISTING & PROPOSED): RESIDENTIAL RECOVERY AND TREATMENT CENTER)
 3. SCOPE OF PROJECT: DARE CHALLENGE PROPOSED TO EXPAND 345 EXISTING RESIDENTIAL FACILITY VIA THE RELOCATION OF A NEW PROPOSED CENTRAL AIR-CONDITIONING, HEATING, AND PROPOSED DRAINAGE INFRASTRUCTURE.
 4. ALL PROPOSED BUILDINGS TO BE SMALL STORY WITH BUILDINGS ON EXISTING SLAB FOUNDATIONS.
 5. A LARGE P.L. PERMITS WILL BE OBTAINED PRIOR TO ANY WORK LOCATED WITHIN USABLE AREAS OF EXISTING WETLANDS.
 6. PARKING: 1 3/4' DEEP x 6'4" WIDE x 32 SPACES (38 PARKING SPACES PROVIDED) WITH PARKING FOR TRUCKS SERVED AS PARKING FOR MULTIPURPOSE BUILDING. NO ADDITIONAL PARKING REQUIRED.
 7. WASTEWATER: SYSTEM A: 2,100 GPD (10' x 44' INTERLOCKED REBAR) 15' DEEP x 1' PER PERSON (14.6 PERSONS/DOM) MULTIPURPOSE BUILDING # 3 GPD PERSON # 4 PEOPLE x 3 GPD PERSON = 14.6 PERSONS/DOM SYSTEM B: 400 GPD (10' x 14' INTERLOCKED REBAR) 15' DEEP x 1' PER PERSON (14.6 PERSONS/DOM) MULTIPURPOSE BUILDING # 3 GPD PERSON # 4 PEOPLE x 3 GPD PERSON = 14.6 PERSONS/DOM TOTAL IMPROVEMENTS: 14.6 PERSONS/DOM (16 PERSONS/DOM) 16 PEOPLE x 45 GPD PER PERSON = 720 GPD (DRAINAGE ALLOWED)
 8. LOT COVERAGE: PARCEL AREA = 156,871 SF IMPROVEMENTS COVERAGE: 10,000 SF EXISTING CONCRETE ASPHALT: 12,500 SF PROPOSED ASPHALT: 12,500 SF PROPOSED GRAVEL: 15,000 SF TOTAL IMPROVEMENTS: 39,500 SF (25% COVERAGE) (D.B. 1886, PG. 70)
 9. SITE LIGHTING: NO OVERHEAD / PARKING LOT LIGHTING IS PROPOSED AT THIS TIME. BUILDING WORKING SAFETY LIGHTING WILL BE INSTALLED WITH THE PROPOSED BUILDINGS.

DEE ENGINEERING, PLLC
 CIVIL ENGINEERING LICENSE # 14085
 1111 W. MARKET STREET, SUITE 200
 WANDCHESE, NC 27981
 PHONE: 843.686.1111 FAX: 843.686.1112

DATE	DESCRIPTION

CUP PLAN
OUTER BANKS DARE CHALLENGE
 PID: 016520005 PIN: 979800352441
 WANDCHESE, NC

COMMISSIONED BY: **DEE**
 DESIGNED BY: **DEE**
 CHECKED BY: **DEE**
 DATE: 11/29/2024
 SHEET NO: 1 OF 1

P1

BEFORE YOU DIG
 CALL TOLL FREE
 1-800-832-4848
 NORTH CAROLINA
 ONE CALL

C. 345
 Site plan approved in 2021



Conditional Use Permit No.6-2020

Dare County Sections 22-27.16, 22-31, and 22-68.

Application of: Outer Banks Dare Challenge

On January 4, 2021, the Dare County Board of Commissioners considered the application of the Petitioner above named which application is on file with the Dare County Planning Department, and the Board finds as follows:

1. That the written application of Petitioner with attachments has been duly submitted to the Dare County Planning Board as required by Section 22 of the Dare County Code (hereinafter referred to as "Code");
2. That the application substantially complies with the requirements of the Code in that it requests uses permitted by conditional use permit under the Code, including residential structures in a group housing development;
3. The subject property is zoned Highway 345. This property is identified on the Dare County tax records as PIN 979810352441.
4. That the Dare County Planning Board recommended for approval the granting of this Conditional Use Permit as requested. The Planning Board made this recommendation on December 14, 2020.
5. That the Dare County Board of Commissioners is empowered under sections of the Code set out above to grant uses such as allowed herein and insofar as the conditional use is hereinafter allowed it will not adversely affect the public interest;
6. That the hereinafter described conditional use is deemed to be reasonable and is not in degradation of the intent of the ordinance.
7. That upon the evidence received, the testimony presented, and the submitted written record, there are sufficient facts to support the issuance of this Conditional Use Permit according to the terms and conditions below:

NOW, THEREFORE, under the provisions of the Code, the following conditional use is granted to Outer Banks Dare Challenge for a residential recovery and treatment center group development subject to such conditions as are hereinafter set out:

CONDITIONAL USE: a residential recovery and treatment center group development consisting of five structures as depicted on Appendix B, which is included as part of this conditional use permit. One of the structures is an existing structure that will be incorporated into the group development and the remaining four structures shall be constructed.

CONDITIONS:

1. The four new structures shall be constructed as depicted on Appendix B. The structures will include a multipurpose facility consisting of 9,920 square feet, two dormitory structures featuring 1,768 square feet in each structure with an occupancy of sixteen people in each structure, and one residential staff house consisting of 1,768 square feet with an occupancy of sixteen people. A total of twenty-seven parking spaces shall be provided and improved with gravel. Two driveway entrances from Highway 345 shall be provided, one of which currently serves as access to the site.
2. The existing structure, consisting of 3,604 square feet, will be incorporated into the group development as depicted on Appendix B. There will be no structural improvements to this structure as part of this group development approval.
3. A fire hydrant shall be installed as noted on Appendix B.
4. The structures shall be separated by a minimum of twenty feet as established in Section 22-31 of the Dare County Zoning Ordinance and elevated for compliance with the Dare County Flood Damage Prevention Ordinance.
5. Building permits for the structures shall be secured within 60 months from date of Board of Commissioners approval. The site improvements shall be constructed according to the North Carolina fire codes. An as-built survey for the property shall be submitted to the Planning Department upon the completion of all of the structures to confirm compliance with the terms of the Dare County Zoning Ordinance. Individual certificate of occupancy for each structure may be issued as appropriate if the structures are constructed as varying times.
9. Any substantial changes to the site plan shall be reviewed by the Dare County Planning Board and approved by the Dare County Board of Commissioners. Modifications that are minor in nature and do not increase the number of structures or square footage of the structures may be authorized administratively by the Planning Director.

- 10. Light fixtures shall be mounted on the buildings for safety purposes for pedestrians. If it is determined light fixtures are needed in the parking lot, then light fixtures may be installed and such work may be administratively approved by the Dare County Planning Director.
- 11. A violation of this Permit shall be a violation of the Code punishable as therein provided, and shall automatically void this Permit. Should a violation occur, the Petitioner shall be notified in writing by the Dare County Planning Department and corrective actions to remedy the violation undertaken as instructed.
- 12. All other terms and provisions of the Dare County Zoning Ordinance shall remain in full force and effect except as herein specifically permitted otherwise;

This Jan. 4th day of 2021

SEAL:



COUNTY OF DARE

By:

Robert L Woodard
Robert L Woodard
Dare County Board of Commissioners

ATTEST:

By:

Cheryl Anby
Cheryl Anby
Clerk to the Board

THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED

By:

Doug Henriott
Doug Henriott
Outer Banks Dare Challenge

APPROVED AS TO LEGAL FORM

By:

Robert L. Outten
Robert L. Outten
County Attorney

AMENDMENT TO SUP 6-2020 for
Outer Banks Dare Challenge
March 04, 2024

SPECIAL USE: a residential recovery and treatment center group development consisting of five structures as depicted on the site plan which is included as part of this special use permit amendment. One of the structures is an existing structure that will be incorporated into the group development and the remaining four structures shall be constructed.

Conditions:

1. The four new structures and site improvements shall be constructed as depicted on the site plan. The structures will include a multipurpose facility consisting of 8,400 square feet, two 2-story dormitory structures featuring 3,536 square feet of conditioned space in each structure with an occupancy of sixteen people in each structure, and one residential staff house consisting of 1,904 square feet with an occupancy of sixteen people. A total of twenty-seven parking spaces shall be provided and improved with gravel. Two driveway entrances from Highway 345 shall be provided, one of which currently serves as access to the site.
2. Building permits for the structures shall be secured within 60 months from date of Board of Commissioners approval. The site improvements shall be constructed according to the North Carolina fire codes. An as-built survey for the property shall be submitted to the Planning Department upon completion of all of the structures to confirm compliance with the terms of the Dare County Zoning Ordinance. Individual certificate of occupancy for each structure may be issued as appropriate if the structures are constructed at varying times.
3. All other conditions of Special Use Permit 6-2020 issued on January 4, 2021 shall remain in effect.
4. A violation of this Permit Shall be a violation of the Code and the special use may be revoked by the Board of Commissioners. Special use approval shall be revoked for any substantial departure from the approved application, plans, or specification; for refusal or failure to comply with the requirements of any development regulation or any State law delegated to Dare County for enforcement purposes; or for false statements of misrepresentations made in securing special use approval. The same process for approval of a special use permit, including notice and hearing, shall be followed in the revocation of a special use permit.
5. All other terms and provisions of the Dare County Zoning Ordinance shall remain in full force and effect except as herein specifically permitted otherwise

This 04th day of March 2024

SEAL:

COUNTY OF DARE

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

ATTEST:

By: _____
Skyler Foley
Clerk to the Board

THIS PERMIT AND THE CONDITIONS HERE IN ARE ACCEPTED

By: _____
Doug Henriott
Outer Banks Dare Challenge

APPROVED AS TO LEGAL FORM

By: _____
Robert L. Outten
County Attorney



Edgecamp Estates Subdivision--Preliminary Plat Review

Description

Preliminary plat review of Edgecamp Estates Subdivision. The divisions proposes the use of three common drives to access lots in the subdivision. The use of common drives triggers review by the Board of Commissioners according to the terms of the Subdivision Ordinance. Staff report, plat, and associated documents are attached.

Board Action Requested

Motion to recommend preliminary plat approval and concurrence of use of common drives as recommended by the Planning Board

Item Presenter

Noah H Gillam, Planning Director

SUBDIVISION FACTSHEET
Preliminary Plat Review – March 4, 2024

NAME: Edgecamp Estates Subdivision

LOCATION: Waves, NC

SITE SPECIFICS: Total site area: 15 acres

Number of proposed lots: 9 lots

Smallest lot area: 22,782 square feet

Site Zoning: S-1 zoning

STREETS:

New road improvements will be constructed. Eight of the proposed lots have frontage on NC 12. Some of the lots (1-3, 4-5, & 6-7) will share common drives. Lot 9 is accessed from the existing roads of Wind Over Waves Subdivision, the adjacent subdivision recorded several years ago. The 3 common drives will be constructed as part of the preliminary plat improvements, and all will be 45 feet or less in length, and paved to a minimum width of 20' feet. The Subdivision Ordinance allows the use of common drive if the Planning Board determines, and the Board of Commissioners concurs, that the common drive will not endanger or diminish public safety and welfare. The Planning Board reviewed this proposed division and voted at the February 6, 2024 meeting to recommend approval of the preliminary plat with a determination that the common drive would not diminish or endanger public safety and welfare. Any motion by the Board to approve the preliminary plat should include similar language. No Parking signs will be installed along the common drive area as requested by the Planning staff and Fire Marshal.

UTILITIES:

1. Water: Central water from Dare County
2. Sewer: Individual on-site septic tank/drainfield systems.
3. Stormwater: No state permit required, amount of land disturbance does not exceed state threshold.

STAFF COMMENTS

This subdivision was previously reviewed by the Planning Board in fall of 2018 and granted preliminary plat approval but the 12 month time frame expired prior to any improvements being installed and a final plat submitted.

Some of the lots will share common drives as noted on the plat. The use of common drives triggers the need for the plat to be reviewed by the Dare County Board of Commissioners for approval of the use of common drives. The use of common drives is proposed to decrease the number of curb cuts on NC 12. The common drives shall be installed to NCDOT

standards and capable of supporting 75,000 pounds. The maintenance of the common drives shall be addressed in the homeowner's documents and noted on the final plat.

Lot 9 will be accessed from the existing roads of phase 3 of Wind Over Waves Subdivision. The developers of Edge Camp Estates are involved with Wind Over Waves Phase 3. It should be noted on the final plat that lot 9 will be connected to the central wastewater system of phase 3 of the Wind Over Waves subdivision.

Lots 1-8 will need to have the observed water level verification updated at the time of final plat submittal. The observed water level will not have an effect on the buildable upland section of the parcels, but could affect the overall total parcel size for these lots if the shoreline has changed. These parcels are large parcels and the upland portion of the parcels far exceeds the 15,000 square foot minimum.

All lots have been delineated by the Army Corps of Engineers, and documentation provided to the Planning Department.

All conditions of the Dare County Fire Marshal memo dated January 24, 2024 and attached to this memo shall be complied with and approved by the fire marshal prior to submitting the final plat.

One condition of approval should be that no equipment or material is staged on the NC 12 pathway and if the pathway is damaged during construction of the common drives, then repairs to the pathway shall be made by the developer.

BOARD ACTION:

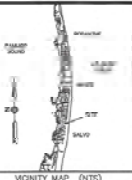
The specific action needed is a motion to grant preliminary plat approval and a concurrence that the common drives, as proposed, does not endanger or diminish public safety and welfare.

Draft Motion: "I move that the preliminary plat for the proposed Edgecamp Estates Subdivision be granted based upon a concurrence with the Planning Board recommendation that the 3 common drives accessing lots 1-3, 4-5, & 6-7 does not endanger or diminish public safety and welfare.

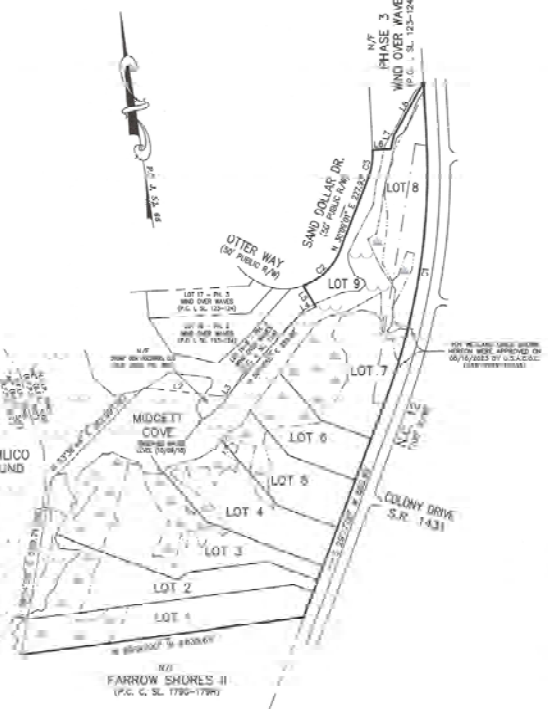

Noah H Gillam

2/26/2024
Date

SUBDIVISION PLAT OF
EDGE CAMP ESTATES
 LOTS 1 THROUGH 9 - SALVO
 KINNAKEET TOWNSHIP - DARE COUNTY - NORTH CAROLINA



- GENERAL NOTES:**
- CURRENT OWNER: SP VENTURES, LLC
P.O. BOX 1796
JACKSON, WY 83002
 - RECORDED REFERENCE: D.A. 2006 PG. 288; D.A. 130; PG. 495; D.A. 1937; PG. 175; P.C. A, B, 231; P.C. 4, B, 43
 - EXISTING PLOT NUMBER: 18244-00-100
 - OFF PLAT DATE: 03/20/06 PER D.A. 130 AND ATTORNEY'S & SURVEYOR'S CERTIFICATE IS 03/01/06
 - SITE ZONE: "S"
 - ALL LOTS BY SURVEYOR'S CONSTRUCTION.
 - BUILDING SETBACKS SHALL COMPLY WITH THE COUNTY OF DARE ZONING ORDINANCE "S" UNLESS OTHERWISE NOTED THEREIN.
 - ONE DEVELOPMENT DATA:
 LISTING TOTAL AREA: 880,078 S.F. (20.024 AC)
 PROPOSED TOTAL NUMBER OF LOTS: 9
 PROPOSED VARIOUS LOT AREA: 97,680 S.F.
 - THE SURVEY IS CORRELATED WITH MONUMENTS OF THE NORTH CAROLINA SURVEYING SYSTEM (N.C.S.S.) THE DISTANCES ON THIS PLAT ARE UNADJUSTED HORIZONTAL GROUND DISTANCES.
 - THE BOUNDARIES OF THE LOTS IN THIS SURVEY ARE LOCATED IN AREAS OF UNDEVELOPED LAND. THEREFORE, THERE MAY BE OBSTACLES TO ACQUISITION THAT HAVE PLACE IN THESE AREAS.
 - PROPERTY NUMBER 18244-00-100 IS LOCATED WITHIN THE DARE COUNTY SURVEY DISTRICT 18244-00-100-100.
 - PROPOSED ROAD RIGHTS OF WAY: 100 FT.
 - UTILITY & DRAINAGE EASEMENTS:
 ROAD: 10' (50' CENTERED ALONG PROPERTY LINE)
 ROAD: 10' (50' CENTERED ALONG PROPERTY LINE)
 - THE PROPOSED IMPROVEMENTS WITHIN THE JOINT DRIVEWAY EASEMENTS SHALL BE CONSTRUCTED TO ALL GOVT. STANDARDS AND SHALL CONSIST OF A MINIMUM OF ONE CONCRETE DRIVE EXTENDING TO MEASUREMENT OF 10' TO DRIVE-WAY AND ASSOCIATED DRAINAGE DETAILS. THE MAINTENANCE OF COMMON DRIVE & DRIVEWAYS SHALL BE THE RESPONSIBILITY OF PROPERTY OWNERS.
 - ANY FUTURE IMPROVEMENTS OF THESE LOTS MAY REQUIRE ADDITIONAL DRIVEWAY IMPROVEMENTS OR ROAD IMPROVEMENTS TO BE AS DETERMINED BY DARE COUNTY.
 - THESE LOTS ARE SUBJECT TO ANY CLAIM BY THE STATE OF NORTH CAROLINA OF THE PUBLIC TRUST RIGHTS SHOWN HEREON.



SITE OVERVIEW
 1" = 200'

LOT	AREA (SQ. FT.)	AREA (AC)
1	10,719	0.245
2	10,719	0.245
3	10,719	0.245
4	10,719	0.245
5	10,719	0.245
6	10,719	0.245
7	10,719	0.245
8	10,719	0.245
9	10,719	0.245

TESTIMONY OF APPROVAL FOR RECORDATION

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION LAWS OF DARE COUNTY AND THAT I HAVE BEEN OFFICER BY THE DARE COUNTY PLANNING BOARD FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF DARE COUNTY.

DARE COUNTY SURVEYOR ADMINISTRATOR _____ DATE _____

TESTIMONY FOR ACCEPTANCE OF DEDICATION

I HEREBY CERTIFY THAT THE ACCEPTANCE OF THE DEDICATION OF ROAD, UTILITY, AND DRAINAGE RIGHTS IS IN THE PUBLIC INTEREST AND THAT THE DARE COUNTY PLANNING BOARD HAS BEEN ADVISED OF THIS DEDICATION AND HAS APPROVED TO OPEN OR REOPEN THE ROAD TO THE PUBLIC INTEREST TO DO SO.

DARE COUNTY MANAGER _____ DATE _____

STATE OF NORTH CAROLINA

COUNTY OF DARE, NORTH CAROLINA
 COUNTY CLERK OF DARE COUNTY
 I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION LAWS OF DARE COUNTY AND THAT I HAVE BEEN OFFICER BY THE DARE COUNTY PLANNING BOARD FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF DARE COUNTY.

TESTIMONY OF SURVEYOR AND PROFESSIONAL

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SURVEY DISTRICT 18244-00-100-100, AND THAT I HAVE BEEN FOUND TO COMPLY WITH THE SUBDIVISION LAWS OF DARE COUNTY AND THAT I HAVE BEEN OFFICER BY THE DARE COUNTY PLANNING BOARD FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF DARE COUNTY.

DARE COUNTY SURVEYOR ADMINISTRATOR _____ DATE _____

OWNER (NAME) _____ DATE _____

WITNESS MY HAND AND OFFICIAL SEAL THIS 1st DAY OF _____ 2006.

BY COMMISSION EXPIRES _____

GRAPHIC SCALE



PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

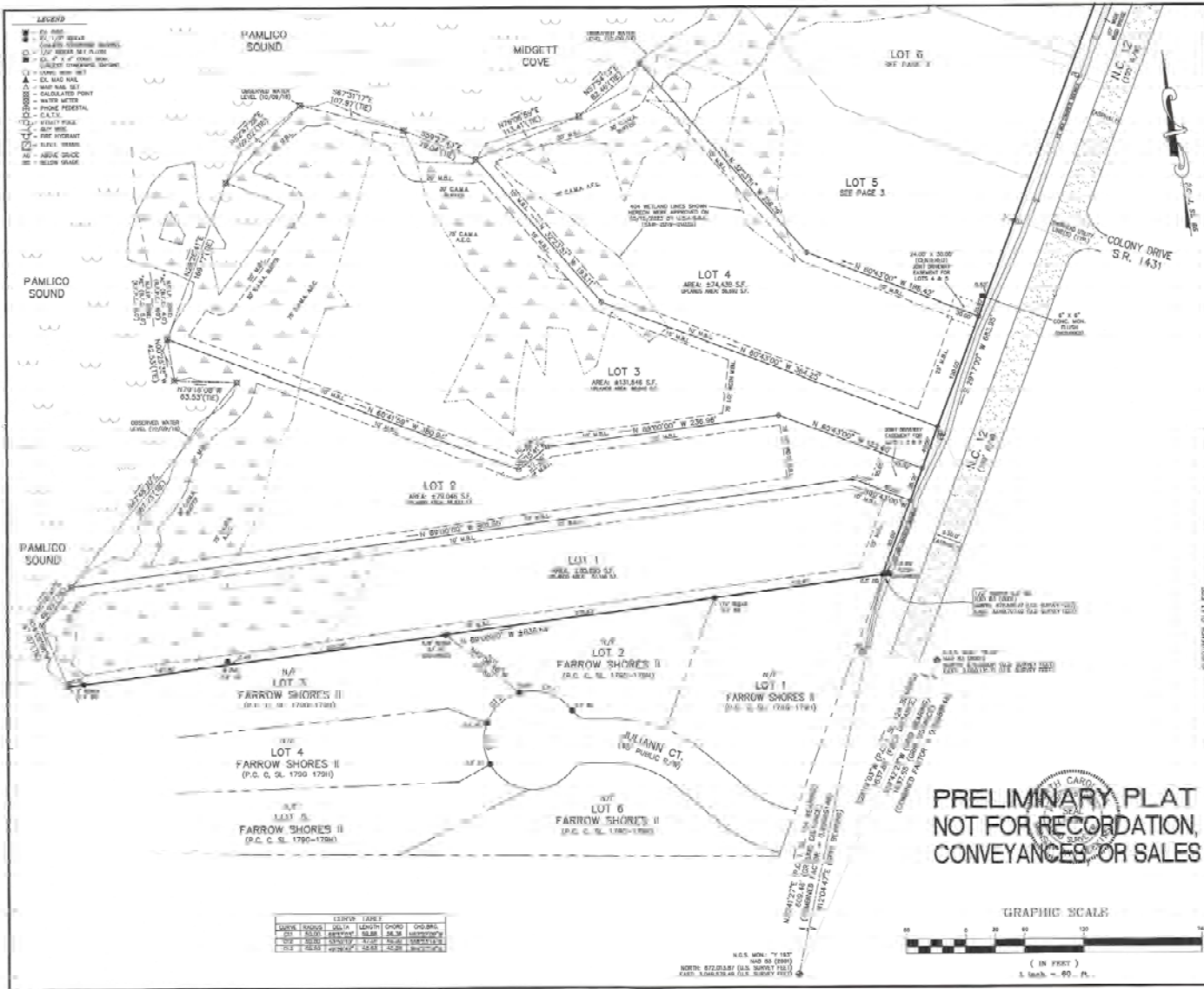
SP

SECTION 17.01
 PLANNING & SURVEYING, INC.
 18244-00-100-100-100
 KINNAKEET TOWNSHIP - DARE COUNTY - NORTH CAROLINA
 SUBDIVISION PLAT DATE: 03/01/06

NO.	DATE	REVISIONS
1	03/01/06	ISSUED

EDGE CAMP ESTATES
 SUBDIVISION PLAT OF
 LOTS 1 THROUGH 9 - SALVO
 KINNAKEET TOWNSHIP - DARE COUNTY - NORTH CAROLINA
 Seacoast Surveying & Planning, Inc. C-1538
 100 N. ROCK HILL ROAD, SUITE 100, ROCK HILL, SC 29730

FILE NO.: 18244-00-100-100-100
 DATE: 03/01/06
 SHEET NO.: 1
 OF 4 SHEETS



SEABOARD SURVEYING & PLANNING, INC.
 100 S. 1000th St., Suite 100, Raleigh, NC 27605
 TEL: 919.876.1234 FAX: 919.876.1235
 WWW: WWW.SEABOARD-SURVEYING.COM

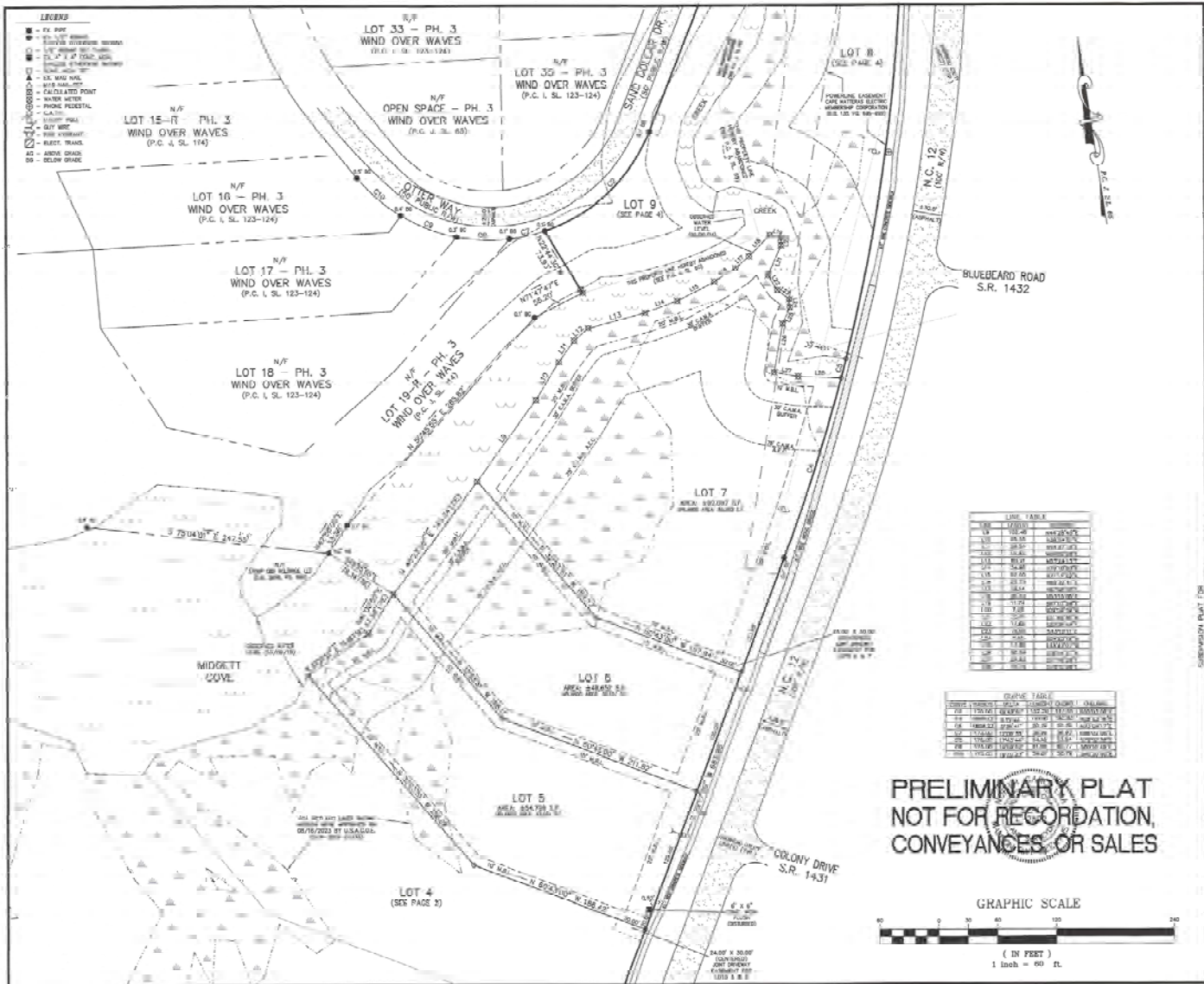
EDGECAMP ESTATES
 LOT 1 & PART OF LOT 2 - "MIDGITT CREEK AND MIDDLE CREEK"
 LOT 3 - "MIDGITT CREEK AND MIDDLE CREEK"
 LOT 4 - "MIDGITT CREEK AND MIDDLE CREEK"
 LOT 5 - "MIDGITT CREEK AND MIDDLE CREEK"
 LOT 6 - "MIDGITT CREEK AND MIDDLE CREEK"

Seaboard Surveying & Planning, Inc. C-1536

REVISIONS

NO.	DATE	DESCRIPTION
1	07/09/18	INITIAL
2	07/09/18	INITIAL
3	07/09/18	INITIAL
4	07/09/18	INITIAL
5	07/09/18	INITIAL
6	07/09/18	INITIAL
7	07/09/18	INITIAL
8	07/09/18	INITIAL
9	07/09/18	INITIAL
10	07/09/18	INITIAL

SHEET NO.
2
OF 4 SHEETS



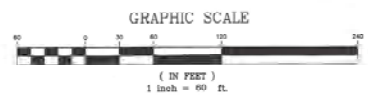
LINE TABLE

LINE NO.	DESCRIPTION	LENGTH	AREA
1
2
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GRAPHIC TABLE

LINE NO.	DESCRIPTION	LENGTH	AREA
1
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**PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES, OR SALES**





SEABOARD SURVEYING & PLANNING, INC.
1601 W. 10TH ST., SUITE 200, WILMINGTON, DE 19806
TEL: 302-441-1111 FAX: 302-441-1112
WWW.SPSURVEYING.COM

EDGECAMP ESTATES
SUBDIVISION PLAN FOR
RESIDUAL AND A PORTION OF NEW WINE - SUBDIVISION PLAN FOR NEW WINE AND NEW WINE LOT
SALE TO - ANCHORAGE TOWNSHIP - DARE COUNTY - NORTH CAROLINA

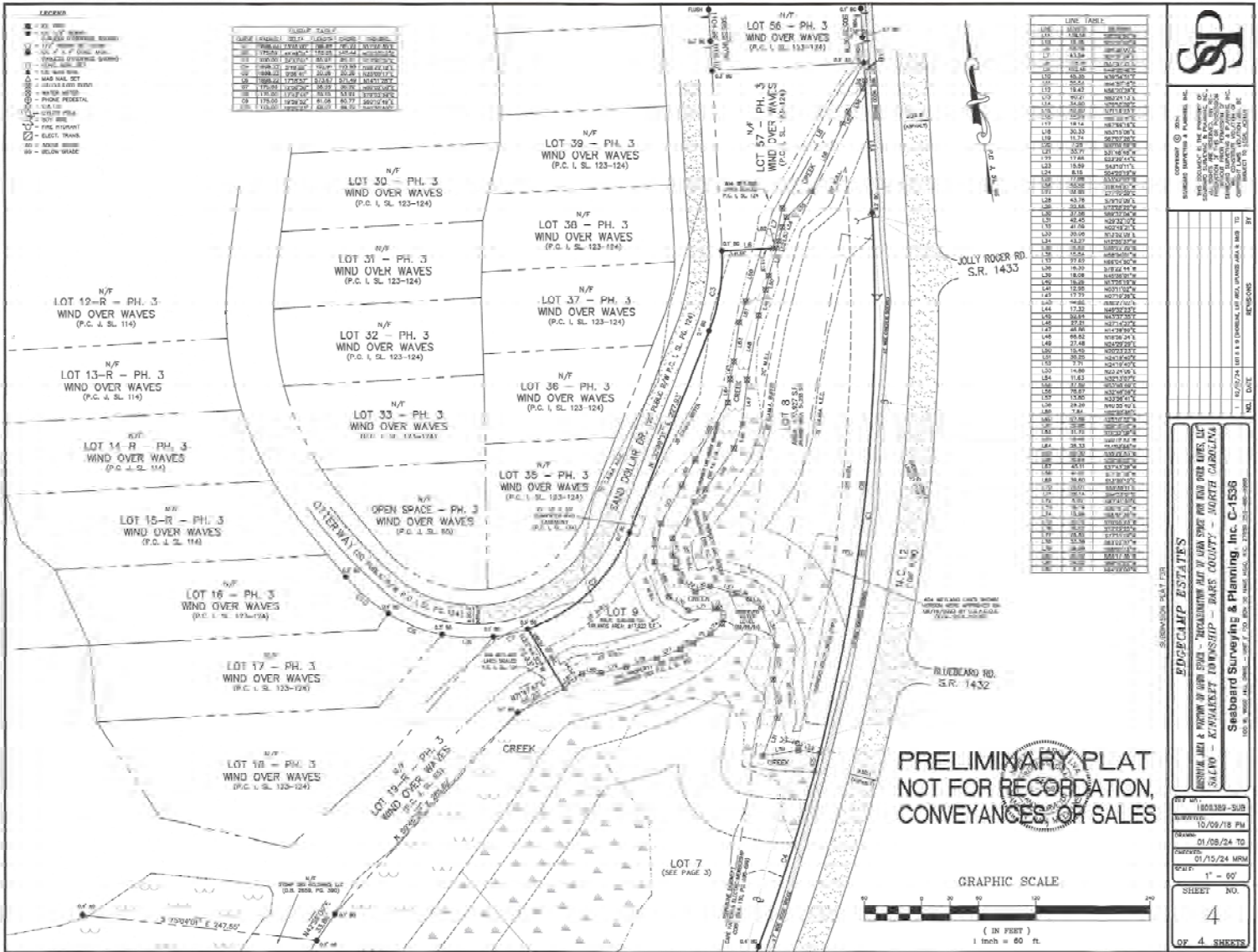
Seaboard Surveying & Planning, Inc. C-1536
C-1536 - 1000' x 1000' - 1/4" = 1' - 1" = 60' - 1" = 60' - 1" = 60'

REVISIONS

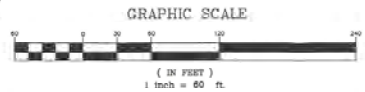
NO.	DATE	BY
1	10/27/18	LET (DRAWING OF AREA, LOTS, R.O.S. & S.D.)

DATE: 10/27/18
BY: [Signature]

SHEET NO.
3
OF 4 SHEETS



**PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES OF SALES**



SUBDIVISION: SEAT 123
 EDGECAMP ESTATES
 REGULAR AND PROPOSED PHASE 3 - DEVELOPMENT OF 19 LOTS AND ONE OPEN SPACE, LOT 19, SALADO - ANCHORAGE TOWNSHIP - HARRIS COUNTY - NORTH CAROLINA
 Seaboard Surveying & Planning, Inc. C-1558
 100 S. WOOD HALL DRIVE - SUITE 7, DALLAS, TEXAS 75219-2502-0000

SHEET NO. 4
 OF 4 SHEETS

1808389-SUB

1" = 30'

N/F

LOT 35 - PH. 3

WIND OVER WAVES

(P.C. I, SL. 123-124)

**PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES, OR SALES**



SAND DOLLAR DR. (50'

N 30°09'01" E 2'

75' C.A.M.A.
A.E.C.

LOT 9

CREEK

404 WETLAND
LINES SCALED
P.C. I, SL. 124

N 22°44'30" W
±69.59'
73.93'
N 71°47'47" E
55.20'

10' M.B.L.

25.1'

25' M.B.L.

39.0'

30.1'

10' M.B.L.

30' C.A.M.A. BUFFER

20' M.B.L.

C7

C2

L68

L67

L66

L65

L64

L63

L62

L61

L60

L59

L70

L71

L72

L39

L38

L40

L41

L42

L43

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L50

L51

L52

L53

L54

L55

L56

L57

L58

L59

L60

L61

57

§ 153.40 STREETS.

(A) *Public streets.* All subdivision lots shall abut a public street. All public streets shall be built to the standards of this chapter and all other applicable standards of the county and the State of North Carolina. Public streets which are eligible for acceptance into the state highway system shall be constructed to the standards necessary to be put on the state highway system and shall be put on such system. Streets which are not eligible to be put on the state highway system because there are too few lots or residences shall, nevertheless, be dedicated to the public and shall be built in accordance with the standards necessary to be put on the state highway system so as to be eligible to be put on the system at a later date. An executed maintenance agreement with provisions for maintenance of the street until it is put on the state highway system shall be included with the final plat.

(1) All street improvements shall consist of a minimum 45-foot-wide right-of-way, with 20-foot-wide paved improvements located internal to this 45-foot right-of-way. All pavement and sub-base materials used in the construction of the street improvements shall be consistent with applicable NCDOT standards for acceptance into the state highway maintenance system. All proposed street improvements shall be built to be consistent with all other applicable NCDOT standards, including but not limited to, roadway design, utility placement, drainage improvements.

(2) The subdivider shall submit, as a part of the preliminary plat, the signed statement of a North Carolina-licensed professional engineer, stating that the proposed streets as designed will meet all of the requirements of this section. The subdivider shall provide for inspections to ensure that the streets are being constructed in accordance with the approved preliminary plat, by an independent, licensed professional engineer during the construction process, whose reports are to be submitted to the Planning Board in accordance with a schedule submitted, and approved as part of the preliminary plat. As a part of the final plat, the subdivider shall submit a certificate of an independent, licensed professional engineer that the streets have been constructed in accordance with the approved preliminary plat.

(3) The ownership of the streets shall be conveyed to a home or lot owners' association or similar organization. The subdivider must submit evidence that the ultimate owner of the streets will be institutionally and fiscally capable of maintaining the streets and rights-of-way to the specified standards in perpetuity. The subdivider must agree to maintain the streets until the owners' organization is fully functional, and must agree to contribute to that organization its share of the maintenance for all lots retained by the subdivider or successor.

(4) The final plat, the uniform covenants and each deed conveying lots in the subdivision shall plainly indicate that the streets are dedicated to public use, and their maintenance is the responsibility of the owners' organization in perpetuity, or until the streets are accepted into the state highway system.

(B) *Private streets.* (Reserved)

(C) *Subdivision street disclosure statement.* All streets shown on the final plat shall be designated in accordance with North Carolina state law and designation as public shall be conclusively presumed an offer of dedication to the public. Where streets are dedicated to the public but not accepted into the state highway system, before lots are sold, a statement explaining the status of the street shall be included with the final plat.

(D) *Conformity of proposed streets to existing maps or plans.* The location and width of all proposed streets shall be in conformity with official plans or maps of the county and with existing or amended plans of the Planning Board.

(E) (1) *Continuation of existing streets.* The proposed street layout shall be coordinated with the existing road system of the surrounding area and where possible, existing principal streets shall be

extended. However, no new subdivision shall be approved if the primary means of ingress and egress to the subdivision connects to a road that is not eligible for, and cannot be upgraded to meet the standards for, acceptance into the NCDOT's secondary road system. When a new subdivision is proposed to interconnect to a non-eligible road, that road must be upgraded to meet eligibility standards. Such upgrades may be established as a condition of approval of the preliminary plat of the new subdivision, and must be completed prior to the approval of the final plat of the new subdivision.

(2) *Exemption of land otherwise inaccessible.* If a tract or parcel is proposed to be subdivided and the only means of ingress and egress is by way of an existing interconnecting road ineligible for inclusion on the NCDOT secondary road system, the proposed subdivision may be approved once the Board of Commissioners has concluded that the existing interconnecting road to the proposed new subdivision does not pose unacceptable risks to public health and safety.

(F) *Access to adjacent properties.* Where in the opinion of the Planning Board, it is desirable to provide access to an adjoining property, proposed streets shall be extended by dedication to the boundary of such property, and a temporary turnaround shall be provided.

(G) *Large tracts or parcels.* Where land is subdivided into larger parcels than ordinary building lots, the parcels shall be arranged so as to allow for the opening of future roads and logical further subdivision.

(H) *Common driveways.* Common driveways may be permitted from public or private streets, upon a determination by the Planning Board in which the Board of Commissioners concurs that such driveways will not endanger or diminish the public health, safety and welfare. The following standards shall apply to common driveways:

(1) A common driveway is constructed to serve as supplemental access along elongated portions of flag lots or irregular-shaped lots. **FLAG LOTS** shall be defined as a lot design that features an elongated portion or "pole", the length of which extends to the remaining portion of the lot area. Common driveways shall be a minimum of 12 feet in width, and shall be paved consistent with the standards of § 153.40(A)(1). Additional width may be required by Dare County, depending on the design and location of the proposed common drive. An individual common driveway shall not be used to provide access to more than 4 lots.

(2) Common driveways shall not exceed 200 feet in length, and a turnaround area for maneuvering of public service vehicles shall be required at the terminus of the common driveway. For common driveways that are 100 feet or less in length, a turnaround area shall not be required. The design of common driveways and turnaround areas shall be reviewed and approved by the Dare County Fire Marshal, Dare County Public Works, Dare County Emergency Services Director and the Dare County Engineer before any preliminary plat featuring common driveways is reviewed by the Dare County Planning Board.

(3) All common driveway improvements shall be constructed following preliminary plat approval by the Dare County Board of Commissioners. As part of the final plat review, a certificate from a North Carolina-licensed professional engineer shall be submitted, stating that all common driveways have been constructed as depicted on the preliminary plat.

(4) Maintenance of the common driveways shall be the responsibility of the subdivision homeowners' association and/or the individual lot owners using the common driveway. The final plat shall include language to this effect and such information shall also be noted in homeowners' documents created for the subdivision.

(5) Common driveways shall not be used to facilitate the platting of additional subdivision lots which would be better served by a street. Common driveways may be used in lieu of a frontage road for lots fronting on a highway as detailed in § 153.32(E)(3) of this chapter, upon a determination by the Planning Board in which the Board of Commissioners concurs that the use of common driveways better serves the public health, safety and welfare.

(6) Individual flag lots shall provide access along the elongated or pole portion of the lot with a minimum width of 12 feet. This access area shall be improved with gravel, stone, rock, marl, clay, turf-stone, or other surface that will accommodate access by emergency service vehicles.

(Prior Code, § 153.40) (Ord. passed 11-29-1982; Am. Ord. passed 1-7-2008; Am. Ord. passed 6-2-2008; Am. Ord. passed 6-1-2021)



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

Steven R. Kovacs, NC-CFI
Deputy Emergency Manager/Fire Marshal

(252) 475-5750

To: Noah Gillam, Planning Director
From: Steven R. Kovacs, Fire Marshal
Date: January 24, 2024
Re: Edgencamp Estates

I have reviewed the submitted site plan and have the following comments:

- Page 2 notes that they will be a common access for lots 1, 2, & 3. This access shall meet the road requirements below.
- All roads shall be constructed of a material so to have an all-weather surface capable of carrying the imposed weight of fire apparatus of at least 75,000 pounds.
- All roads shall be maintained with the noted width of at least 20 feet and the clear height of 13-feet 6-inches, and an all-weather surface. This shall be noted on the final recorded plat.
- There shall be no parking allowed on the roads within the subdivision. Signs and surfacing markings shall be as specified by the Dare County Fire Marshal’s Office.
- If the road length exceeds 150-feet and a turn around area for fire apparatus could be required.
- There needs to be a fire hydrant within 400-feet of each structure along the travel path of the fire apparatus. Currently the plan does not show the location of the closest fire hydrant. Based on GIS review the distance to the closest fire hydrants exceeds the 400-foot requirement. Specifically, to lots 1, 2, 3, and potentially lot 7 depending on the placement of the driveway access. An additional fire hydrant(s) will be needed to satisfy this requirement. The fire hydrant installation must meet the design requirements of Dare County Water Department and approved prior to installation.
- The needed water fire flow for the proposed subdivision at this time cannot be determined with the information provided. Needed fire flow shall be based on ISO requirements noted below; parking under the house is considered a story.

For 1- and 2-family dwellings not exceeding 2 stories in height, the following needed fire flows shall be used shall be based on distance between the two homes:

<i>DISTANCE BETWEEN BUILDINGS NEEDED FIRE FLOW</i>	
<i>More than 30 feet</i>	<i>500 gpm</i>
<i>21 – 30 feet</i>	<i>750 gpm</i>
<i>11 – 20 feet</i>	<i>1,000 gpm</i>
<i>0 – 10 feet</i>	<i>1,500 gpm</i>

For 1- and 2-family dwellings, exceeding the two-story height or with an effective area greater than 4,800 square feet the needed fire flow will be calculated the same as commercial projects.

- Need to obtain an updated flow test to determine the water flow present so it can be applied to this project which will determine the allowable construction within the subdivision.
- Need to note street names and addressing which must be approved by this office and coordinated with Dare County 911. Street address numbers shall be located on a post at the entrance of the driveways.
- All water lines for the fire hydrants and basic road improvements must be installed and approved prior to the commencement of any home construction. Roads must remain clear during construction for emergency vehicle access.

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



Dare County 4-Towns Beach Nourishment Project Grant Resolution

Description

The North Carolina Department of Environmental Quality Division of Water Resources is now accepting applications for the Coastal Storm Damage Mitigation Fund. This fund can only be used for costs associated with beach nourishment or other projects designed to mitigate or remediate coastal storm damage to ocean beaches and dune systems of the state. This fund provides a 50% match and \$10 million was allocated for this fiscal year and another \$10 million will be available in FY25.

The proposed grant application would request funding for the planned 2027 beach nourishment project in the Towns of Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills. Total requested amount: \$2.5 million.

Board Action Requested

Adopt Resolution

Item Presenter

Barton Grover, Grants & Waterways Administrator



Resolution to Sponsor the Dare County 4-Towns Beach Nourishment Project

WHEREAS, Dare County desires to sponsor the Dare County 4-Towns Beach Nourishment Project, to mitigate coastal storm damage to ocean beaches and dune systems.

THEREFORE, BE IT RESOLVED THAT:

- 1) Dare County requests the State of North Carolina provide financial assistance to Dare County for the 4-Towns Beach Nourishment Project in the amount of \$2,500,000;
- 2) Dare County assumes full obligation for payment of the balance of project costs;
- 3) Dare County will obtain all necessary State and Federal permits;
- 4) Dare County will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) Dare County will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) Dare County will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
- 7) Dare County will ensure that the project is open for use by the public on an equal basis with limited restrictions, if on public property;
- 8) Dare County will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) Dare County accepts responsibility for the operation and maintenance of the completed project.

This the 4th day of March, 2024.

Robert Woodard, Sr., Chairman

Attest:

Skyler Foley, Clerk to the Board



LIBRARY DISCUSSION – CONTINUE EARL OR STANDALONE

Description

The East Albemarle Regional Library (EARL) is seeking guidance from the Boards of Commissioners of its member counties regarding the future continuance or dissolution of the EARL system.

Board Action Requested

Vote if Dare County wishes to withdraw from the East Albemarle Regional Library (EARL) System.

Item Presenter

Kim Perry, East Albemarle Regional Library Director & Pasquotank County Librarian
Meaghan Leenaarts Beasley, Dare County Librarian

LIBRARY DISCUSSION – CONTINUE EARL OR STANDALONE

Current EARL Agreement

- Traditionally, the member counties have maintained the regional agreement on a 10-year-cycle. As a departure, in June 2023 the EARL counties chose to enter into a 3-year agreement while evaluating options to either continue as a region or to move to the independent county library model.
- The 3-year agreement allowed time to expend the \$230,016 in State Fiscal Recovery Funds/American Rescue Plan Act (SFRF/ARPA) funds received on September 30, 2022. All SFRF/ARPA eligible expenses must be incurred or obligated by December 31, 2024, and expended by December 31, 2026.
- Our current EARL contract runs from July 1, 2023 to June 30, 2026.

State Aid for Public Libraries Eligibility

- The State Library of North Carolina (SLNC) provides for NC public libraries to receive grant funds appropriated annually by the North Carolina General Assembly in the form of Aid to Public Libraries (State Aid).
- Pursuant to 07 NCAC 02I.201: libraries requesting grants should submit annually to the SLNC an application for State Aid and supporting documentation including financial and statistical reports and shall meet 12 eligibility requirements. The most important eligibility requirements related to the decision of whether or not to continue EARL include the following:
 - Employ a full-time library director having or eligible for North Carolina public librarian certification. Full-time means working a minimum of 35 hours per week.
 - Secure operational funds from local government sources at least equal to the average amount budgeted and available for expenditure for the previous three years.
 - Meet the following stipulations when establishing a new library or re-establishing eligibility (demonstration year) for the Aid to Public Libraries Fund:
 - meet all requirements of this Section on July 1 of the year prior to the fiscal year that the library plans to receive state aid;
 - continue to meet all requirements of this Section from July 1 to June 30 of that year, which shall be known as the demonstration year; and
 - file a full application for state aid by the June 30 deadline at the close of the demonstration year in order to receive state aid in the next fiscal year.

Maintenance of Effort

- Maintenance of Effort (MOE) is the requirement that public libraries secure operational funds from the local government sources at least equal to the average amount budgeted and available for expenditure for the previous three years.
- If the amount budgeted and available for expenditure by local government is below the average of the previous three fiscal years, a grant to a local library system from the Aid to Public Libraries Fund shall not be terminated, but shall be reduced proportionately by the Department of Natural and Cultural Resources.
- Each county's Maintenance of Effort for FY 2023-24 is Camden \$235,327, Currituck \$783,703, Dare \$1,265,755, and Pasquotank \$845,376. The SLNC expects that each independent county library should be funded at or above these levels following a regional dissolution.

State Aid for Public Libraries – Calculations

- The factors determining state aid amounts include population, PCI (local and state per capita income), state aid allocation, and whether your county, city, or region met its average MOE level (3-year moving average).
- **Formula**
 - Annual state aid funding is divided into two equal parts:
 - Fifty percent (50%) is allocated for “block” grants.
 - Fifty percent (50%) is allocated for “equalization” grants.
 - **Block Allocation Calculation** - The allocation for block grants is equally divided between all North Carolina counties with special consideration for regional library systems. Regional libraries receive an additional share of the block allocation.
 - **Equalization Allocation Calculation** – The other 50% of state aid funds is distributed to each eligible library system based upon three (3) primary factors:
 - **Local community support** - represents both monetary and in-kind contributions. The goal of monitoring local community support is to ensure that the level of local funding of a library system remains constant from year to year, ensuring long-term sustainability. The State Library uses a 3-year rolling average to accommodate spikes in local funding.
 - **Library's service area population** (obtained from the NC Office of State Budget and Management Office).
 - **Library's service area per capita income** (obtained from US Census Bureau).

Demonstration Year

- When a regional library system dissolves and/or a new county public library is created the State Library of North Carolina (SLNC) requires a demonstration year. During this

cycle, the library is not eligible for State Aid and must prove that they can successfully meet the requirements for State Aid for Public Libraries.

- The SLNC's legal counsel offered the option to overlay EARL's final year of service with the demonstration year for the county libraries. Assuming each county library successfully applies for State Aid during the 2025-26 cycle, State Aid should be awarded to the county libraries for the 2026-27 fiscal year.

EARL State Aid Award & Projected Aid to Counties

- FY 2023-24 State Aid Award to EARL was initially \$393,631 and increased to \$492,100 with the approval of the 2024 NC State Budget.
- The SLNC offered a State Aid award projection based on the updated FY 2023-24 aid amounts, applying the current State Aid formula and using current population, per capita income (PCI), and Per Capita Income Equalization (PCIE).
- The following is the projected State Aid to each County: Camden \$89,854; Currituck \$102,744; Dare \$105,526; and Pasquotank \$119,635.

Integrated Library System

- Libraries use integrated library systems (ILS) to manage work flows. The SLNC offers all public libraries the option to join NC Cardinal, a web-based, state-supported ILS, while EARL currently uses TLC as its ILS provider.
- TLC is a server-based ILS, with the server housed in the Pasquotank Library. Server maintenance requires local IT support, which is invoiced to EARL.
- If EARL is dissolved, staff recommends converting to NC Cardinal. NC Cardinal can share resources with all participating NC libraries, outsource IT support to the SLNC, and reduce annual costs.
- The NC Cardinal conversion year and the following fiscal year will be free to each county. Projected annual NC Cardinal cost for Dare is \$7,500.
- TLC expenses are currently split among the four EARL counties, with a small portion paid by EARL. For FY 2023-24, annual TLC cost for Dare will be \$9,511.
- EARL has a commitment from the SLNC and the NC Cardinal team to add EARL as a regional system during the final year of our Regional Agreement, FY 2025-26. Then, the team would separate the four county libraries to function independently on July 1, 2026.

Negatives of Current Structure

- Lack of state funds to support structure.
- Lack of adequate state funds for innovation.
- Cannot pay professional staff appropriately.
- Have had to put more costs onto member counties.

- Combined County Librarian/Regional Director position serves neither entity well.
- Counties have no direct authority over Librarians employed by EARL, while Library employees are County employees.
- Outlook for adequate state funding is bleak.

County Responsibilities for Independent Library

- **IT**
 - All responsibility for staff workstations and public computers moves to the county.
 - If we transitioned to NC Cardinal before a Regional split, county IT will not need to provide ILS support.
 - All email accounts for full-time employees will be moved over to Dare County email by the end of FY 2024-25.
- **Human Resources** – Librarian would become a County employee.

Options for Moving Forward

There are two potential options for moving forward:

1. Sign another 10-year contract to continue EARL operations.
2. Become county departments (four separate libraries).

2024 - EARL Recommendation

- End EARL and form an independent/standalone Library.
- Key Dates:
 - Current Regional Agreement: July 1, 2023-June 30, 2026
 - Prepare and submit the NC Cardinal application September 1 to November 1, 2024, for a live date of June 25, 2026
 - Withdrawal notice deadline: on or before July 1, 2025 for a withdrawal effective June 30, 2026
 - July 1, 2025 to June 30, 2026: Demonstration Year (concurrent with EARL's final year)
 - June 25, 2026: go live with NC Cardinal
 - June 30, 2026: last day of EARL
 - July 1, 2026: first day as independent county libraries



*Resolutions Approving Financing Terms:
\$2,737,200 for three years at 4.2638% for general equipment
\$2,014,911 for five years at 4.0396% for Public Works & Network equipment*

Description

On February 21, 2024, Finance received proposals for financing in the amount of \$2,737,200 for the acquisition of vehicles and equipment as approved in the fiscal year 2023-2024 capital investment fund budget and for financing in the amount of \$2,014,911 for the acquisition of Public Works & Network equipment as approved in the fiscal year 2023-2024 sanitation fund budget and capital improvements plan. Proposals were received from four financial institutions. The lowest total cost proposal was submitted by Banc of America Public Capital Corp (BAPCC). A proposal summary is attached.

Board Action Requested

Adopt the attached resolutions to award the financings to BAPCC and authorize the County Manager, Clerk to the Board, and Finance staff to execute all necessary financing documents.

Item Presenter

David Clawson

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT IN THE AMOUNT OF \$2,737,200 WITH BANC OF AMERICA PUBLIC CAPITAL CORP TO FINANCE THE ACQUISITION OF CERTAIN GENERAL EQUIPMENT FOR USE BY THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

BE IT RESOLVED by the governing body for the County of Dare, North Carolina (the “County”):

Section 1. The governing body of the County does hereby find and determine:

(a) The County proposes the acquisition of certain general equipment, which may include fixtures as more fully described in the hereinafter mentioned Contract (collectively, the “Equipment”);

(b) After consideration, the governing body of the County has determined that the most advantageous manner of financing thereof is by an installment contract pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended;

(c) Pursuant to Section 160A-20, the County is authorized to finance the acquisition of personal property, including fixtures, by installment contracts that create a security interest in the property financed to secure repayment of the financing; and

(d) Banc of America Public Capital Corp (“BAPCC”) has proposed, per the proposal dated February 20, 2024, to enter into an Installment Financing Contract with the County to finance the Equipment pursuant to which BAPCC will lend the County the amount of \$2,737,200 at a rate of 4.2638% for a term of 36 months (the “Contract”).

Section 2. The governing body of the County hereby authorizes and directs the County Manager and Finance Director to execute, acknowledge and deliver the Contract on behalf of the County in such form and substance as the person executing and delivering such instruments on behalf of the County shall find acceptable. The Clerk is hereby authorized to affix the official seal of the County to the Contract and attest the same.

Section 3. The proper officers of the County are authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and the Contract.

Section 4. Notwithstanding any provision of the Contract, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under the Contract and the taxing power of the County is not and may not be pledged directly or indirectly to secure

any moneys due under the Contract, the security provided under the Contract being the sole security for BAPCC in such instance.

Section 5. The County covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended (the “Code”) as required so that interest on the County’s obligations under the Contract will not be included in the gross income of BAPCC.

Section 6. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 4th day of March, 2024.

Chairman, Board of County Commissioners

[SEAL]

COUNTY OF DARE, NORTH CAROLINA

Clerk to the Board

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT IN THE AMOUNT OF \$2,014,911 WITH BANC OF AMERICA PUBLIC CAPITAL CORP TO FINANCE THE ACQUISITION OF CERTAIN PUBLIC WORKS AND NETWORK EQUIPMENT FOR USE BY THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

BE IT RESOLVED by the governing body for the County of Dare, North Carolina (the “County”):

Section 1. The governing body of the County does hereby find and determine:

(a) The County proposes the acquisition of certain general equipment, which may include fixtures as more fully described in the hereinafter mentioned Contract (collectively, the “Equipment”);

(b) After consideration, the governing body of the County has determined that the most advantageous manner of financing thereof is by an installment contract pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended;

(c) Pursuant to Section 160A-20, the County is authorized to finance the acquisition of personal property, including fixtures, by installment contracts that create a security interest in the property financed to secure repayment of the financing; and

(d) Banc of America Public Capital Corp (“BAPCC”) has proposed, per the proposal dated February 20, 2024, to enter into an Installment Financing Contract with the County to finance the Equipment pursuant to which BAPCC will lend the County the amount of \$2,014,911 at a rate of 4.0396% for a term of 59 months (the “Contract”).

Section 2. The governing body of the County hereby authorizes and directs the County Manager and Finance Director to execute, acknowledge and deliver the Contract on behalf of the County in such form and substance as the person executing and delivering such instruments on behalf of the County shall find acceptable. The Clerk is hereby authorized to affix the official seal of the County to the Contract and attest the same.

Section 3. The proper officers of the County are authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and the Contract.

Section 4. Notwithstanding any provision of the Contract, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under the Contract and the taxing power of the County is not and may not be pledged directly or indirectly to secure

any moneys due under the Contract, the security provided under the Contract being the sole security for BAPCC in such instance.

Section 5. The County covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended (the “Code”) as required so that interest on the County’s obligations under the Contract will not be included in the gross income of BAPCC.

Section 6. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 4th day of March, 2024.

Chairman, Board of County Commissioners

[SEAL]

COUNTY OF DARE, NORTH CAROLINA

Clerk to the Board

SUMMARY OF TERMS AND CONDITIONS

Date: February 20, 2024

Borrower: Dare County, NC. ("Borrower")

Lender: Banc of America Public Capital Corp (BAPCC), or its designee ("Lender")

Project: Vehicles & Equipment defined under "2024 General Equipment" and "2024 Public Works & Network Equipment."

Loan Structure: Installment Financing Agreement (NC G.S. 160A-20) in an amount up to \$2,737,200 for "General Equipment" and \$2,014,911 "Public Works" This financing is intended as a **NON-BANK QUALIFIED** secured transaction; all tax benefits will remain with Borrower; the installment financing will be a net financial agreement, and all expenses, including (but not limited to) insurance, maintenance, and taxes, will be for the account of Borrower.

Security: BAPCC will have a security interest in the equipment financed.

Term: 36 and 59 months.

Maximum Funding: \$4,752,111

Rates: 36 months: 4.2638%
59 months: 4.0396%

The current rates are locked from the date of this Term Sheet until March 30, 2024, and will be honored so long as the transaction is funded before such date. March 30, 2024, Lender may adjust the rate upward depending on changes in interest rates between March 30, 2024, and the date the final pricing is determined.

In order to lock the rate, the County must notify (email is fine) BAPCC of acceptance of the rates by February 28, 2023.

Payments: See amortization schedule.

Insurance: Borrower may be required to provide, at its expense, casualty insurance (with such deductibles as Lender may approve) Lender has the ability, if necessary, to obtain and provide any insurance certificate required.

Prepayment: Borrower may prepay the Installment Agreement at 101.5% on any payment date (with 30 days' notice) after half the term has elapsed.

Governmental Entity Loan:

The Base Rent installments are calculated on the assumptions, and Borrower will represent, that Borrower is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), that this transaction will constitute an obligation of Borrower within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Borrower shall provide Lender with such evidence as Lender may request to substantiate and maintain such tax status.

Borrower will indemnify Lender only as to the actions or omissions of the Borrower, on an after-tax basis, against any loss of Federal income tax exemption of the interest portion of the rentals and against any penalties and interest imposed by the Internal Revenue Service on Lender in connection therewith on a lump-sum basis.

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp, or one of its affiliates, ("BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

Non-Appropriation

Termination: Borrower affirms that funds are available for the current fiscal year and reasonably believes that sufficient funds can be obtained to make all rental payments during each subsequent fiscal year. Borrower will regularly budget for and otherwise use its best efforts to obtain funds for the continuation of the rentals in this transaction.

Expenses: Borrower and Lender will each be responsible for its own expenses incurred in connection with the preparation, negotiation and closing of the Loan documentation. There are no other fees or costs associated with this transaction.

Escrow

Account: Lender will allow borrower to take control of funds and place them in an account with the NC Capital Management Trust (NCCMT). Lender will require its normal disbursement process as well as copies of monthly statements from the NCCMT.

Documents: Loan documents in form and substance satisfactory to Lender and its local counsel must be executed and delivered. If Lender requests, Borrower will also furnish duly executed landlord and mortgage waivers and supporting information. Borrower will also provide board resolutions, incumbency certificates and other documentation required by Lender.

Conditions

Precedent: If the vendor is receiving advance payments from the loan proceeds prior to delivery, then BAPCC will receive a payment and performance bond; also, BAPCC will take assignment of the vendor contract which is to be reviewed by our legal department.

Private

Placement: The proposed transaction is a private placement that will not require (i) any additional public ongoing disclosure requirements, (ii) any additional public offering document generation requirements, or (iii) any underwriting or related fees.

Market

Disruption: Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this Proposal Letter, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may modify the indicative pricing described above.

SEC Disclosure: Lessee acknowledges and agrees that, if, in connection with its efforts to comply with the requirements of SEC Rule 15c2-12(b)(5) of the Securities and Exchange Act of 1934, Lessee decides to file any documentation related to the proposed transaction to EMMA (the "Disclosed Documents"), such Disclosed Documents shall be filed with redactions that will be mutually agreed upon by the parties to ensure that there is no confidential information of Lessor included in the posted documents (i.e. account information, names of signatories).

USA Patriot Act

Compliance: The Lessee acknowledges that pursuant to the requirements of the USA Patriot Act, as amended from time to time (including as amended by the USA Freedom Act of 2015) (the "Patriot Act"), the Lessor is required to obtain, verify and record information that identifies the Lessee, which information includes the name and address of the Lessee and other information that will allow the Lessor to identify the Lessee in accordance with the Patriot Act.

Credit Due

Diligence: In order to complete its credit due diligence, Banc of America Public Capital Corp Credit Administration will need you to provide:

1. Most recent fiscal year's Budget;
2. Last three years financial statements
3. Insurance Certificate

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp, or one of its affiliates, ("BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

36 Months Loan Amortization:

Date	Funding	Payment	Interest @ 4.2638	Principal	Balance
-----	-----	-----	-----	-----	-----
3/19/2024	\$ 2,737,200.00				\$ 2,737,200.00
6/19/2024		\$ 244,211.44	\$ 29,177.18	\$ 215,034.26	\$ 2,522,165.74
9/19/2024		\$ 244,211.44	\$ 26,885.02	\$ 217,326.42	\$ 2,304,839.32
12/19/2024		\$ 244,211.44	\$ 24,568.43	\$ 219,643.01	\$ 2,085,196.30
3/19/2025		\$ 244,211.44	\$ 22,227.14	\$ 221,984.30	\$ 1,863,212.01
6/19/2025		\$ 244,211.44	\$ 19,860.90	\$ 224,350.54	\$ 1,638,861.47
9/19/2025		\$ 244,211.44	\$ 17,469.44	\$ 226,742.00	\$ 1,412,119.47
12/19/2025		\$ 244,211.44	\$ 15,052.48	\$ 229,158.96	\$ 1,182,960.51
3/19/2026		\$ 244,211.44	\$ 12,609.76	\$ 231,601.68	\$ 951,358.84
6/19/2026		\$ 244,211.44	\$ 10,141.01	\$ 234,070.43	\$ 717,288.41
9/19/2026		\$ 244,211.44	\$ 7,645.93	\$ 236,565.51	\$ 480,722.90
12/19/2026		\$ 244,211.44	\$ 5,124.26	\$ 239,087.18	\$ 241,635.72
3/19/2027		\$ 244,211.44	\$ 2,575.72	\$ 241,635.72	\$ -
	-----	-----	-----	-----	
	\$ 2,737,200.00	\$ 2,930,537.28	\$ 193,337.28	\$ 2,737,200.00	

59 Months Loan Amortization:

Date	Funding	Payment	Interest @ 4.0396	Principal	Balance
-----	-----	-----	-----	-----	-----
3/19/2024	\$ 2,014,911.00				\$ 2,014,911.00
6/19/2024		\$ 203,847.27	\$ 20,348.59	\$ 183,498.68	\$ 1,831,412.32
12/19/2024		\$ 203,847.27	\$ 36,990.87	\$ 166,856.40	\$ 1,664,555.91
6/19/2025		\$ 203,847.27	\$ 33,620.70	\$ 170,226.57	\$ 1,494,329.35
12/19/2025		\$ 203,847.27	\$ 30,182.47	\$ 173,664.80	\$ 1,320,664.54
6/19/2026		\$ 203,847.27	\$ 26,674.78	\$ 177,172.49	\$ 1,143,492.05
12/19/2026		\$ 203,847.27	\$ 23,096.25	\$ 180,751.02	\$ 962,741.04
6/19/2027		\$ 203,847.27	\$ 19,445.44	\$ 184,401.83	\$ 778,339.21
12/19/2027		\$ 203,847.27	\$ 15,720.90	\$ 188,126.37	\$ 590,212.84
6/19/2028		\$ 203,847.27	\$ 11,921.12	\$ 191,926.15	\$ 398,286.69
12/19/2028		\$ 203,847.27	\$ 8,044.59	\$ 195,802.68	\$ 202,484.01
2/19/2029		\$ 203,847.27	\$ 1,363.26	\$ 202,484.01	\$ -
	-----	-----	-----	-----	
	\$ 2,014,911.00	\$ 2,242,319.97	\$ 227,408.97	\$ 2,014,911.00	

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County of Dare - RFP-2024 Proposal Summary

Project: 2024 General Equipment \$2,737,200

Bank	Rate	Payment Amount	Total Cost of Loan	Final Maturity	Fees	Prepayment	Notes:
Bank of America Public Capital Corp	4.2638%	\$ 244,211.44	\$ 2,930,537.28	3/19/2027	\$ -	101.5% after half term	Rate locked until 3/30/2024
Truist	4.8900%	not level	\$ 2,959,040.87	3/19/2027	\$ -	declining prepayment starting at 3% in year 1	Rate available through 5/12/2024
PNC	4.2600%	not provided	not provided		\$5,000-\$7,500		Rate to be final 10 days before closing date
Huntington Public Capital Corp	4.4700%	\$ 245,006.08	\$ 2,940,072.96	3/19/2027	\$ 4,000	102% before 6/19/2026 100% on or after 6/19/2026	Rate locked through 3/19/2024

Project: 2024 Public Works & Network Equipment \$2,014,911

Bank	Rate	Payment Amount	Total Cost of Loan	Final Maturity	Fees	Prepayment	Notes:
Bank of America Public Capital Corp	4.0396%	\$ 203,847.27	\$ 2,242,319.97	2/19/2029	\$ -	101.5% after half term	Rate locked until 3/30/2024
Truist	5.0500%	not level	\$ 2,277,463.41	9/19/2028	\$ -	declining prepayment starting at 5% in year 1	Rate available through 5/12/2024
PNC Bank	4.2200%	not provided	not provided		\$5,000-\$7,500		Rate to be final 10 days before closing date
Huntington Public Capital Corp	4.4400%	\$ 224,438.87	\$ 2,244,388.72	12/19/2028	\$ 4,000.00	102% before 6/19/2027 100% on or after 6/19/2027	Rate locked through 3/19/2024



Approval of 2024 (Phase Two) Capital Projects - Manteo Youth Center, Kitty Hawk EMS Station, and Manns Harbor EMS Station

Description

The Capital Improvements Committee meet on 2/19/2024 and voted to recommend to the Board that the County proceed with the 2024 capital projects, which are the Manteo Youth Center (\$5,662,863), the Kitty Hawk EMS Station (\$10,613,910), and the Manns Harbor EMS Station (\$11,738,234).

With the above amounts, the Capital Investment Fund maintains adequate coverage levels with no additional funding.

The following five pages show: 1) a summary of project costs and bond issuance; 2) the projects cost history; 3) the CIF Model coverages; 4) each project's GMP and budget; and 5) Barnhill's bid results by project.

Board Action Requested

Approve proceeding with the 2024 projects

Item Presenter

David Clawson, Finance Director

Dare County EMS Projects Phase Two
 Barnhill Bids and Guaranteed Maximum Price (GMP)

	Barnhill Bids and Guaranteed Maximum Price
Manteo Youth Center	\$ 5,662,863
Kitty Hawk EMS	\$ 10,613,910
Manns Harbor EMS	\$ 11,738,234
	<u>\$ 28,015,007</u>
 Amount needed over 2024 CIP	 \$ 4,630,694
 Phase One savings & additional interest	 \$ (955,000)
Interest earnings on new bonds' construction fund	\$ (441,584)
	<u>\$ 3,234,110</u>
 Construction funded by bonds	 \$ 26,618,423
Additional proceeds	\$ 1,124
Estimated costs of issuance	\$ 369,000
Bond issuance	<u>\$ 26,988,547</u>

2/13/2024

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Dare County EMS Projects Phase Two
 Barnhill Bids and Guaranteed Maximum Price (GMP)

	Oakley Collier Estimates in CIP (1)	Barnhill & Oakley Collier October 30% Design Estimates	Barnhill Bids and Guaranteed Maximum Price	
Manteo Youth Center	\$ 4,130,641	\$ 5,781,314	\$ 5,662,863	
Kitty Hawk EMS	\$ 10,100,000	\$ 10,668,769	\$ 10,613,910	
Manns Harbor EMS	\$ 9,153,672	\$ 11,814,752	\$ 11,738,234	
	<u>\$ 23,384,313</u>	<u>\$ 28,264,835</u>	<u>\$ 28,015,007</u>	
Amount needed			\$ 4,630,694	
Phase One Savings:				
Projects under budget			\$ (830,000)	Conservative estimate (will update)
Additional interest earnings			\$ (125,000)	Conservative estimate (will update)
Interest earnings on new bonds (Series 2024)			\$ (441,584)	
Net amount needed			\$ 3,234,110	
Difference above			\$ 3,234,110	13.8%
Unknowns not in CIP estimates				
Kitty Hawk traffic control			\$ 299,000	Change in building code
Manteo Youth Center unsuitable soils			\$ 106,750	Estimate in GMP from site inspection
Manns Harbor VFD building work			\$ 480,000	Added since CIP
Manns Harbor VFD overhead doors			\$ 27,200	New overhead doors (net add)
Manns Harbor phasing for VFD work			\$ 120,000	3 months of General Conditions
Manns Harbor unsuitable soils			\$ 700,000	Estimate in GMP from site inspection
			<u>\$ 1,732,950</u>	
Difference less unknowns			\$ 1,501,160	6.4%

(1) With corrections for Manteo Youth Center & Manns Harbor EMS.

2/22/2024

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Dare County EMS Projects Phase Two
 Barnhill Bids and Guaranteed Maximum Price (GMP)
 Capital Investment Fund Model - Fund Balance Coverages
 Coverage Target = 1.0 times

	FY 2024 CIP	With Phase 2 GMP	With Phase 2 GMP	With Phase 2 GMP	Last 20 Years	Last 10 Years
LTT growth rate	0.25%	0.25%	0.50%	1.00%	3.18%	13.01%
2024	3.16	3.14	3.14	3.14		
2025	2.43	2.37	2.37	2.37		
2026	2.73	2.65	2.66	2.66		
2027	2.08	2.02	2.02	2.03		
2028	2.02	1.95	1.96	1.97		
2029	1.86	1.79	1.80	1.81		
2030	1.84	1.75	1.77	1.80		
2031	1.87	1.77	1.79	1.84		
2032	1.95	1.83	1.86	1.93		
2033	1.60	1.49	1.53	1.61		
2034	1.53	1.42	1.46	1.56		
2035	1.37	1.26	1.31	1.43		
2036	1.26	1.14	1.21	1.36		
2037	1.12	0.99	1.08	1.26		
2038	1.15	1.01	1.12	1.34		
2039	1.14	0.99	1.12	1.38		
2040	1.02	0.87	1.02	1.31		
2041	0.83	0.69	0.85	1.18		
2042	0.87	0.71	0.91	1.32		
2043	1.04	0.86	1.11	1.63		
2044	1.43	1.22	1.55	2.25		
2045	2.21	1.95	2.41	3.38		

The CIF/Debt Affordability Model uses conservative assumptions for revenue growth.
 The Model uses conservative assumptions for interest rates on debt.
 The Model assumes no increase in the transfer from the General Fund.
 Future projects can be reduced in scope or delayed.
 Schools have a separate Model.

2/22/2024

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Dare County 2024 Phase 2 Projects
 Architect Estimates; Barnhill CD Drawings Estimates; Barnhill Bid Amounts

2.50%

2/12/2024

	<u>2/1/2024</u>			<u>2/1/2024</u>			<u>2/1/2024</u>			<u>2/1/2024</u>		
	<u>5/8/2023</u>	<u>10/30/2023</u>	<u>bids</u>	<u>5/8/2023</u>	<u>10/30/2023</u>	<u>bids</u>	<u>5/8/2023</u>	<u>10/30/2023</u>	<u>bids</u>	<u>5/8/2023</u>	<u>10/30/2023</u>	<u>bids</u>
	Manteo Youth Center			Station #9 Kitty Hawk			Station #8 Manns Harbor			Totals		
CMAR Construction - Barnhill	\$ 3,532,489	\$ 4,797,422	\$ 4,778,928	\$ -	\$ 9,118,880	\$ 9,108,475	\$ 7,994,765	\$10,301,657	\$10,344,690	\$ -	\$ 24,217,959	\$ 24,232,093
Design fees	135,940	135,940	125,000	-	500,000	549,000	410,203	410,203	410,203	-	1,046,143	1,084,203
Preconstruction fee	63,412	63,412	63,412	-	63,412	63,412	63,413	63,413	63,413	-	190,237	190,237
Special inspections & construction testing	-	40,000	40,000	-	40,000	40,000	-	40,000	40,000	-	120,000	120,000
All other per Barnhill & OCA	217,500	-	-	-	-	-	294,500	-	-	-	-	-
Station alerting, security, AV, access cards	-	110,000	110,000	-	205,000	205,000	26,000	205,000	205,000	-	520,000	520,000
Other	20,000	-	-	-	-	-	20,000	-	-	-	-	-
FF&E, appliances, TV, kitchen	-	260,850	210,850	-	262,640	262,640	-	258,640	258,640	-	782,130	732,130
Signage	-	42,700	42,700	-	42,700	42,700	-	42,700	42,700	-	128,100	128,100
Playground equipment	-	110,000	110,000	-	-	-	-	-	-	-	110,000	110,000
Propane	-	-	-	-	15,000	15,000	-	15,000	15,000	-	30,000	30,000
Fiber & radio	-	7,500	7,500	-	39,971	39,971	-	39,971	39,971	-	87,442	87,442
Building & HVAC commissioning	-	-	40,000	-	-	40,000	-	-	40,000	-	-	120,000
Owner costs	20,000	20,000	15,000	-	25,000	20,000	25,000	25,000	20,000	-	70,000	55,000
Owner's contingency @ 4%	141,300	193,490	-	-	356,166	-	319,791	413,168	-	-	962,824	-
Owner's contingency @ 2.5%	-	-	119,473	-	-	227,712	-	-	258,617	-	-	605,802
	\$ 4,130,641	\$ 5,781,314	\$ 5,662,863	\$10,100,000	\$10,668,769	\$10,613,910	\$ 9,153,672	\$11,814,752	\$11,738,234	\$23,384,313	\$ 28,264,835	\$ 28,015,007
Barnhill GMP over prior		\$ 1,264,933	\$ (18,494)	n/a		\$ (10,405)		\$ 2,306,892	\$ 43,033			\$ 14,134
OCA other costs over prior		\$ 385,740	\$ (99,957)	n/a		\$ (44,454)		\$ 354,188	\$ (119,551)			\$ (263,962)
Project total over prior		\$ 1,650,673	\$ (118,451)		\$ 568,769	\$ (54,859)		\$ 2,661,080	\$ (76,518)		\$ 4,880,522	\$ (249,828)

May 2023 = Architect estimates
 October 2023 = CMAR 30% Construction Drawings estimates
 February 2024 = CMAR GMP from Bids

2/12/2024

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DARE COUNTY EMS GMP SUMMARY
 PHASE II: Youth Center - EMS #9 - EMS #9

January 30, 2024

Mantelo Youth Center			
	Bid Results	10/30/24 Budget	
OWNER ALLOWANCES (See Log for Detail)			
BP100 - GENERAL TRUSSES	\$ 278,691	\$ 274,750	
BP105 - FINAL CLEANING	\$ 160,000	\$ 224,358	
BP205 - DEMOLITION	\$ 2,300	\$ 2,395	
BP300 - CONCRETE	\$ 52,000	\$ 45,660	
BP390 - TURKEY MASONRY	\$ 150,589	\$ 122,300	
BP400 - TURKEY STRUCTURAL AND MISC.	\$ 16,000	\$ 13,590	
BP500 - TURKEY STRUCTURAL AND MISC.	\$ 45,430	\$ 38,944	
BP505 - LIGHT GAUGE METAL TRUSSES	\$ -	\$ 111,932	
BP740 - ROOFING	\$ 99,940	\$ 123,262	
BP790 - COMPOSITE SOILING / WOOD TRUSS	\$ 182,800	\$ 100,470	
BP790 - CALCULATING AND WATERPROOFING	\$ 121,374	\$ 116,687	
BP800 - TURKEY DOORFRAMES/HARDWARE	\$ 66,200	\$ 99,150	
BP833 - OVERHEAD DOOR	\$ -	\$ -	
BP840 - GLASS & GLAZING	\$ 240,705	\$ 208,700	
BP923 - DRYWALL, JOIST AND FRAMING	\$ 450,870	\$ 255,390	
BP960 - FLOORING	\$ 69,400	\$ 75,592	
BP990 - PAINTING AND WALLCOVERINGS	\$ 25,175	\$ 31,792	
BP1200 - FINISH CARPENTRY AND CASEWORK	\$ 41,136	\$ 43,657	
BP1250 - WINDOW TREATMENT	\$ 7,378	\$ 9,350	
BP2100 - FIRE PROTECTION	\$ -	\$ -	
BP2200 - PLUMBING	\$ 150,000	\$ 124,510	
BP2500 - HVAC SYSTEMS	\$ 678,195	\$ 278,846	
BP2600 - TURKEY ELECTRICAL	\$ 179,809	\$ 318,100	
BP3100 - TURKEY SITE	\$ 415,000	\$ 818,261	
BP3200 - LANDSCAPING	\$ 18,995	\$ 40,436	
Bid Day Total	\$ 3,473,948	\$ 3,477,652	
Subaward	\$ 48,635	\$ 48,689	
Subcontracted Costs with Bonds	\$ 3,592,583	\$ 3,596,541	
Construction Contingency	\$ 105,677	\$ 105,795	
Precon Contingency	\$ -	\$ 105,796	
Total Cost/Work Total	\$ 3,628,961	\$ 3,738,433	
CM Bonding Insurance	\$ 114,894	\$ 115,138	
Bidder's Risk Insurance	\$ 720,463	\$ 704,280	
General Conditions	\$ 238,946	\$ 239,871	
CM Fee	\$ -	\$ -	
Total	\$ 4,778,928	\$ 4,797,422	

EMS #8 - Mann's Harbor			
	Bid Results	10/30/24 Budget	
Subcontractor	Bid Results	10/30/24 Budget	
Barnhill	\$ 1,294,290	\$ 1,118,352	
CBRH Contracting	\$ 180,000	\$ 309,925	
Prefield Cleaning	\$ 3,600	\$ 3,595	
N/A	\$ -	\$ -	
Raleigh East	\$ 299,750	\$ 306,733	
Manning Masonry	\$ 448,000	\$ 452,128	
North State Steel	\$ 141,447	\$ 177,841	
North State Steel	\$ 150,294	\$ 150,423	
Steel Construction Systems	\$ 247,770	\$ 223,486	
Greiner Roofing	\$ 134,400	\$ 138,334	
Mauer Builders	\$ 129,468	\$ 153,452	
Football Construction	\$ 96,000	\$ 107,104	
Martin Architectural Products	\$ 155,190	\$ 108,400	
Passport Door & Dock Systems	\$ 148,077	\$ 125,980	
MSJ Glass & Glazing	\$ 690,950	\$ 485,800	
Prefetch Walls	\$ 100,525	\$ 107,586	
Brook Contract	\$ 42,780	\$ 48,122	
Proctor Paint	\$ 69,668	\$ 48,102	
Interior Wood Specialties	\$ 9,430	\$ 9,582	
Preston Walls	\$ 240,000	\$ 150,088	
J & D Sprinkler	\$ 325,000	\$ 321,887	
Reynolds Plumbing	\$ 94,152	\$ 909,146	
Allied Mechanical	\$ 1,489,500	\$ 1,837,494	
Sullivan Electrical Services	\$ 66,000	\$ 107,054	
BE Singleline	\$ -	\$ -	
East Carolina Land Services	\$ 112,299	\$ 114,163	
Total	\$ 8,133,653	\$ 8,269,527	

EMS#9 - Kitty Hawk			
	Bid Results	10/30/24 Budget	
Subcontractor	Bid Results	10/30/24 Budget	
Barnhill	\$ 942,210	\$ 832,210	
CBRH Contracting	\$ 195,000	\$ 254,700	
Prefield Cleaning	\$ 3,340	\$ 4,212	
N/A	\$ -	\$ -	
Superior Concrete	\$ 241,810	\$ 171,093	
Manning Masonry	\$ 548,000	\$ 545,170	
North State Steel	\$ 103,132	\$ 123,420	
North State Steel	\$ 154,000	\$ 161,923	
Trofed Framing Systems	\$ 219,600	\$ 242,574	
Greiner Roofing	\$ 149,000	\$ 123,195	
Mauer Builders	\$ 138,955	\$ 151,195	
Football Construction	\$ 94,400	\$ 113,658	
Hardware Specialties	\$ 191,665	\$ 162,600	
Passport Door & Dock Systems	\$ 183,246	\$ 171,233	
MSJ Glass & Glazing	\$ 544,110	\$ 380,848	
Arctic Corp	\$ 130,935	\$ 127,039	
Brook Contract	\$ 62,440	\$ 59,289	
Proctor Paint	\$ 68,062	\$ 48,451	
Interior Wood Specialties	\$ 11,965	\$ 10,000	
Preston Walls	\$ 99,300	\$ 61,550	
Allied Fire Protection	\$ 333,000	\$ 250,675	
ZSC	\$ 1,057,168	\$ 1,071,599	
Allied Mechanical	\$ 959,000	\$ 971,145	
PE Electric	\$ 625,215	\$ 932,955	
Handball Concrete	\$ 88,281	\$ 25,000	
Abbeville Landscaping	\$ 7,111,404	\$ 7,659,942	
Total	\$ 9,108,475	\$ 9,116,890	



Adoption of Budget for Phase Two Projects - Manns Harbor EMS, Manteo Youth Center, and Kitty Hawk EMS

Description

This item is to establish a budget for the Phase Two projects - Manns Harbor EMS Station, Manteo Youth Center, and Kitty Hawk EMS Station. All budget amounts are per the prior agenda item.

The first item following is a Capital Project Ordinance for the new, 2024 projects and the Series 2024 Limited Obligation Bonds to finance them.

The second item following is an Amendment to the 2023A LOBs Capital Projects Ordinance to show the amount used from that financing towards the 2024 projects. (The amount will be updated at the April and/or May Board meeting.)

Board Action Requested

Adopt the Capital Projects Ordinance for the 2024 projects and adopt the Amendment to the 2023 Projects Capital Projects Ordinance.

Item Presenter

David Clawson, Finance Director

**County of Dare, North Carolina
Capital Project Ordinance
for
Series 2024A LOBs**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the capital project ordinance for the Series 2024A LOBs, originally adopted on December 4, 2023, is hereby amended.

Section 1 This amendment is to eliminate the original project budget, which was not allocated to individual projects, to establish project budgets based upon the Guaranteed Maximum Prices, and to establish a preliminary budget for the related bond issuance.

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

Section 3 Sources and Uses for the projects are:

Sources:

Bond proceeds	\$26,988,617
Phase 1 projects savings & interest	\$955,000 (see Phase 1/S2024A amendment)
Phase 2 interest	<u>\$441,584</u>
Total	\$28,385,201

Uses:

Manns Harbor EMS	\$11,738,234
Manteo Youth Center	\$5,662,863
Kitty Hawk EMS	\$10,613,910
Costs of Issuance	<u>\$370,194</u>
Total	\$28,385,201

Section 4 The following original budgets are changed as indicated as indicated to eliminate the budget amounts:

Revenues:

Debt proceeds S2024A LOBs – Phase 2	613090-470318-98737	\$1,309,095	decrease
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Expenditures:

Architectural services	615531-710900-60367	\$1,014,898	decrease
Surveys & geotechnical	615531-710101-60367	\$25,848	decrease
CM at Risk preconstruction fee	615531-737500-60367	\$268,349	decrease

Section 5 The following revenues for Phase 2 are hereby adopted:

Debt proceeds S2024 LOBs – Phase 2	613090-470318-98737	\$26,988,617
S2024 LOBs interest	613040-450100-98737	\$441,584

Section 5 The following appropriations for Phase 2 are hereby adopted:

Manns Harbor EMS #8:

Architectural services	615531-710900-60385	\$410,203
Inspections & construction testing	615531-710911-60385	\$40,000
FF&E, appliances, TV, kitchen	615531-737406-60385	\$258,640
Alerting, security, card access	615531-737454-60385	\$205,000
Owner’s costs & commissioning	615531-737002-30385	\$60,000
Fiber & radio	615531-737526-60385	\$39,971
Owner’s contingency	615531-750000-60385	\$258,617
Guaranteed maximum price CMAR	615531-737504-60385	\$10,344,690
Propane & other	615531-737509-60385	\$15,000
Signage	615531-737451-60385	\$42,700

Preconstruction fee	615531-737500-60385	\$63,413	
Costs charged to Phase 1/S2023A LOBs	615531-737550-60385	(\$955,000)	credit

Manteo Youth Center:

Architectural services	615640-710900-60386	\$125,000	
Inspections & construction testing	615640-710911-60386	\$40,000	
FF&E, appliances, TV, kitchen	615640-737406-60386	\$210,850	
Alerting, security, card access	615640-737454-60386	\$110,000	
Owner’s costs & commissioning	615640-737002-30386	\$55,000	
Fiber & radio	615640-737526-60386	\$7,500	
Playground equipment	615640-737520-60386	\$110,000	
Owner’s contingency	615640-750000-60386	\$119,473	
Guaranteed maximum price CMAR	615640-737504-60386	\$4,778,928	
Signage	615640-737451-60386	\$42,700	
Preconstruction fee	615640-737500-60386	\$63,412	

(A portion of architectural fees were charged to an existing budget in 615640-737101-60352 from the 2021 Installment Financing Contract.)

Kitty Hawk EMS #9:

Architectural services	615531-710900-60387	\$549,000	
Inspections & construction testing	615531-710911-60387	\$40,000	
FF&E, appliances, TV, kitchen	615531-737406-60387	\$262,640	
Alerting, security, card access	615531-737454-60387	\$205,000	
Owner’s costs & commissioning	615531-737002-30387	\$60,000	
Fiber & radio	615531-737526-60387	\$39,971	
Owner’s contingency	615531-750000-60387	\$227,712	
Guaranteed maximum price CMAR	615531-737504-60387	\$9,108,475	
Propane & other	615531-737509-60387	\$15,000	
Signage	615531-737451-60387	\$42,700	
Preconstruction fee	615531-737500-60387	\$63,412	

Costs of Issuance:

Costs of issuance & underwriters’ discount	615490-545300-98737	\$370,194	
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Section 6 The legal level of budget control for EMS Phase 2 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, 2, or 3 project. 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 & 2 projects that authority is extended to budget movement between projects/project numbers.

Section 7 The Finance Officer is directed to report the financial status of the project as a part of the normal ongoing financial reporting process.

Section 8 Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer, and to the Clerk to the Board of Commissioners.

Adopted this 4th day of March 2024.

Chairman, Board of Commissioners

[SEAL]

Skyler Foley, Clerk to the Board of Commissioner

**County of Dare, North Carolina
Capital Project Ordinance
for
Series 2023A LOBs
and EMS Phase 1 & 2
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, for the Series 2023A LOBs, 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, 5/10/2023, and 9/6/2023 is hereby amended:

Section 1 This amendment is to adjust the project budgets for projects savings and additional interest earnings to be used for 2024 projects.

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

Section 3 The following revenues are changed as indicated:
Investment earnings on construction fund 613040-450100-98734 \$125,000 increase

Section 4 The following appropriations are changed as indicated:
Manns Harbor EMS #8 615531-737550-60385 \$955,000 increase

Section 5 The following appropriations for **Dare MedFlight Station #7** are changed as indicated:
Apply to 2024 Manns Harbor EMS project 615535-737550-60380 (\$179,000) decrease

Section 6 The following appropriations for **Southern Shores Station #4** are changed as indicated:
Apply to 2024 Manns Harbor EMS project 615531-737550-60381 (\$209,000) decrease

Section 7 The following appropriations for **Kill Devil Hills Station #1** are changed as indicated:
Apply to 2024 Manns Harbor EMS project 615531-737550-60382 (\$442,000) decrease

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 & 2 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 4th day of March 2024.

Chairman, Board of Commissioners

[SEAL]

Skyler Foley, Clerk to the Board of Commissioner



***Approval of the Guaranteed Maximum Price Contract Amendment for the 2024 (Phase Two) Capital Projects
- Manteo Youth Center, Kitty Hawk EMS Station, and Manns
Harbor EMS Station***

Description

Per the prior two agenda items, Barnhill Contracting Company, the construction manager at risk, has completed the bid process for the Manteo Youth Center, the Kitty Hawk EMS Station, and the Manns Harbor EMS Station. Barnhill's guaranteed maximum price (GMP) is based upon those bid results and is at a total of \$24,232,093, the budget for which was approved by the Board with the prior agenda item.

Board Action Requested

Approve the Barnhill GMP and authorize the County Manager to execute Barnhill Contracting Company contract amendment #3 in the amount of \$24,232,093.

Item Presenter

David Clawson, Finance Director



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 26th day of February in the year 2024, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 26th day of February in the year 2024 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT**:

(Name and address or location)

Amendment #03 - Dare County EMS Stations – Phase II (Manteo Youth Center, EMS Station #08 Manns Harbor, and EMS Station #09 Kitty Hawk)

THE OWNER:

(Name, legal status, and address)

Dare County
954 Marshall C. Collins Drive
Manteo, NC 27948

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Barnhill Contracting Company
800 Tiffany Blvd., Suite 200
Rocky Mount, NC 27804

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Sixty Million, Nine Hundred Thousand, Six Hundred Seventy Six Dollars (\$

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.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

60,900,676.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

Contract Total Includes the Following Cost:

1. Preconstruction Contract - \$507,298.00
2. Amendment #01 - EMS-4 (Southern Shores) and EMS-7 (Med Flight) – GMP Summary \$15,177,017.00
3. Amendment #02 – EMS-1/ Fire Station 14 Kill Devil Hills – GMP Summary \$20,612,812.00
4. Executed G701 – AIA Batch #01 – Batch #06 - Total Change Orders \$371,456.00
5. Amendment #03 - Manteo Youth Center, EMS-8 (Manns Harbor), EMS-9 (Kitty Hawk) – GMP Summary \$24,232,093.00

Any Changes made to how payment is received must be done via official change order. Payment for remaining apps will be issued by ACH.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Attached FINAL REVISED Dare County Phase II GMP Statement Dated 1.31.24

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Manteo Youth Center	
1. Alternate G1 DEDUCT: Building Fluid Applied Air Barrier	(\$18,000.00)
2. Alternate YC-A ADD: Additional Concrete Admixture Product.....	\$6,259.00
3. Alternate PB-1 ADD Door Hardware by BEST.....	\$0.00
4. Alternate G1 Wrap ADD: Building Wrap.....	\$0.00
5. Alternate ALT-1 ADD: Turnkey BDA System.....	\$37,886.00
EMS-8 Manns Harbor	
1. Alternate PB-1 (A, B, C) ADD: BEST Hardware Cylinders/Keys/Locks/Latching/Auxiliary Locks.....	\$0.00
2. Alternate CMA-01 ADD: Turnkey BDA System.....	\$39,359.00
3. Alternate CMA-02 ADD: Overhead Doors: Provide New.....	\$27,200.00
EMS-9 Kitty Hawk	
1. Alternate PB-1 (A, B, C) ADD: BEST Hardware Cylinders/Keys/Locks/Latching/Auxiliary Locks	\$0.00
2. Alternate CMA-01 ADD: Turnkey BDA System	\$38,389.00

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

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User Notes:

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(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Manteo Youth Center:		
BP390		
1. Undercut / Trench Excavation	CY	\$50.00
2. Demo and Dispose of Undercut / Trench Excavation	CY	\$81.00
BP3100		
1. Undercut / Trench Excavation	CY	\$75.00
2. Undercut / Open Excavation	CY	\$75.00
3. Demo and Dispose of Undercut / Trench Excavation	CY	\$75.00
EMS-8 (Manns Harbor):		
BP390		
1. Undercut / Trench Excavation	CY	\$133.00
2. Demo and Dispose of Undercut / Trench Excavation	CY	\$75.00
BP2600		
1. 2" GRC Conduit	LF	\$28.00
2. Transformer Feeder	LF	\$55.57
3. Generator Feeder and control wire	LF	\$120.26
BP3100		
1. Undercut / Trench Excavation	CY	\$165.00
2. Undercut / Open Excavation	CY	\$48.00
3. Demo and Dispose of Undercut / Trench Excavation	CY	\$32.00
EMS-9 (Kitty Hawk):		
BP-390		
1. Undercut / Trench Excavation	CY	\$154.00
2. Demo and Dispose of Undercut / Trench Excavation	CY	\$81.00
BP2600		
1. Transformer Feeder	LF	\$200.00
2. Generator Feeder and control wire	LF	\$240.00
BP3100		
1. Undercut / Trench Excavation	CY	\$75.00
2. Undercut / Open Excavation	CY	\$75.00
3. Demo and Dispose of Undercut / Trench Excavation	CY	\$75.00

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

- i. Manteo Youth Center – March 2024 (Pending Permit Approvals and Notice to Proceed)
- ii. EMS #8 Manns Harbor - March 2024 (Pending Permit Approvals and Notice to Proceed)
- iii. EMS #9 Kitty Hawk - August 2024 (Pending Permit Approvals and Notice to Proceed)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than (293 (Manteo Youth Center) / 462 (EMS-8 Manns Harbor) / 327 (EMS-9 Kitty Hawk)) calendar days from the date of commencement of the Work. Pending Permit Approvals and Notice to Proceed Letter

By the following date:

Other identifying information:

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
Manteo Youth Center (YC):	
BP100	
1. Building Sign.....	\$5,000.00
BP390	
1. Trench Excavation – 50CY.....	\$7,700.00
BP400	
1. Face Brick \$500.00 per 1,000 Brick.....	\$1,800.00
BP3100	
1. Trench Excavation – 100CY.....	\$7,500.00
2. Open Excavation – 500CY.....	\$37,500.00
3. Liquid Asphalt Escalation	\$5,000.00
CM Allowance #1 – Low Volt Cabling.....	\$43,901.00
CM Allowance #7 - Life and Safety.....	\$15,000.00
CM Allowance #8 – Permit.....	\$3,000.00
CM Allowance #11 - Unsuitable Soil.....	\$79,000.00
CM Allowance #14 - CABC Stone.....	\$6,000.00
CM Allowance #15 - Curb and Gutter Replacement.....	\$8,000.00
CM Allowance #16 - Unsuitable Soils #57 Stone.....	\$23,750.00
CM Allowance #20 - Perm Power: Transfer & Feed.....	\$75,000.00
CM Allowance #21 - Utility Tap/Impact Fees.....	\$25,000.00

EMS-8 (Manns Harbor):

BP390

1. Trench Excavation – 100CY.....	\$13,300.00
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BP2600

1. 2" GRC Conduit.....	\$1,400.00
2. Transformer Feeder 50 LF.....	\$2,778.50
3. Generator Feeder and control wire 100 LF.....	\$12,026.00

BP3100

2. Trench Excavation – 100CY.....	\$6,500.00
3. Open Excavation – 500CY.....	\$45,000.00
4. Liquid Asphalt Escalation	\$5,000.00

BP3290

1. Landscaping Allowance.....	\$25,000.00
CM Allowance #5 - Turnkey Alerting System Install Only.....	\$50,000.00
CM Allowance #7 - Life and Safety.....	\$20,000.00
CM Allowance #8 – Permit.....	\$5,000.00
CM Allowance #11 - Unsuitable Soil.....	\$700,000.00
CM Allowance #14 - CABC Stone.....	\$6,000.00
CM Allowance #15 - Curb and Gutter Replacement.....	\$4,000.00
CM Allowance #16 - Unsuitable Soils #57 Stone.....	\$23,750.00
CM Allowance #17 - Well-pointing.....	\$100,000.00
CM Allowance #18 - Undercut New Septic Field (additional 2').....	\$56,700.00
CM Allowance #20 - Perm Power: Transfer & Feed.....	\$75,000.00
CM Allowance #21 - Utility Tap/Impact Fees.....	\$25,000.00
CM Allowance #22 - CSCI Ice Machine (Change CSCI).....	\$6,813.00
CM Allowance #23 - OSCI Laundry Equipment.....	\$16,996.00
CM Allowance #24 - OSCI Oxygen Equipment.....	\$18,110.00
CM Allowance #25 - OSCI Air Compressor.....	\$6,911.00
CM Allowance Post-bid (Well to be negotiated w/ BP3100).....	\$180,000.00

EMS-9 (Kitty Hawk):

BP390

1. Trench Excavation – 100CY.....	\$15,400.00
-----------------------------------	-------------

BP2600

1. 2" GRC Conduit.....	\$2,000.00
2. Transformer Feeder 50 LF.....	\$10,000.00
3. Generator Feeder and control wire 100 LF	\$24,000.00

BP3100

2. Trench Excavation – 100CY.....	\$7,500.00
3. Open Excavation – 500CY.....	\$37,500.00
4. Liquid Asphalt Escalation	\$5,000.00

BP3290

1. Landscaping Allowance.....	\$25,000.00
CM Allowance #5 - Turnkey Alerting System Install Only.....	\$50,000.00
CM Allowance #7 - Life and Safety.....	\$25,000.00
CM Allowance #8 – Permit.....	\$5,000.00
CM Allowance #9 - NCDOT Traffic Signals.....	\$450,000.00
CM Allowance #11 - Unsuitable Soil.....	\$188,050.00
CM Allowance #14 - CABC Stone.....	\$6,000.00
CM Allowance #15 - Curb and Gutter Replacement.....	\$8,000.00
CM Allowance #16 - Unsuitable Soils #57 Stone.....	\$23,750.00
CM Allowance #18 - Undercut New Septic Field (additional 2').....	\$37,500.00
CM Allowance #20 - Perm Power: Transfer & Feed.....	\$75,000.00
CM Allowance #21 - Utility Tap/Impact Fees.....	\$25,000.00
CM Allowance #22 - CSCI Ice Machine (Change CSCI).....	\$6,813.00
CM Allowance #23 - OSCI Laundry Equipment.....	\$16,996.00

Init.

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User Notes:

(1177641314)

CM Allowance #24 - OSCI Oxygen Equipment.....	\$18,110.00
CM Allowance #25 - OSCI Air Compressor.....	\$6,991.00

(Paragraphs deleted)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Dare County – Manteo Youth Center/EMS-8 Manns Harbor/EMS-9 Kitty Hawk Phase 2 Bid Manual (Includes Drawings and Specification Log) – dated 12/06/23, Addendum #1 – dated 12/06/23, Addendum #2 – dated 12/12/23, Addendum #3 – 12/19/23, Addendum #4 – dated 12/29/2023, Notification #01 – dated 01/02/2024, Notification #02 – dated 01/03/2024

This Amendment to the Agreement entered into as of the day and year first written above.

 2/26/2024

OWNER *(Signature)*

Robert L. Outten County Manager
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

John Smith Jr. Vice President Building Group
(Printed name and title)



January 31, 2024

To: Mr. Dustin Peele
Dare County
954 Marshall C. Collins Drive
Manteo, NC 27948

Ref: Dare County – EMS Phase II (EMS #8, EMS #9, Manteo Youth Center)

Dear Mr. Peele,

We have completed bidding and scope reviews for EMS #8(Manns Harbor), EMS #9(Kitty Hawk), and Manteo Youth Center projects. We are pleased to notify you the bid results came in at \$24,232,093 which is slightly over our 10.30.23 budget estimate of \$24,217,959.

Included with this letter, please find a bid summary, accepted alternates log and owner allowance logs for each project. Please note, the \$24,232,093 proposed contract price includes the cost for alternates as indicated in the attached alternates log for each project.

We have NOT included the following in our GMP because we understand this is budgeted separately by Dare County:

- Propane Tank and Piping by Owner
- Exterior fiber optics by Owner
- Permanent dumpsters by Owner
- Radio System by Owner
- Security by Owner
- Furniture/Storage Racks/Lockers by Owner
- Appliances by Owner
- Tableware/Cookware/Linens/Towels by Owner
- TV and Mounts by Owner
- Fitness Equipment by Owner
- Laundry Equipment by Owner
- Oxygen Equipment by Owner
- Air compressor by Owner
- Signage by Owner

We appreciate the opportunity to provide Dare County with our GMP statement. Our team is truly grateful to work with such a great client and we are excited to continue our relationship in this second phase!

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joey Wilkins', is written over a light blue circular stamp.

Joey Wilkins
919.710.9515
Director of Preconstruction
Barnhill Contracting Company



DARE COUNTY EMS GMP SUMMARY
PHASE II: Youth Center - EMS #8 - EMS #9
 January 30, 2024

Bid Packages
OWNER ALLOWANCES (See Log for Details)
BP100 - GENERAL TRADES
BP105 - FINAL CLEANING
BP205 - DEMOLITION
BP390 - TURNKEY CONCRETE
BP400 - TURNKEY MASONRY
BP500 - TURNKEY STRUCTURAL AND MISC.
BP505 - LIGHT GAUGE METAL TRUSSES
BP740 - ROOFING
BP750 - COMPOSITE SIDING / WOOD TRUSS
BP790 - CAULKING AND WATERPROOFING
BP800 - TURNKEY DOORS/FRAMES/HARDWARE
BP833 - OVERHEAD DOOR
BP840 - GLASS & GLAZING
BP925 - DRYWALL, ACT AND FRAMING
BP960 - FLOORING
BP990 - PAINTING AND WALL COVERINGS
BP1230 - FINISH CARPENTRY AND CASEWORK
BP1250 - WINDOW TREATMENT
BP2100 - FIRE PROTECTION
BP2200 - PLUMBING
BP2300 - HVAC SYSTEMS
BP2600 - TURNKEY ELECTRICAL
BP3100 - TURNKEY SITE
BP3290 - LANDSCAPING
Bid Day Total
Subguard
Subcontract Costs with Bonds
Construction Contingency
Precon Contingency
Total Cost of Work Total
CM Bonds/GL Insurance
Builder's Risk Insurance
General Conditions
CM Fee
Total

Manteo Youth Center			
Bid Results			
Subcontractor	Bid Results	10.30.24 Budget	
Barnhill	\$ 278,651	\$ 274,750	
CB&H Contracting	\$ 180,000	\$ 224,938	
Preferred Cleaning	\$ 2,300	\$ 2,365	
East Coast Demolition	\$ 52,000	\$ 45,660	
Superior Concrete	\$ 150,589	\$ 122,320	
Manning Masonry	\$ 18,000	\$ 13,550	
North State Steel	\$ 45,430	\$ 36,944	
N/A	\$ -	\$ 111,932	
Grieme Roofing	\$ 99,940	\$ 123,252	
Mueller Builders	\$ 182,800	\$ 100,470	
Waterproofing Specialties	\$ 121,374	\$ 116,857	
Hardware Specialties	\$ 66,200	\$ 99,150	
N/A	\$ -	\$ -	
MSJ Glass & Glazing	\$ 240,706	\$ 208,700	
Precision Walls	\$ 450,870	\$ 256,390	
Brook Contract	\$ 69,400	\$ 75,562	
Proctor Paint	\$ 25,175	\$ 31,792	
Interior Wood Specialties	\$ 41,136	\$ 43,657	
Commonwealth Blinds	\$ 7,378	\$ 9,350	
N/A	\$ -	\$ -	
Reynolds Plumbing	\$ 150,000	\$ 124,570	
Allred Mechanical	\$ 678,195	\$ 278,846	
Suburban Electrical Services	\$ 179,809	\$ 318,100	
Hatchell Concrete	\$ 415,000	\$ 818,261	
Central Garden Center	\$ 18,995	\$ 40,436	
Total	\$ 3,473,948	\$ 3,477,852	
Subguard	\$ 48,635	\$ 48,689	
Subcontract Costs with Bonds	\$ 3,522,583	\$ 3,526,541	
Construction Contingency	\$ 105,677	\$ 105,796	
Precon Contingency	\$ -	\$ 105,796	
Total Cost of Work Total	\$ 3,628,261	\$ 3,738,133	
CM Bonds/GL Insurance	\$ 114,694	\$ 115,138	
Builder's Risk Insurance	\$ 76,463	\$ -	
General Conditions	\$ 720,564	\$ 704,280	
CM Fee	\$ 238,946	\$ 239,871	
Total	\$ 4,778,928	\$ 4,797,422	

EMS #8 - Mann's Harbor			
Bid Results			
Subcontractor	Bid Results	10.30.24 Budget	
Barnhill	\$ 1,294,280	\$ 1,118,352	
CB&H Contracting	\$ 180,000	\$ 303,925	
Preferred Cleaning	\$ 3,800	\$ 3,595	
N/A	\$ -	\$ -	
Raleigh East	\$ 289,750	\$ 306,733	
Manning Masonry	\$ 448,000	\$ 462,128	
North State Steel	\$ 141,447	\$ 77,841	
Steel Construct Systems	\$ 150,264	\$ 150,423	
Grieme Roofing	\$ 247,770	\$ 223,486	
Mueller Builders	\$ 134,400	\$ 139,334	
Foxhill Construction	\$ 129,495	\$ 163,452	
Martin Architectural Products	\$ 96,000	\$ 107,104	
Passport Door & Dock Systems	\$ 155,190	\$ 108,400	
MSJ Glass & Glazing	\$ 146,077	\$ 125,990	
Precision Walls	\$ 550,950	\$ 465,800	
Brook Contract	\$ 100,605	\$ 107,586	
Proctor Paint	\$ 42,760	\$ 48,722	
Interior Wood Specialties	\$ 69,868	\$ 48,102	
Precision Walls	\$ 9,130	\$ 9,562	
J & D Sprinkler	\$ 240,000	\$ 150,088	
Reynolds Plumbing	\$ 325,000	\$ 321,827	
Allred Mechanical	\$ 941,532	\$ 908,250	
Suburban Electrical Services	\$ 779,546	\$ 859,146	
BE Singleton	\$ 1,469,500	\$ 1,837,484	
East Carolina Land Services	\$ 66,000	\$ 107,034	
Total	\$ 8,021,364	\$ 8,154,364	
Subguard	\$ 112,299	\$ 114,163	
Total	\$ 8,133,663	\$ 8,268,527	
Construction Contingency	\$ 244,010	\$ 248,058	
Precon Contingency	\$ -	\$ 248,058	
Total Cost of Work Total	\$ 8,377,673	\$ 8,764,643	
CM Bonds/GL Insurance	\$ 248,273	\$ 247,242	
Builder's Risk Insurance	\$ 165,515	\$ -	
General Conditions	\$ 1,035,995	\$ 774,683	
CM Fee	\$ 517,235	\$ 515,089	
Total	\$ 10,344,890	\$ 10,301,657	

EMS#9 - Kitty Hawk			
Bid Results			
Subcontractor	Bid Results	10.30.24 Budget	
Barnhill	\$ 942,210	\$ 892,210	
CB&H Contracting	\$ 195,000	\$ 258,700	
Preferred Cleaning	\$ 3,340	\$ 4,212	
N/A	\$ -	\$ -	
Superior Concrete	\$ 241,810	\$ 171,063	
Manning Masonry	\$ 548,000	\$ 545,170	
North State Steel	\$ 103,132	\$ 123,420	
TruTek Framing Systems	\$ 154,000	\$ 161,923	
Grieme Roofing	\$ 219,200	\$ 242,574	
Mueller Builders	\$ 149,000	\$ 123,185	
Foxhill Construction	\$ 136,955	\$ 151,195	
Hardware Specialties	\$ 94,400	\$ 113,668	
Passport Door & Dock Systems	\$ 191,665	\$ 162,800	
MSJ Glass & Glazing	\$ 183,246	\$ 171,323	
Alcric Corp	\$ 544,110	\$ 380,848	
Brook Contract	\$ 130,935	\$ 127,039	
Proctor Paint	\$ 52,440	\$ 59,289	
Interior Wood Specialties	\$ 68,062	\$ 48,451	
Precision Walls	\$ 11,965	\$ 10,000	
Allied Fire Protection	\$ 99,300	\$ 81,550	
ZBZ	\$ 333,000	\$ 290,676	
Allred Mechanical	\$ 1,057,168	\$ 1,021,996	
Pitt Electric	\$ 959,000	\$ 971,145	
Hatchell Concrete	\$ 625,215	\$ 932,585	
Abermarle Landscaping	\$ 68,251	\$ 25,000	
Total	\$ 7,111,404	\$ 7,069,842	
Subguard	\$ 99,560	\$ 98,977	
Total	\$ 7,210,964	\$ 7,168,819	
Construction Contingency	\$ 216,329	\$ 215,064	
Precon Contingency	\$ -	\$ 215,064	
Total Cost of Work Total	\$ 7,427,293	\$ 7,598,947	
CM Bonds/GL Insurance	\$ 218,603	\$ 218,852	
Builder's Risk Insurance	\$ 145,736	\$ -	
General Conditions	\$ 861,420	\$ 845,137	
CM Fee	\$ 455,424	\$ 455,944	
Total	\$ 9,108,475	\$ 9,118,880	



FINAL GMP SCHEDULE OF ALLOWANCES

January 30, 2024

Dare County EMS 8

Manns Harbor, NC

ALLOW #	BID PACKAGE	ALLOWANCE AMOUNT
CM Allowance #1 - Low Voltage Cabling	BP2600	\$ -
CM Allowance #2 - BDA System	BP2600	\$ -
CM Allowance #3 - Additional Data Outlets	BP2600	\$ -
CM Allowance #4 - Site Lighting	BP2600	\$ -
CM Allowance #5 - Turnkey Alerting System Install Only	Owner Allowance	\$ 50,000
CM Allowance #6 - Sprinkler Tank and Compressor	BP2100	\$ -
CM Allowance #7 - Life and Safety	Owner Allowance	\$ 20,000
CM Allowance #8 - Permit	Owner Allowance	\$ 5,000
CM Allowance #9 - NCDOT Traffic Signals	N/A	\$ -
CM Allowance #10 - Liquid Asphalt Escalation	BP3100	\$ -
CM Allowance #11 - Unsuitable Soil	Owner Allowance	\$ 700,000
CM Allowance #12 - Trench Excavation	BP3100	\$ -
CM Allowance #13 - Open Excavation	BP3100	\$ -
CM Allowance #14 - CABC Stone	Owner Allowance	\$ 6,000
CM Allowance #15 - Curb and Gutter Replacement	Owner Allowance	\$ 4,000
CM Allowance #16 - Unsuitable Soils #57 Stone	Owner Allowance	\$ 23,750
CM Allowance #17 - Well-pointing	Owner Allowance	\$ 100,000
CM Allowance #18 - Undercut New Septic Field (additional 2')	Owner Allowance	\$ 56,700
CM Allowance #19 - Hazardous Abatement	N/A	\$ -
CM Allowance #20 - Perm Power: Transfer & Feed	Owner Allowance	\$ 75,000
CM Allowance #21 - Utility Tap/Impact Fees	Owner Allowance	\$ 25,000
CM Allowance #22 - CSCI Ice Machine(Change CSCI)	Owner Allowance	\$ 6,813
CM Allowance #23 - OSCI Laundry Equipment	Owner Allowance	\$ 16,996
CM Allowance #24 - OSCI Oxygen Equipment	Owner Allowance	\$ 18,110
CM Allowance #25 - OSCI Air Compresso	Owner Allowance	\$ 6,911
CM Allowance Post-bid (Well to be negotiated w/ BP3100)	CM Allowance	\$ 180,000
Total Owner Allowances		\$ 1,294,280



FINAL GMP ALTERNATES SUMMARY

January 30, 2024

Dare County EMS 8

Manns Harbor, NC

Alternate No.	Alternate Description	Packages Affected	Alternate Cost	Status (A/R)
PB-1A	"Best" Hardware: Cylinders & Keys	BP0800, BP0840	\$ -	A
PB-1B	"Best" Hardware: Locks and Latching	BP0800, BP0840	\$ -	A
PB-1C	"Best" Hardware: Auxiliary Locks	BP0800, BP0840	\$ -	A
CMA-01	Turnkey BDA System	BP2600	\$ 39,359.00	A
CMA-02	Overhead Doors: Provide New	BP0833	\$ 27,200.00	A
Alternates Bid Day Subtotal			\$ 66,559.00	
ACCEPTED Alternates Subtotal			\$ 66,559.00	



FINAL GMP SCHEDULE OF CM ALLOWANCES

January 30, 2024

Dare County EMS 9

Kitty Hawk, NC

ALLOW #	BID PACKAGE	ALLOWANCE AMOUNT
CM Allowance #1 - Low Voltage Cabling	BP2600	\$ -
CM Allowance #2 - BDA System	BP2600	\$ -
CM Allowance #3 - Additional Data Outlets	BP2600	\$ -
CM Allowance #4 - Site Lighting	BP2600	\$ -
CM Allowance #5 - Turnkey Alerting System Install Only	Owner Allowance	\$ 50,000
CM Allowance #6 - Sprinkler Tank and Compressor	N/A	\$ -
CM Allowance #7 - Life and Safety	Owner Allowance	\$ 25,000
CM Allowance #8 - Permit	Owner Allowance	\$ 5,000
CM Allowance #9 - NCDOT Traffic Signals	Owner Allowance	\$ 450,000
CM Allowance #10 - Liquid Asphalt Escalation	BP3100	\$ -
CM Allowance #11 - Unsuitable Soil	Owner Allowance	\$ 188,050
CM Allowance #12 - Trench Excavation	BP3100	\$ -
CM Allowance #13 - Open Excavation	BP3100	\$ -
CM Allowance #14 - CABC Stone	Owner Allowance	\$ 6,000
CM Allowance #15 - Curb and Gutter Replacement	Owner Allowance	\$ 8,000
CM Allowance #16 - Unsuitable Soils #57 Stone	Owner Allowance	\$ 23,750
CM Allowance #17 - Well-pointing	N/A	\$ -
CM Allowance #18 - Undercut New Septic Field (additional 2')	Owner Allowance	\$ 37,500
CM Allowance #19 - Hazardous Abatement	N/A	\$ -
CM Allowance #20 - Perm Power: Transfer & Feed	Owner Allowance	\$ 75,000
CM Allowance #21 - Utility Tap/Impact Fees	Owner Allowance	\$ 25,000
CM Allowance #22 - CSCI Ice Machine(Change CSCI)	Owner Allowance	\$ 6,813
CM Allowance #23 - OSCI Laundry Equipment	Owner Allowance	\$ 16,996
CM Allowance #24 - OSCI Oxygen Equipment	Owner Allowance	\$ 18,110
CM Allowance #25 - OSCI Air Compressor	Owner Allowance	\$ 6,991
Total Owner Allowances		\$ 942,210



FINAL GMP ALTERNATES SUMMARY

January 30, 2024

Dare County EMS 9

Kitty Hawk, NC

Alternate No.	Alternate Description	Packages Affected	Alternate Cost	Status (A/R)
PB-1A	"Best" Hardware: Cylinders & Keys	BP0800, BP0840	\$ -	A
PB-1B	"Best" Hardware: Locks and Latching	BP0800, BP0840	\$ -	A
PB-1C	"Best" Hardware: Auxiliary Locks	BP0800, BP0840	\$ -	A
CMA-01	Turnkey BDA System	BP2600	\$ 38,389.00	A
Alternates Bid Day Subtotal			\$ 38,389.00	
ACCEPTED Alternates Subtotal			\$ 38,389.00	



FINAL GMP SCHEDULE OF ALLOWANCES

January 30, 2024

Manteo Youth Center

Manteo, NC

ALLOW #	BID PACKAGE	ALLOWANCE AMOUNT
CM Allowance #1 - Low Voltage Cabling	Owner Allowance	\$ 43,901
CM Allowance #2 - BDA System	BP2600	\$ -
CM Allowance #3 - Additional Data Outlets	BP2600	\$ -
CM Allowance #4 - Site Lighting	BP2600	\$ -
CM Allowance #5 - Turnkey Alerting System Install Only	N/A	\$ -
CM Allowance #6 - Sprinkler Tank and Compressor	N/A	\$ -
CM Allowance #7 - Life and Safety	Owner Allowance	\$ 15,000
CM Allowance #8 - Permit	Owner Allowance	\$ 3,000
CM Allowance #9 - NCDOT Traffic Signals	N/A	\$ -
CM Allowance #10 - Liquid Asphalt Escalation	BP3100	\$ -
CM Allowance #11 - Unsuitable Soil	Owner Allowance	\$ 79,000
CM Allowance #12 - Trench Excavation	BP3100	\$ -
CM Allowance #13 - Open Excavation	BP3100	\$ -
CM Allowance #14 - CABC Stone	Owner Allowance	\$ 6,000
CM Allowance #15 - Curb and Gutter Replacement	Owner Allowance	\$ 8,000
CM Allowance #16 - Unsuitable Soils #57 Stone	Owner Allowance	\$ 23,750
CM Allowance #17 - Well-pointing	N/A	\$ -
CM Allowance #18 - Undercut New Septic Field (additional 2')	N/A	\$ -
CM Allowance #19 - Hazardous Abatement	N/A	\$ -
CM Allowance #20 - Perm Power: Transfer & Feed	Owner Allowance	\$ 75,000
CM Allowance #21 - Utility Tap/Impact Fees	Owner Allowance	\$ 25,000
CM Allowance #22 - CSCI Ice Machine(Change CSCI)	N/A	\$ -
CM Allowance #23 - OSCI Laundry Equipment	N/A	\$ -
CM Allowance #24 - OSCI Oxygen Equipment	N/A	\$ -
CM Allowance #25 - OSCI Air Compressor	N/A	\$ -
Total Owner Allowances		\$ 278,651



FINAL GMP ALTERNATES SUMMARY

January 30, 2024

Manteo Youth Center

Manteo, NC

Alternate No.	Alternate Description	Packages Affected	Alternate Cost	Status (A/R)
G1	DEDUCT: Building Fluid Applied Air Barrier	790	\$ (18,000.00)	A
YC-A	ADD: Additional Concrete Admixture Product similar or equal to xypex product.	390	\$ 6,259.00	A
PB-1	Door hardware by Best	800, 840	\$ -	A
G1	ADD: Building Wrap	925	\$ -	A
ALT-1	ADD: Turnkey BDA System	2600	\$ 37,886.00	A
Alternates Bid Day Subtotal			\$ 26,145.00	
ACCEPTED Alternates Subtotal			\$ 26,145.00	



Public Hearing on the Series 2024 Limited Obligation Bonds and the Capital Projects to be Financed Thereby

Description

The Board called for a Public Hearing at the February 5 meeting. The Notice was published on February 8 and is attached.

The Board is to hold the public hearing on the Series 2024 Limited Obligation Bonds and the 2024 Projects (Manteo Youth Center, Kitty Hawk EMS station, and Manns Harbor EMS station) - specifically "regarding the execution and delivery of the First Amendment and the 2024 Projects financed thereby".

Board Action Requested

Hold Public Hearing.

Item Presenter

David Clawson, Finance Director

NOTICE OF PUBLIC HEARING

The County of Dare (the “County”) previously entered into an Installment Financing Contract, dated as of May 1, 2023 (the “2023 Contract”), with Dare County Public Facilities Corporation (the “Corporation”) as part of a plan to finance the construction, renovation and improvement of various County facilities including (a) a new youth center in the Town of Manteo (the “Youth Center”), (b) a County EMS station in the Town of Kill Devil Hills and a fire station on behalf of the Town of Kill Devil Hills (the “KDH Facility”), (c) various EMS and public safety stations throughout the County (collectively, the “EMS Stations”), and (d) a new airport hangar for Dare MedFlight, including crew quarters (the “Hangar” and collectively with the Youth Center, the KDH Facility, and the EMS Stations, the “Projects”). The County has already financed pursuant to the 2023 Contract a portion of the Projects, including the KDH Facility, a County EMS Station in Southern Shores and the Hangar.

To continue the plan of finance described above, the Board of Commissioners of the County will consider authorizing the County to execute and deliver an amendment to the 2023 Contract (the “First Amendment” and together with the 2023 Contract, the “Contract”) in an aggregate principal amount currently estimated not to exceed \$28,500,000 to finance (1) the construction and equipping of the Youth Center and County EMS Stations in Manns Harbor and Kitty Hawk (collectively, the “2024 Projects”), and (2) pay the costs incurred in connection with the execution and delivery of the First Amendment.

To secure its obligations under the Contract, the County granted a security interest in the site of the KDH Facility and the real estate improvements thereon and appurtenances thereto (collectively, the “Mortgaged Property”) pursuant to a Deed of Trust, Security Agreement, and Fixture Filing, dated as of May 1, 2023 (the “Deed of Trust”). The KDH Facility is located at 1630 North Croatan Highway, Kill Devil Hills, North Carolina 27948. In connection with the First Amendment, the County is considering adding other portions of the Projects to the security interest granted under the Deed of Trust, including the site of the County EMS Station located at 6677 Highway 64/264, Manns Harbor, NC 27953, although others may be used.

The Contract and the Deed of Trust permit the County to enter into amendments to finance additional projects and refinance projects using the Mortgaged Property as collateral and the County may or may not grant additional collateral in connection with such amendments. The County expects to finance additional Projects pursuant to the Contract and the Deed of Trust at a later time. On the County’s payment of all installment payments due under the Contract, including any future amendments to finance additional projects or refinance projects, the lien created in the Mortgaged Property will terminate and any security interest granted under the Deed of Trust will be released.

NOTICE IS HEREBY GIVEN, pursuant to Sections 160A-20 of the General Statutes of North Carolina, that on March 4, 2024 at 9:00 a.m., or as soon thereafter as practicable, in the Board of Commissioners’ Meeting Room, Dare County Administration Building, 954 Marshall C. Collins Drive, Manteo, North Carolina 27954, a public hearing will be conducted concerning the approval of the execution and delivery of the First Amendment and the County’s financing of the 2024 Projects. All interested parties are invited to present comments at the public hearing regarding the execution and delivery of the First Amendment and the 2024 Projects to be financed thereby. Any person wishing to comment in writing should do so between the date of publication of this notice and the start of the public hearing by submitting comments to the County of Dare, Dare County Administration Building, 954 Marshall C. Collins Drive, Manteo, North Carolina 27954, Attention: Clerk to the Board of Commissioners, or cheryl.anby@darenc.com.

/s/ Robin Skyler Foley
Clerk to the Board of Commissioners
County of Dare, North Carolina

Published: February 18, 2024



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

Description

Please see the attached Item Summary.

Board Action Requested

Adopt Resolution

Item Presenter

David Clawson, Finance Director

ITEM SUMMARY: RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

The attached Resolution is the second step to issue the Series 2024 Limited Obligation Bonds. The debt will be an issue of twenty-year, publically sold bonds on May 8, 2024.

The debt issuance will provide financing for:

- New construction of a Manteo Youth Center;
- New construction of a Kitty Hawk EMS Station; and
- New construction of a Manns Harbor EMS Station.

The financing will be in the form of an amendment to last year's 2023 Installment Financing Contract (Series 2023A Limited Obligation Bonds) that pledged the Kill Devil Hills property & EMS/Fire Station as collateral.

The Board resolutions and documents will be worded so that if needed, debt proceeds may be used between projects, and any project savings and/or interest income greater than budgeted may be used for Phase Two or Three projects.

The Resolution uses a not to exceed amount of \$28,500,000, which allows for a margin of safety for original issue discount at the bond sale (the bonds could be sold at less than par value if preferred by institutional buyers). The current estimated interest rate is at a True Interest Cost of 3.57%.

The Public Hearing for the bonds was held March 4 prior to this agenda item. The Board will adopt the Approving Resolution on April 1. Bond approval will be on the LGC May 7 agenda. The bond sale date is May 8 with the closing on May 29. The Dare County Public Facilities Corporation will also meet and adopt a Corporate Resolution on April 1.

The Resolution states:

- It is in the best interest of the County to enter into Amendment Number One to the 2023 Installment Financing Contract to finance the Projects. Pledging other project properties, if necessary, is allowed under that Contract.
- The Projects are essential to the County, and the County can finance them at favorable interest rates;
- The financed amount will not exceed \$28,500,000;
- The use of the amendment to the installment financing contract for the financing vehicle is preferred and is the more cost and time efficient option;
- An increase in property taxes, if any, will not be excessive - *there is no property tax increase necessary to finance the projects per the debt affordability model*;
- The County's taxing power is not pledged for the financing;
- The County is not in default under any of its debt service obligations;
- The County's budget process is in compliance with the Local Government Budget and Fiscal Control Act;
- Per past audit reports, the County has been in compliance with the law and has not been censured by the LGC, external auditors, or other regulatory agencies; and

- A public hearing was held on the financing on March 4, 2024.

The Resolution:

- Authorizes the County Manager and Finance Director or designees to proceed with the Contract Amendment for a principal amount of not to exceed \$28,500,000 under NCGS 160A-20;
- Directs the Finance Director or designee to file an application with the LGC;
- Authorizes and directs the Finance Director to retain Parker Poe Adams & Bernstein as bond counsel, DEC Associates as financial advisor, the Bank of New York Mellon Trust Company as trustee, and Piper Sandler & Co. as underwriter (PNC Capital Markets will be co-underwriter).

Board Action Requested: Adopt the Initial Resolution.

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

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

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

WHEREAS, the Board of Commissioners of the County (the “*Board*”) has previously determined that it is in the best interest of the County to engage in a long-term plan to finance (a) the construction of a new youth center in the Town of Manteo (the “*Youth Center*”), (b) the construction of a replacement County EMS station in the Town of Kill Devil Hills and a fire station on behalf of the Town of Kill Devil Hills (the “*KDH Facility*”), (c) the construction, renovation, and improvements to various EMS stations throughout the County (collectively, the “*EMS Stations*”), (d) the construction of a new airport hangar for Dare MedFlight, including crew quarters (the “*Hangar*”), and (e) other projects that may be identified as part of the County’s future capital improvement plans (collectively, the “*Projects*”);

WHEREAS, as part of its plan to finance the Projects, the County has previously entered into an Installment Financing Contract, dated as of May 1, 2023 (the “*2023 Contract*”), with Dare County Public Facilities Corporation (the “*Corporation*”) to finance a portion of the projects, including the KDH Facility, a County EMS Station in Southern Shores and the Hangar;

WHEREAS, to secure its obligations under the 2023 Contract, the County executed and delivered a Deed of Trust, Security Agreement and Fixture Filing dated as of May 1, 2023 (the “*Deed of Trust*”) granting a security interest in the site of the KDH Facility and the real estate improvements thereon and appurtenances thereto;

WHEREAS, the Corporation has determined to assist the County with financing the Projects by the issuance of its Limited Obligation Bonds in one or more series;

WHEREAS, to continue its plan to finance the Projects, the Board hereby determines that it is in the best interest of the County to enter into Amendment Number One to the Installment Financing Contract (the “*First Amendment*”) with the Corporation to finance the construction and equipping of the Youth Center and County EMS Stations in Manns Harbor and Kitty Hawk (the “*2024 Projects*”);

WHEREAS, the County hereby determines that the 2024 Projects are essential to the County’s proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the 2024 Projects will provide an essential use and will permit the County to carry out public functions that it is authorized by law to perform; and that entering into the First Amendment is necessary and expedient for the County by virtue of the findings presented herein;

WHEREAS, the County hereby determines that the First Amendment allows the County to finance the 2024 Projects and take title thereto at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the County;

WHEREAS, the County hereby determines that the estimated cost of financing the 2024 Projects is an amount not to exceed \$28,500,000, and that such cost of the 2024 Projects exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of financing the 2024 Projects pursuant to the First Amendment is expected to exceed the cost of financing the 2024 Projects pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of financing the 2024 Projects pursuant to the First Amendment and the Deed of Trust and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of the 2024 Projects; and (3) no revenues are produced by the 2024 Projects so as to permit a revenue bond financing;

WHEREAS, the County has determined and hereby determines that the estimated cost of financing the 2024 Projects pursuant to the First Amendment reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the County anticipates that any property tax increase, if necessary, to pay installment payments falling due under the First Amendment will not be excessive;

WHEREAS, Parker Poe Adams & Bernstein LLP, as bond counsel ("*Bond Counsel*"), will render an opinion to the effect that entering into the First Amendment and the transactions contemplated thereby are authorized by law;

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

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

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

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

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

WHEREAS, the Board hereby determines that all findings, conclusions and determinations of the Board in this Resolution are subject to modification or affirmation prior to the execution and delivery of the First Amendment.

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

Section 1. **Authorization to Negotiate the First Amendment.** The County Manager and the Deputy County Manager/Finance Director, individually and collectively, with advice from Bond Counsel, are hereby authorized and directed to proceed and negotiate on behalf of the County to finance the 2024 Projects for a principal amount not to exceed \$28,500,000 under the First Amendment to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina.

Section 2. **Application to LGC.** The Deputy County Manager/Finance Director, or his designee, is hereby directed to file with the LGC an application for its approval of the First Amendment and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the County and its financial condition as may be required by the LGC.

Section 3. **Direction to Retain Professionals.** The Deputy County Manager/Finance Director is hereby authorized and directed to retain the assistance of Parker Poe Adams & Bernstein LLP, as bond counsel; DEC Associates, Inc., as financial advisor; The Bank of New York Mellon Trust Company, N.A., as trustee, and Piper Sandler & Co., as underwriter. The Deputy County Manager/Finance Director is hereby authorized to retain such other professionals as he deems necessary in his judgment to carry out the transaction contemplated in this Resolution.

Section 4. **Repealer.** All motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 5. **Effective Date.** This Resolution is effective on the date of its adoption.

Adopted this the 4th day of March, 2024.

Robert Woodard, Chairman

Attest:

Robin Skyler Foley, Clerk to the Board

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

I, *Robin Skyler Foley*, Clerk to the Board of Commissioners of the County of Dare, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**” duly adopted by the Board of Commissioners of the County of Dare, North Carolina at a meeting held on the 4th day of March, 2024.

WITNESS my hand and the corporate seal of the County of Dare, North Carolina, this the ___ day of March, 2024.

(SEAL)

Robin Skyler Foley
Clerk to the Board of Commissioners
County of Dare, North Carolina



Consent Agenda

Description

1. Approval of Minutes (February 5th, 2024)
2. Tax Collector's Report
3. Dare County Farm Lease
4. Audit Contract for the Fiscal Year to End of June 30th, 2024
5. Government Education Access Channels 2024-2025 Proposed Budget
6. Lease Agreement for State Highway Patrol Office Space
7. Outer Banks Tennis Association - Parks and Recreation MOU
8. DHHS-Public Health Division - Medicaid Managed Care Budget Amendment

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager



Approval of Minutes

Description

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

Board Action Requested

Approve Previous Minutes

Item Presenter

Robert Outten, County Manager



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., February 5th, 2024

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

Commissioners absent: None

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

At 9:04 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Gaye Morris to share a prayer, and then he led the Pledge of Allegiance to the flag.

Chairman Woodard announced that the meeting was unable to be livestreamed due to technical difficulties and recognized Superintendent Steve Basnight, and Ron Payne from the Board of Education.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

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

- Announced that the State of the County Event was successful and it can be viewed on the Dare County Website.
- Spoke at the Leadership OBX Session and stated that a great group of individuals attended.
- Announced that February 4th – 10th is National Burn Awareness Week.
- Reported that the first Housing Task Force meeting took place on January 23rd and felt that it was a very productive meeting. Moving forward, the Task Force will convene on the third Tuesday of every month.
- Vice-Chairman Overman and himself attended Representative Murphy’s 3rd annual WATERS Summit in Greenville on January 23rd. He stated that during the event, they had the opportunity to learn about successful strategies that were implemented across the state for mitigating the impacts of flooding. Additionally, there were many experts that shared their insights and knowledge on various aspects of flood and water issues.

ITEM 2 – EMPLOYEE OF THE MONTH – February 2024

Eileen Proctor received the Employee of the Month award from Jack Scarborough who described the many ways that she is an asset to the Communications Department.

ITEM 3 – EMPLOYEE OF THE YEAR – 2023

Dustin Peele, Purchasing and Special Projects Manager, received the Employee of the Year Award introduced by Elizabeth Reilly, Dare’s Human Resources Director. She stated Dare County employees “are our number one asset”. Mr. Dave Clawson presented the award and stated that Dustin does his job extremely well and that he could not do it better.

ITEM 4 – PUBLIC COMMENTS

At 9:23 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which may be viewed in their entirety in a video on the County website:

No one responded to the invitation to address the Board.

The County Manager closed Public Comments at 9:24 a.m.

ITEM 5 – PUBLIC HEARING – AVON ZONING MAP AMENDMENT (Att. #1)

Mr. Gillam explained that a zoning map amendment application was submitted by Dale Petty of Surf and Sound Realty and John Robert Hooper for their properties located adjacent to Westerly Lane in Avon. The parcels are currently zoned R2-A Alternative Medium Density. The applicants are requesting to have their parcels rezoned C-2 Commercial. He explained that this amendment would give Mr. Petty the opportunity to expand his real estate office and construct a storage warehouse that would help facilitate his offices and rental properties.

At 9:25 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:

1. Bobbie Gray – expressed her strong opposition to the Avon Zoning Map Amendment.

There were no comments made in Buxton.

The County Manager closed the Public Hearing at 9:32 a.m.

A full and complete account of the Board’s discussion on this agenda item is archived on a video that is available for viewing on the Dare County website www.darenc.com.

Commissioner Bateman inquired if the Board could specify a buffer. Mr. Gillam responded that in the C-2 zone, anytime a commercial use abuts a residential use there is a buffer requirement. Additionally, if the rezoning were to be approved, Mr. Petty’s use would trigger a special use permit as well which would also allow another level of review to implement conditions. Mr. Gillam also noted that the property’s current zoning designation (R2-A) does

afford commercial uses including fish houses, real estate offices, camp grounds, and bed and breakfasts.

Commissioner Couch clarified that the flooding is Pamlico Sound related vs. ocean related due to "First Creek" running from the shore side and it essentially makes the village of Avon an island.

Mr. Petty informed the Board that they are trying to expand their operation in Avon which requires additional space. He noted that when the rezoning was completed in Avon, they split the zoning of the parcel.

Chairman Woodard explained that the parcel looked heavily vegetated and raised a request to the applicant to consider only removing the footprint of the building and preserving the remaining live oaks. The applicant expressed willingness to comply and stated that it is their preference to retain as much vegetation as possible.

Commissioner Couch provided additional information, stating that Avon is rapidly becoming the largest village among the seven unincorporated villages. Operations are exceeding capacity and the season is approaching. If the rezoning was to be approved while implementing some type of buffer, it could be a favorable outcome for the applicant and Ms. Gray.

MOTION

Commissioner Couch motioned to adopt the Petty/Hooper Zoning Map Amendment which reclassified parcels 01471200 and 014722000 in Avon, NC from R2-A Alternative Medium Density Residential to C-2 Commercial.

Commissioner Basnight and Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 6 – OLDER ADULT SERVICES ADVISORY COUNCIL ANNUAL REPORT

Chairperson Mary Pendill and Vice-Chairman Maggie Dennis gave the annual report and highlighted that they updated their Bylaws, the Council started rotating their meetings between all three centers, and the requests for transportation vans dedicated to the Baum and Fessenden Center became a reality. In addition, each facility is able to offer active living programs everyday and there has been growth in senior fitness.

ITEM 7 – RESOLUTION TO SPONSER THE SOUTHERN HATTERAS ISLAND OFFSHORE SAND ASSESSMENT STUDY (Att. #2)

Barton Grover explained that the North Carolina Department of Environmental Quality Division of Water Resources is now accepting applications for the Coastal Storm Damage Mitigation Fund. This fund can only be used for costs associated with beach nourishment or other projects designed to mitigate or remediate coastal storm damage to ocean beaches and dune systems of the state. This fund provides a 50% match.

Dare County's grant application would propose identifying sand sources for future beach nourishment events in Avon and Buxton. This would require vibracores and surveys of offshore sites to be performed and permit coordination with designated agencies. Total cost \$500,000. Dare County match \$250,000. Mr. Grover noted that the beach nourishment fund has sufficient funding for proposed project.

Commissioner Ross brought up the concept of sand shifting and further questioned the accuracy in us knowing that all the sand wouldn't move twenty miles south in two years. Mr. Outten responded that he does not have an answer for a two-year time frame, but he clarified that in the five-year timeframe we conduct surveys before and after each event which results in us to be able to determine the status of the sand both before and after it is moved.

MOTION

Vice-Chairman Overman motioned to adopt the Resolution to Sponsor the Southern Hatteras Island Offshore Sand Assessment Study.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

ITEM 8 – RESOLUTION REQUESTING THAT THE NORTH CAROLINA MARINE FISHERIES COMMISSION HOLD A QUARTERLY MEETING IN DARE COUNTY EACH YEAR (Att. #3)

Commissioner Steve House explained that the North Carolina Marine Fisheries Commission holds quarterly meetings and according to their statutes it is mandatory to have at least three of their meetings in the designated areas of coastal North Carolina. He further clarified that that no meeting has taken place in Dare County since 2018. He also reported that the NC Northern Regional Advisory Committee passed a motion for the NCMFC to hold a meeting in Dare County which helps solidify Dare County's position.

MOTION

Commissioner House motioned to adopt the Resolution Requesting that the North Carolina Marine Fisheries Commission Hold a Quarterly Meeting in Dare County Each Year.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 9 – RESOLUTION OPPOSING STRIPED MULLET FISHERY MANAGEMENT PLAN DRAFT AMENDMENT 2 DUE TO OUTDATED, UNRELIABLE DATA (Att. 4)

Commissioner Steve House shared the striped mullet fishery has a Management Draft for Amendment 2 to further regulate this fishery. He attended an advisory council meeting where this issue was being discussed, and he expressed that he was alarmed. His primary concern is that the data used to support this proposal was gathered solely from 2019. Unfortunately, data collection was not possible in 2020 and 2021 due to the Governor's State of Emergency, which limited the activities of Marine Fisheries, including their ability to conduct sample studies and gather up-to-date information. He further explained that it is important to note that the striped mullet species has a relatively short maturation period, with them being able to spawn and reach maturity in just two years. Therefore, the data from 2019, which is being used as the basis for the proposed restrictions, may no longer accurately represent the current state of the striped mullet population in our waters.

MOTION

Commissioner House motioned to adopt the Resolution Opposing Striped Mullet Fishery Management Plan Draft Amendment 2 Due to Outdated, Unreliable Data.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 10 – A REQUEST TO PERMANENTLY CLOSE AN UNIMPROVED PORTION OF WASHINGTON ST. IN MANTEO (Att. 5)

Mr. Gillam addressed the Board and stated that a request has been made to permanently close a portion of the unimproved extension of the road known as Washington Street on Roanoke Island located between First Street and N US 64/264 Highway, and north of Barlow Street. He stated that the Board needed to adopt the Resolution and schedule public hearing for March 4th.

MOTION

Commissioner Bateman motioned to schedule a Public Hearing for 9:00 a.m. March 4th, 2024.

Commissioner House seconded the motion.

MOTION

Chairman Woodard made a motion to include the approval of the Resolution Declaring its intent to Permanently Close a Portion of the Unimproved Extension of the Dare County Public Road known as Washington Street.

Commissioner Couch seconded.

VOTE: AYES unanimous

ITEM 11- DARE COUNTY SCHOOLS EARLY COLLEGE

A full account of the Board's discussion and action on this item is archived on a video that is available for viewing on the Dare County website. Following is a brief synopsis—

Mr. Outten addressed the Board and explained that after nearly two years or more a possible decision has been made about the Early College. Initially, we considered using the old COA Building on Russell Twiford Road and use the existing Building B (newer building) in its current state and renovating Building A (older building.) However, upon architect's examination, we have discovered that the renovating the facility to meet current building code would cost more than anticipated, amounting to 2.6 million dollars. Furthermore, it was determined that the older building could not be brought up to code at a reasonable cost, with a complete renovation costing a total of 17 million dollars. On the other hand, constructing a new building would cost 21 million dollars. The CIP Committee has recommended that we construct a new building at the new COA campus, considering that we have a designated funding source for school construction. The School Board has verified that the planned growth in the future does not raise any concerns in regards to necessary expansions in any of the current schools. He emphasized that the allocated funds can only be used for the physical infrastructure of our schools, namely bricks and mortar.

Superintendent Basnight further explained the benefits and importance of the Early College. He also informed the Board on how students would qualify to participate in the program.

Mr. Outten noted that COA is enthusiastic about the Early College being constructed on their campus and the Town of Manteo has also expressed excitement.

Chairman Woodard exited the room at 10:36a.m. He returned at 10:39a.m.

MOTION

Commissioner House motioned to move forward with the proposal of the Early College Project on the COA Campus.

Commissioner Basnight and Commissioner Ross seconded the motion.

VOTE: AYES unanimous

Mr. Outten stated that with the approval of the Early College the next step is to get an RFQ together to get an architect involved to start the programming process.

MOTION

Vice-Chairman Overman motioned to authorize an RFQ to be sent out for the Early College. Commissioner House seconded the motion.

VOTE: AYES unanimous

The Board recessed at 10:45 a.m., they reconvened at 10:55 a.m.

ITEM 12 – DARE GUARANTEE SCHOLARSHIP

Commissioner Bateman emphasized the significance of education for individuals that are suffering from alcohol or substance abuse. He highlighted that education plays a pivotal role in helping these individuals reclaim their lives, and gain back respectability within the community. He also shared that the cost of holding someone in the Manteo jail is \$137 per day, which amounts to nearly \$50,000 per year. Considering this information, he believes it would be wise to allocate funds towards educating the individuals that are in Dare Challenge and Recovery Court.

Chairman Woodard expressed that the Board created this scholarship to help our citizens, especially the children, get an education. He questioned if majority of the individuals in Recovery Court or Dare Challenge were actual Dare County residents. Commissioner Bateman responded that approximately 60% of Dare Challenge participants and majority of the participants in Recovery Court are Dare County residents.

Mr. Outten clarified that there are a number of factors that determine someone's residency. He further explained that the Board can define the residency requirements for the scholarship how they want to define it because they are establishing the ground rules for it. He also noted that Mr. John Hunley, COA Administer for the scholarship, stated the only concern he had with it was the residency requirement. He then explained that these individuals would already be eligible under the current rules, but if you were going to open it to folks that were not Dare County residents who participated in either one of these programs then you would have to make a change to the ground rules.

Mr. Outten addressed Commissioner Bateman and said if they were to keep the residency requirements as is and the individuals do in fact live at the Dare Challenge facility, that solves the residency problem. The only other issue would be is there anyone going through Recovery Court who is not a Dare resident and are we trying to make that person who happened to go to court here eligible for use of our tax dollars for their education. Commissioner Bateman believes that majority of the individuals participating in Recovery Court are Dare County residents.

Commissioner Bateman expressed that he agrees that the individuals need to be a Dare resident and that he just wants to be able to enable as many people as possible to get an education and have the opportunity to go to that next level in their lives.

Mr. Outten stated that if we find out later that we are excluding a population that we want to include we can always come back later and change it.

MOTION

Commissioner Bateman made a motion to approve that graduates of Dare Challenge and graduates of the Recovery Court Program, who are Dare County residents, are eligible for the Dare Guarantee Scholarship.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 13 – MANNS HARBOR – TRAFFIC SAFETY

The County Manager explained that for a number of years residents from Manns Harbor have been trying to work with DOT to lower the speed limit as you exit the bridge and enter Manns Harbor. While they have previously made both successful and unsuccessful attempts, they are now asking the Board for assistance in achieving some of their goal of enhancing safety.

Robin Mann was present on behalf of the Manns Harbor Civic Association, she exclaimed that they had concerns over the increasing amount of speeding traffic through the busy intersection and the safety of all individuals who use the road. She noted that the posted speed limit in this area is 40 mph, but very few motorists adhere to that speed limit. She stated that conversations with DOT have resulted with the placement of the new message board alerting motorist to slow down. This change has received positive feedback from the community. Furthermore, The National Park Service and the Tourism Board have informed them that the visitor numbers have increased over the past five years to record breaking numbers and majority of them are traveling in from the Manns Harbor area. She asked the Board for support on the following proposed modifications.

- Installation of message boards for traffic approaching from the west and eastbound lanes, indicating "Slower Speeds Ahead" and a board showing the motorist speed with reminders of the slower speed limit.
- A flashing "Lower Speed Limits Ahead" sign installed on the westbound lane railing of the Virginia Dare Bridge.
- Lower the posted speed limit through the commercially-zoned four-lane intersection from 40 mph to 35 mph. With strict enforcement from combined efforts with the Dare County Sheriff's Office and the NC Highway Patrol, the message will soon become abundantly clear that slower speeds through Manns Harbor will continue to be enforced.
- More frequent trimming of trees and shrubs on either side of the four-lane near the west end of the Virginia Dare Bridge which can restrict or hamper visibility.

The Board had a lengthy discussion on possible solutions and formed a consensus to send a letter to DOT supporting the Manns Harbor Civic Associations proposed modifications and Chairman Woodard stated that he will meet with the Dare County's Transportation representative to get his support.

ITEM 14 – LEASE AGREEMENT – COUNTY OF DARE TO TOWN OF KITTY HAWK

Mr. Outten explained that the County will be constructing a new EMS Station in the Town of Kitty Hawk. To facilitate this project, the county has acquired a property on the bypass from the Town of Kitty Hawk, in which he has the deed in his office. In order to proceed with the construction, there is a lease agreement that needs to be approved which involves the Town of Kitty Hawk receiving a fire truck bay in exchange for providing us with the property. The

length of the lease is 40-years. There are provisions within the lease that allows the county to do the financing and handle the maintenance.

MOTION

Commissioner House motioned to approve the Lease Agreement to the Town of Kitty Hawk. Commissioner Couch and Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 15– CONSENT AGENDA

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

MOTION

Commissioner Couch motioned to approve the Consent Agenda:

- 1) Approval of Minutes (01.02.24) (**Att. #6**)
- 2) Tax Collector’s Report
- 3) Revision to the Board of Commissioner List of 2024 Meeting Dates (**Att. 7**)
- 4) FY2024 Transportation Department’s Drug and Alcohol Testing Policy
- 5) Stumpy Point Volunteer Fire Department – Firefighter Relief Board Appointment
- 6) Amendment to Capital Project Ordinance & Budget Amendment for Capital Investment Funds for Manteo and Frisco EMS Stations
- 7) NC 911 Board Portable Radio PSAP Grant
- 8) DHHS – Division of Social Services – YoungWilliams Contract Agreement Amendment
- 9) DHHS – Public Health Division – Bridge Access Program Funding for COVID-19 Vaccines

Commissioner House and Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 16– BOARD APPOINTMENTS

1) Land Transfer Tax Appeals Board

Commissioner Couch motioned to appoint Dylan Tillett.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

2) Veterans Advisory Council

Vice-Chairman Overman motioned to appoint Lisa Lloyd.

Commissioner House seconded the motion.

VOTE: AYES unanimous

3) Older Adult Services Advisory Board

Chairman Woodard motioned to appoint Commissioner Bea Basnight.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

4) Planning Board

Chairman Woodard motion to appoint John DeBoy as Chairman.

Vice Chairman Overman and Commissioner House seconded the motion.

VOTE: AYES unanimous

Vice-Chairman Overman motioned to reappoint David Hines.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Vice-Chairman Wally Overman motioned to appoint Eddie Twyne.
Commissioner Ross seconded the motion.

VOTE: AYES unanimous

5) Albemarle Commission-Board of Directors

Rob Ross motioned to appoint Chairman Bob Woodard.
Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

6) Upcoming Board Appointments

The upcoming Board appointments for March, April, and May, 2024 were announced.

ITEM 17 – 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:

The Clerk exited the room at 11:22 a.m., she returned at 11:25 a.m.

Commissioner Couch

- Pleasantly surprised to hear that a project can be done in Rodanthe, there was already over wash on the road while he was traveling to the meeting.
- Stated that there is a lot of heated discussion right now on how to deal with flood water resiliency.
- With the closing of Seagull St. in Rodanthe the first of several houses had begun getting moved, which has been a fascinating process.
- Acknowledged the lives of Sharon Peele Kennedy and former Chairman Bobby Owens.

Commissioner Basnight

- Congratulated the Employee of the month, Eileen Proctor and the Employee of the Year, Dustin Peele.
- Stated that so many people have commented on how wonderful the State of the County event was.
- Announced that several of the Board members attended the Martin Luther King Celebration and elaborated on how wonderful the Elizabeth City State Choir was.
- Expressed her excitement about the Early College.

Commissioner Ross

- February 9th, the Dare Education Foundation is hosting an annual fundraiser event called “Duelling Pianos” at 108 Budleigh at 6:00 p.m.
- On February 8th, he will be meeting with a new group “The Friends of Jockeys Ridge” and they are preparing for the 50th Anniversary Celebration of Jockey’s Ridge State Park being a state park in 2025.
- On March 9th there will be a Polar Plunge to benefit Special Olympics which is coordinated through the Virginia Tillett Center and Mary Pendill.
- On February 13th at 4:00 p.m. the Outer Banks Community Foundation is holding a grand opening of their new office facility in Manteo at 704 Hwy. 64.

Commissioner House

- Expressed what an excellent production the State of the County was and stated that he has had many individuals give complements and express gratitude.
- Recognized the lives of three individuals, Former Chairman Bobby Owens, Sharon Peele Kennedy, and Assistant Fire Chief for Kitty Hawk Fire Department, Justin Water.
- Stated that there is a vacant seat on the Oregon Inlet Task Force and that Captain Greg Mayer has expressed interest.

MOTION

Commission House made a motion to appoint Capt. Greg Mayor to the Oregon Inlet Task Force.

Commissioner Bateman seconded.

VOTE: AYES unanimous

- Our Day in History: In 1789 a Unanimous Vote of the US Electoral College elected General George Washington to be the first President of the United States of America.
- Pet of the Week: Lindsay Sterling, a one-year-old domestic cat, was shown and is available for adoption at the SPCA.

Vice-Chairman-Overman

- Expressed gratitude to the Employee of the Month, Eileen Proctor and Employee of the Year, Dustin Peele.
- Announced that Dr. Peele's Dentist Office is participating in the "Give Kids a Smile" campaign and will be offering free dental services to children K-12 on Friday, February 23rd, 2024 at 2038 NC Hwy 345, Wanchese.

Commissioner Bateman

- Also acknowledged the lives of three individuals, Former Chairman Bobby Owens, Sharon Peele Kennedy, and Assistant Fire Chief for Kitty Hawk Fire Department, Justin Water.

Chairman Woodard Congratulated Dustin Peele on his Employee of the Year award and reminisced on some of the wonderful times he had with former Chairman Bobby Owens.

MANAGER'S/ATTORNEY'S BUSINESS

Mr. Outten

- Mr. Outten explained that under the county's Budget Rules, he has the authority to move money from one department to another, but when he does he has to report to the Board. He reported that \$250,020 was moved from the Maintenance and Repair Line in Buildings and Grounds to the Parks and Recreation Field Improvement Line for the First Flight Field Repairs.
- Mr. Outten referenced the January Board Meeting regarding the Sanitation Department having issues with staffing the driver positions. There are 17 CDL Driver positions when fully staffed, three are currently vacant, two are out on workers comp, and two are eligible to retire at any time. We are getting by with the twelve employees we currently have working, but the season is approaching which is a cause for concern.

A summary of the proposed options to help this situation are listed below:

- Contracting Out– The advantage of contracting out is that it gets us out of the Sanitation Business. However, there are many cons with this solution. Firstly,

we must think about the cost with the distance to Hatteras. Secondly, even if we manage to secure a favorable contract initially, once we terminate our involvement in Sanitation, including the elimination of employees and disposal trucks, we become vulnerable in negotiating subsequent contracts. Lastly, we explored the possibility of contracting out specific areas, but this would result in increased rates for certain citizens.

- Salary – We have given raises based on the salary study, however, we are still seven to ten thousand dollars behind the Town of Nags Head on what we pay our sanitation drivers. Our Human Resources Department ran numbers to determine what it would cost the cost of bringing our staff's salaries in line with those of the Town of Nags Head. We also considered adjusting the salaries of employees who have been with us for a longer period to maintain the existing wage structure, so that everyone is not making the same amount. Mr. Outten stated that he reviewed the numbers and provided details on potential salary adjustments. He stated that from his perspective to keep the compression right and to keep the county in tune with the other municipalities it would cost the county \$235,000 a year. If we were to start on March 1st, it would cost \$80,000 for the rest of this budget year and then in the next budget we would have to allocate \$235,000 more in the budget. He stated that he feels that this would make our positions attractive and could be successful in keeping employees because we do have overtime opportunities.
- The county has already implemented hiring non-CDL drivers, and pay them a salary and send them to CDL School. Once they graduate and come to work for us they will receive a raise.
- Lastly, there are other CDL Drivers within the county, and in case of an emergency, we would like to use those drivers but give them a paid differential when they are moved to drive the trash truck.

Commissioner Bateman asked if the \$235,000 would match KDH and Nags Head and would it be to the county's advantage to go beyond that? Mr. Outten responded yes it matches, but if we were to go to \$55,000 and the Town of Nags Head loses a driver to us, they are going to raise their salary up \$5,000, so he hopes that if we keep it even their employees will not come here and our employees will not go there.

Vice-Chairman Overman stated that the county needs to adopt a policy to prevent from losing drivers to a municipality. Chairman Woodard expressed interest in a sign-on bonus, Mr. Outten replied that although the matter hasn't been looked into yet, it is could be something worth considering. He further noted that in the past, we haven't offered sign-on bonuses to other struggling departments.

MOTION

Vice-Chairman Overman motioned to support the points cited by the County Manager in order to help with the hiring and maintaining of Sanitation Drivers.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

- Mr. Outten stated that the Board needed to schedule a Public Hearing on March 4th, 2024 for the Phase 3 Bonds.

MOTION

Vice-Chairman Overman made a motion to schedule the Public Hearing on March 4th, 2024 for the Phase 3 Bonds.

Commissioner House seconded the motion.

VOTE: AYES unanimous

- Mr. Outten asked the Board to give him the authority to adjust or waive building permit fees for individuals whose permits have expired within a 30-days.

MOTION

The Board voted unanimously to approve giving the County Manager authority to adjust or waive building permit fees within a 30-day window of a building permit expiring.

Mr. Outten noted that this has been approved, but he is going to look into seeing if it needs to wait and be done in the budget ordinance.

Chairman Woodard exited the room at 11:49 a.m., he returned at 11:52 a.m.

Dorothy Hester: Announced that they are working to confirm the date for the Ribbon Cutting and Open House for the Southern Shores EMS Station. It is tentatively scheduled for March 15th.

Dave Clawson -- None

ITEM 18 CLOSED SESSION

The Manager asked for a Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the County in order to preserve the attorney-client privilege; and pursuant to NCGS 143-318.11(a)(5) to instruct the County staff, or negotiating agents, concerning the position to be taken by or on behalf of the County in negotiating the price and other material terms of a contract, or proposed contract, for the acquisition of real property, and to approve the minutes of the last Closed Session.

MOTION

Commissioner Couch motioned to go into Closed Session pursuant to the provisions of the North Carolina General Statutes cited by the County Manager.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 12:05p.m., the Commissioners exited the room to meet in Closed Session. They reconvened at 12:34 p.m. and Mr. Outten reported that during the Closed Session the Board approved previous Closed Session Minutes, gave the County Attorney advice on the negotiating agents on behalf of the county on the acquisition of the Davidson property, and discussed the Baker McKenzie Settlement as well as the O'Hara settlement.

Mr. Outten explained that the Baker McKenzie settlement is an occupancy tax issue, and that Dare County has been offered an unknown sum of money that we will move through with the Baker McKenzie law firm in New York to obtain that occupancy tax funding.

MOTION

Commissioner Couch motioned to authorize the County Attorney to move forward and sign the documentation to proceed with the settlement.

Seconded by Commissioner Bateman.
VOTE: AYES unanimous

Mr. Outten announced that the O'Hara matter is an employment issue that has been going on for more than a year. We have reached a settlement amount of \$650,000. The reason we recommend this settlement is that our litigation costs are growing incrementally. It is basically a financial decision to cut our losses because the county would spend that even if we were to win the lawsuit.

MOTION

Vice-Chairman Overman made a motion to approve the Budget Amendment. The funds for the O'Hara settlement will be taken from the Insurance and Risk Management fund.

Seconded by Commissioner Bateman
VOTE: AYES unanimous

MOTION

Commissioner Couch motioned to authorize the settlement as outlined and authorize the County Manager/Attorney to sign the various settlement documents as they are prepared to consummate the settlement.

Commissioner Bateman seconded.
VOTE: AYES unanimous

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

MOTION

Commissioner Ross motioned to adjourn the meeting.
Commissioner House seconded the motion.

VOTE: AYES unanimous

At 12:37 p.m., the Board of Commissioners adjourned until 9:00 a.m., March 4, 2024.

Respectfully submitted,

[SEAL]

By: _____
Skyler Foley, Clerk to the Board

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

Note: Copies of attachments (Att.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk. Attempts have been made to accurately spell each podium speaker.



Tax Collector's Report

Description

January 2024 Releases Over \$100
January 2024 Refunds Over \$100
January 2024 NCVTS Refunds Over \$100

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

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

MONTH: JANUARY

DATE RANGE: 1/1/2024 - 1/31/2024

Submitted By: Becky Huff

Taxpayer Name	Parcel #	Bill Year	AR	Reason	Released Value	Released Tax
BOND, TRAVIS	939533000	2023	25	Adjusted Value	(28,800.00)	(174.01)
GIFFORD, MICHAEL H	025694302	2023	20	Boat was previous owners	(27,920.00)	(229.10)
KEZNOR, JEFF	939483000	2023	25	Adjusted Value	(49,350.00)	(310.47)
Totals:					(\$106,070.00)	(\$713.58)

Refund Report for Real Estate and Personal Property

(Refunds over \$-100)

MONTH: JANUARY

DATE RANGE: 1/1/2024 - 1/31/2024

Submitted By: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Refund Amt	Reason	Date
SHARPE, BETTY D	003208000	2019	\$ (1,192.77)	Overpayment	1/31/2024
LOHMANN, ALFRED PERKINS II	006208000	2022	\$ (352.54)	Overpayment	1/11/2024
LEE, HEATH WAYNE	018782014	2022	\$ (823.28)	Overpayment	1/11/2024
CHRISTMAN, C BRUCE JR	010993000	2023	\$ (520.33)	Overpayment	1/31/2024
OLD, DALE N	001170000	2023	\$ (436.50)	Overpayment	1/5/2024
CAFFEE, F. WAYNE TTEE	001226000	2023	\$ (461.61)	Overpayment	1/5/2024
BARKER, DONALD B	001343000	2023	\$ (2,089.71)	Overpayment	1/16/2024
BROWN, MICHELLE	001390000	2023	\$ (524.73)	Overpayment	1/31/2024
HATHAWAY, STACI LEIGH	001652000	2023	\$ (245.82)	Overpayment	1/31/2024
PERKINS, PAUL H JR	002575000	2023	\$ (468.04)	Overpayment	1/11/2024
KEEL, SHERER M	003332000	2023	\$ (2,669.53)	Overpayment	1/31/2024
FOGG, KARRIE	004631037	2023	\$ (3,701.95)	Overpayment	1/5/2024
GEORGE, STEVEN SCOTT	005620035	2023	\$ (303.07)	Overpayment	1/31/2024
KRAMER, JEANNE L	005928001	2023	\$ (160.32)	Overpayment	1/31/2024
CARTWRIGHT, RANDY M	006080001	2023	\$ (255.60)	Overpayment	1/16/2024
MCCANN, ANDREW D	006158000	2023	\$ (1,259.57)	Overpayment	1/16/2024
ADAMS, VAN JR	006749033	2023	\$ (476.58)	Overpayment	1/5/2024
HILL, GREGORY VERNON SR	008075307	2023	\$ (308.82)	Overpayment	1/5/2024
HAMPTON, CAROLYN B	008178000	2023	\$ (583.23)	Overpayment	1/5/2024
LIVERMAN, FRED L	008432000	2023	\$ (2,552.75)	Overpayment	1/31/2024
BLEHAR, RAYMOND M	008771000	2023	\$ (166.90)	Overpayment	1/31/2024
BERGER, KAREN M	009335000	2023	\$ (126.20)	Overpayment	1/5/2024
THE PATRIOT PROPERTY GROUP LLC	009773000	2023	\$ (132.24)	Overpayment	1/11/2024
GILLIAM, WILLIAM ANTHONY	010070031	2023	\$ (1,907.27)	Overpayment	1/11/2024
174 OCEAN WAY LLC	010130000	2023	\$ (6,699.54)	Overpayment	1/16/2024
WINELAND, DERIK	011202000	2023	\$ (1,885.75)	Overpayment	1/5/2024
GREEN, SUSAN K	011228000	2023	\$ (2,963.53)	Overpayment	1/11/2024
BISANTZ, ROBERT C	011535000	2023	\$ (349.20)	Overpayment	1/31/2024
BURNS, THOMAS MERRILL	011950000	2023	\$ (728.18)	Overpayment	1/31/2024
O'NEAL, EDDIE ARVAL II	012552001	2023	\$ (1,987.80)	Overpayment	1/31/2024
WHARTON, JACQUELINE L	012856000	2023	\$ (991.61)	Overpayment	1/31/2024
HILOVSKY, MARTIN A TTEE	013191016	2023	\$ (1,026.30)	Overpayment	1/11/2024
OUELLETTE, GEORGE H	013234000	2023	\$ (558.89)	Overpayment	1/16/2024

Refund Report for Real Estate and Personal Property

(Refunds over \$ -100)

MONTH: JANUARY

DATE RANGE: 1/1/2024 - 1/31/2024

Submitted By: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Refund Amt	Reason	Date
HATCHER, CONNIE MIDGETT	014240001	2023	\$ (1,192.50)	Overpayment	1/11/2024
WELLES, FRANKLIN G	015039001	2023	\$ (326.08)	Overpayment	1/5/2024
WORKMAN, DEAN M	015168003	2023	\$ (1,865.31)	Overpayment	1/11/2024
QUIDLEY, JACK E JR	016699000	2023	\$ (294.85)	Overpayment	1/11/2024
HOLLIDAY, CODY	017200000	2023	\$ (2,599.68)	Overpayment	1/16/2024
CANNING, JOHN P JR	017343000	2023	\$ (2,172.46)	Overpayment	1/11/2024
BALDRIGE, C THOMAS	017775288	2023	\$ (309.27)	Overpayment	1/5/2024
EICHENBERG, HARTMUT K	017787336	2023	\$ (318.38)	Overpayment	1/11/2024
WHITE, TIMOTHY P	018073001	2023	\$ (484.08)	Overpayment	1/16/2024
ROSE, CHARLES A	018413074	2023	\$ (1,113.80)	Overpayment	1/11/2024
LEE, HEATH WAYNE	018782014	2023	\$ (823.28)	Overpayment	1/11/2024
SAWYER, WARREN MILES	019024000	2023	\$ (406.57)	Overpayment	1/5/2024
PADGETT, JAMISON STANLEY	019560000	2023	\$ (441.86)	Overpayment	1/5/2024
WESTON, SYLVIA J	019998000	2023	\$ (840.94)	Overpayment	1/31/2024
BREWER, CHASE	020551000	2023	\$ (225.56)	Overpayment	1/5/2024
DRAGON PROPERTIES, LLC	021264000	2023	\$ (6,204.14)	Overpayment	1/16/2024
ATLAST, LLC	021311000	2023	\$ (692.32)	Overpayment	1/16/2024
HURLEY, DAVID C	021609000	2023	\$ (699.95)	Overpayment	1/11/2024
KOUROUPAS, STEPHEN J	021631000	2023	\$ (3,430.77)	Overpayment	1/11/2024
STRASSER, FRANCIS XAVIER JR TTEE	021955000	2023	\$ (105.31)	Overpayment	1/31/2024
AUSBAND, FRANCIS B	022519001	2023	\$ (1,949.62)	Overpayment	1/5/2024
TAVES, KURT	022625000	2023	\$ (3,615.23)	Overpayment	1/11/2024
THE BIG COTTAGE, LLC	022904000	2023	\$ (1,200.77)	Overpayment	1/16/2024
WILLIAMS, JARVIS L SR	023775001	2023	\$ (2,337.04)	Overpayment	1/16/2024
TATEM, SIDNEY GERARD	023944001	2023	\$ (289.00)	Overpayment	1/11/2024
BARBOUR, ROBERT THOMAS	024961265	2023	\$ (352.44)	Overpayment	1/5/2024
CAHOON, RONNIE W	024961448	2023	\$ (416.81)	Overpayment	1/31/2024
SELLERS, CAMPBELL C	025194015	2023	\$ (378.86)	Overpayment	1/5/2024
GOLDEN, THOMAS B	025476000	2023	\$ (204.02)	Overpayment	1/11/2024
BLOUNT, WILLIAM G JR	025694033	2023	\$ (5,812.69)	Overpayment	1/24/2024
EVANS, THOMAS WILLIAM	025694074	2023	\$ (3,588.27)	Overpayment	1/11/2024
BIRLEY, CATHERINE B	025694369	2023	\$ (7,050.45)	Overpayment	1/16/2024
HOLY GROUND EARTHWORKS LLC	025965000	2023	\$ (598.80)	Overpayment	1/16/2024

Refund Report for Real Estate and Personal Property

(Refunds over \$ -100)

MONTH: JANUARY

DATE RANGE: 1/1/2024 - 1/31/2024

Submitted By: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Refund Amt	Reason	Date
MOTSINGER, RONALD DEAN TTEE	026245000	2023	\$ (372.59)	Overpayment	1/31/2024
FOX, JAMES L	026289000	2023	\$ (250.00)	Overpayment	1/5/2024
PEELE, GARY SCOTT	027008000	2023	\$ (2,177.35)	Overpayment	1/31/2024
KENNY, WILLIAM B	027184000	2023	\$ (690.15)	Overpayment	1/11/2024
HULL, DARREN KEITH	027519005	2023	\$ (1,611.25)	Overpayment	1/5/2024
MAGNANIMOUS, LLC	028437023	2023	\$ (1,586.64)	Overpayment	1/31/2024
MANCE, CRAIG MICHAEL	028946000	2023	\$ (334.31)	Overpayment	1/31/2024
DEWHURST, LORELEI W	029079000	2023	\$ (1,667.04)	Overpayment	1/11/2024
ESPINOZA, JOSE L	029201000	2023	\$ (1,975.05)	Overpayment	1/5/2024
BROWN, KRISTINA P	029420000	2023	\$ (2,383.54)	Overpayment	1/31/2024
PETTY, TROY DALE	029993000	2023	\$ (10,242.76)	Overpayment	1/11/2024
Total Refunds:			\$ (114,541.95)		



North Carolina Vehicle Tax System

NCVTS Pending Refund report

January 2024

Payee Name	Address 1	Address 3	Bill #	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
DEADMON, JAMES SCOTT	306 APOLLO CT	KITTY HAWK, NC 27949	0075909163	C99	Tax	(\$365.90)	\$0.00	(\$365.90)
				T08	Tax	(\$242.10)	\$0.00	(\$242.10)
				T08BN	Tax	(\$31.98)	\$0.00	(\$31.98)
							Refund	\$639.98
EATON, ELBERT MILTON	PO BOX 66	MANNS HARBOR, NC 27953	0065556228	C99	Tax	(\$293.77)	\$0.00	(\$293.77)
				F09	Tax	(\$42.40)	\$0.00	(\$42.40)
				S99	Tax	(\$73.35)	\$0.00	(\$73.35)
							Refund	\$409.52
FEARING, GRIZELLE BARTLETT	308 UPPOWOC AVE	MANTEO, NC 27954	0075020507	C99	Tax	(\$82.84)	\$0.00	(\$82.84)
				T10	Tax	(\$71.47)	\$0.00	(\$71.47)
							Refund	\$154.31
MILLER, CHARLES HENRY JR	410 W CHOWAN ST	KILL DEVIL HILLS, NC 27948	0043468896	C99	Tax	(\$82.01)	\$0.00	(\$82.01)
				T07	Tax	(\$72.70)	\$0.00	(\$72.70)
							Refund	\$154.71
PERELMUTER, TOBY RUBEN	408 SANDPIPER DR	KILL DEVIL HILLS, NC 27948	0075470327	C99	Tax	(\$69.65)	\$0.00	(\$69.65)
				F50	Tax	(\$19.91)	\$0.00	(\$19.91)
				S99	Tax	(\$19.13)	\$0.00	(\$19.13)
							Refund	\$108.69
RICHARD, LIONEL MAURICE	10 CIRCLE DR	SOUTHERN SHORES, NC 27949	0075459180	C99	Tax	(\$111.32)	\$0.00	(\$111.32)
				T20	Tax	(\$54.42)	\$0.00	(\$54.42)
				T20BN	Tax	(\$11.12)	\$0.00	(\$11.12)
				T20MSD2	Tax	(\$8.34)	\$0.00	(\$8.34)
							Refund	\$185.20
WETZLER, LISA ANN	PO BOX 178	BUXTON, NC 27920	0074755076	C99	Tax	(\$79.37)	\$0.00	(\$79.37)
				F02	Tax	(\$16.90)	\$0.00	(\$16.90)
				R01	Tax	(\$1.67)	\$0.00	(\$1.67)
				S99	Tax	(\$21.80)	\$0.00	(\$21.80)
							Refund	\$119.74
							Refund Total	\$1772.15



Dare County Farm Lease

Description

Dare County owns 338.98 acres of farm land located at 1603 Cub Road, Manns Harbor NC 27953. An RFP to lease this property for the purpose of farming was issued and a the high bid received was from the current farmer, Matt Respass, in the amount of \$115 per acre for an annual payment of \$38,982.70. A public notice to approve this lease was published on January 25th allowing for 30 days to pass before approval as required by North Carolina General Statutes.

Board Action Requested

Approve both the Resolution and Lease, and authorize the County Manager to sign the Lease.

Item Presenter

Dustin Peele - Project and Procurement Manager



RESOLUTION APPROVING LEASE AGREEMENT BETWEEN DARE COUNTY AND MATT RESPASS

WHEREAS, the County of Dare owns farm land consisting of approximately 338.98 acres located at 1603 Cub Road, Manns Harbor, NC;

WHEREAS, the County of Dare and Matt Respass have agreed upon a lease under which Matt Respass will lease the acreage, more particularly described as "Net Acres" in that lease agreement, located at 1603 Cub Road, Manns Harbor, NC, as shown on First Colony Farm Inc's Unit Planning Map for District 1, Creef Unit, with an annual payment of \$38,982.70, for a term of three years with optional renewal periods beginning on the date of execution of the lease, for the purpose of cultivation exclusive of farm roads, canals, "V" ditches and windrows; and

WHEREAS, North Carolina General Statute 160A-272 authorizes the County to enter into leases of up to 10 years upon resolution of the County Commissioners adopted at a regular meeting after 30 days public notice; and

WHEREAS, the required notice has been published and the Dare County Board of Commissioners is convened in a regular meeting;

THEREFORE, BE IT RESOLVED, that the Dare County Board of Commissioners approves the lease of county property described above to Matt Respass for three years with optional renewal periods, and directs the County Manager to execute any instruments necessary to the lease.

Adopted this the 4th day of March, 2024

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

Attest: _____
Clerk to the Board

THIS LEASE AGREEMENT made and entered into as the 1st of July 2024, by and between the COUNTY OF DARE, hereinafter referred to as OWNER, and Matt Respass, hereinafter referred to as TENANT:

WITNESSETH:

In consideration of the mutual promises herein contained, and subject to the terms and conditions hereinafter set forth. OWNER hereby leases to TENANT, and TENANT hereby accepts as tenant land located in Dare County, North Carolina, hereby agreed to be comprised of the net acreage as provided below and being described as follows:

<u>Field No.</u>	<u>Block Nos.</u>	<u>Net Acres</u>
15-16 (Southern Half)	Creef B2	10.67
8-9 (Southern Half)	Creef B2	7.20
2-7	Creef B2	83.40
17-25	Creef B3	216.51
26-27 (Southern Half)	Creef B3	21.20
TOTAL:		338.98

All as shown on First Colony Farm Inc.'s Unit Planning Map for District 1, Creef Unit.

"Net Acres" are the areas of the above-described land available to TENANT for cultivation exclusive of farm roads, canals, "V" Ditches and windrows. Landlord reserves the right to, at any time after harvest and prior to planting, reduce the acreage available to tenant as set forth above. Upon such reduction, the rent shall be reduced by \$115 dollars per net acre reduced.

The terms and conditions of this Agreement are as follows:

1. TERM. This lease shall begin on July 1, 2024 and continue through December 31st, 2027. Owner reserves the right to delay the beginning if necessary to allow the current Tenant to harvest crops in the field. The County reserves the right to extend this lease for two (2) additional one (1) year optional renewal periods.
2. USE. Tenant's covenants with OWNER that he shall use and occupy said premises for agricultural purposes only. No other rights are conveyed. TENANT shall plant soybeans, winter wheat, and/or corn on all of the Net Acreage. It shall be a material breach of this lease to leave any acreage unplanted without the written consent of OWNER.
3. TENANT OBLIGATIONS. TENANT shall use and apply at his sole expense such fertilizer, pesticides, seed, soil supplements, trace elements and herbicides (including analysis quantities, and method of application) as may be mutually agreed upon by OWNER and TENANT, and in conformity with reasonable and generally accepted agricultural practices, and he shall furnish at

his sole cost and expense all equipment, fuel and labor that shall be necessary to farm the above described premises.

4. ASCS REGULATIONS. TENANT agrees to comply with all federal and state rules and regulations of the Agricultural Stabilization and Conservation Service (the "ASCS"). The parties agree that (a) this lease is to be construed as a Cash Lease, (b) OWNER is not construed as an Operator or Producer, and (c) TENANT is not to be construed as a Custom Farmer, Joint Venture, or Partner as those terms are defined or described in the ASCS Handbook.
5. NO ASSIGNMENT. TENANT shall not sell, mortgage, assign, or in any way transfer his rights under this lease or in the crops growing, or to be grown, upon said land, without written permission from OWNER.
6. RENT. For each year of the lease term, a cash rent of \$38,982.70 (\$115 per leased acre) will be paid by the TENANT to the OWNER on January 20 of each year. A prorated payment for the dates of July 1st, 2024 through December 31st 2024 will also be due July 1st of 2024.
7. LANDLORD'S LIEN. No lien created by TENANT shall ever be or become prior to OWNER'S Landlord's Lien. TENANT agrees that he is able to use and possess said premises pursuant to this Lease and understands that under no circumstances will OWNER release, waive or subordinate its Landlord's Lien provided by law, and TENANT will not request such action or accommodation by OWNER.
8. RIGHT OF ENTRY. OWNER shall have the right to inspect said crops at all times and if TENANT fails, neglects, or refuses to farm said land in a good husbandry-like manner, spray, dust, rotate or properly cultivate said crops when needed, make every reasonable effort possible to control weeds and grass growing in crops and cultivate, gather and harvest the same, OWNER may perform the same and deduct reasonable and necessary expenses from TENANT'S share of the crop.
9. FIRE. TENANT will not burn, or cause to be burned, any windrows, hedgerows, ditch banks, fields, or stubble or otherwise start or cause to be started any fire upon the above described land without first obtaining the written consent of the OWNER.
10. MAINTENANCE Unless otherwise agreed by Owner, (i) TENANT agrees that prior to the planting of each crop, except soybeans following wheat, he will, at his sole expense, mow all field or "V" ditches on the above-described land, and the interior slopes or side of all collection canals on and bounding the above described land.

(ii) TENANT agrees that prior to the planting of corn and soybeans, he will, at his sole expense, clean out either by backhoe or Dondi Ditcher, the field or "V" ditches on the above-described land as needed. OWNER may at its option but shall not be required to participate in the cost if in the OWNER'S opinion the activity will enhance the farm beyond the lease term.
11. DRAINAGE. TENANT agrees to compensate US Fish and Wildlife for the drainage of the property under such terms and conditions as TENANT, OWNER, and US Fish & Wildlife agree upon. The

fair market value of said compensation, to be determined by OWNER, USFWS and TENANT, shall be deducted from the rents due OWNER by the TENANT.

12. HUNTING. OWNER, for itself, its successors and assigns, reserves unto itself all hunting rights and privileges, including the right to post the land hereinabove described and the right to designate said lands as part of any state or federal conservation or public hunting program or plan; and TENANT agrees that he will in no way interfere with the exercise of such rights and privileges by OWNER, its successors or assigns, licensees or invitees. The TENANT has the right to have the cultivated land, but not the woods and roads, posted to protect unharvested crops from hunters. Tenant shall not hunt or allow hunting upon the property.
13. MINERAL RIGHTS. Nothing in this Lease shall confer upon TENANT any right to minerals underlying the Leased Premises, but same are hereby reserved by OWNER together with the full right to enter upon the Leased Premises and to bore, search, and excavate for same, to work and remove same, and to deposit excavated rubbish and with full liberty to pass over the Leased Premises with vehicles and to lay down and work any railroad track, or tracks, pipelines, power lines, and structures as may be necessary or convenient for the above purposes. OWNER agrees to reimburse TENANT for any actual damage TENANT may suffer for crops destroyed by these activities and upon written request of TENANT to release TENANT from any obligation to continue farming the Leased Premises if development of mineral resources interferes materially with TENANT'S opportunity to make a satisfactory return.
14. NAME AND ADDRESS OF CROP PURCHASER. TENANT shall provide written notice to OWNER no less than seven (7) days prior to the sale of TENANT'S crops grown on the premises listing name, address and telephone number of all purchases. TENANT is aware that failure to properly advise OWNER of the identity of purchasers may subject TENANT to a fine of \$5,000.00 or 15% of the value of the crop as described in Paragraph 1324 (h) of the Food Security Act of 1985.
15. ESTOPPEL CERTIFICATES. TENANT shall, upon not less than ten (10) days prior written notice from OWNER, execute, acknowledge and deliver to OWNER, in form reasonably satisfactory to Landlord and/or OWNER'S mortgage, a written statement certifying (if true) that TENANT has accepted the Leased Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect (or if there have been modifications), that the OWNER is not in default hereunder, the date to which the rental and other charges have been paid in advance, if any, and such other accurate certification as may reasonably be required by OWNER or OWNER'S mortgagee, and agreeing to give to any mortgagee of Landlord copies of all notices by TENANT to OWNER. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgage of the Leased Premises or Real Estate and their respective successors and assigns.

16. OWNER designates the County Manager or his designee as its agent in all matters herein except those recited in paragraphs 12 and 13. This agency may be terminated at any time and TENANT shall receive written notice thereof.
17. EARLY TERMINATION. OWNER may, at its sole discretion, terminate this Lease Agreement prior to the full term ending provided herein. Notice of such termination shall be provided in writing by OWNER to TENANT, and shall be delivered to TENANT at least 90 days prior to such termination date. Upon termination that is not for cause, Tenant shall be authorized to harvest crops in the field and any prepaid rent shall be prorated from the date harvest is complete.
18. TENANT'S WARRANTY. Tenant acknowledges warrants and agrees that Tenant is an experienced farmer, is familiar with usual and customary farming practices, with crop rotation best practices and will farm the property according to customary farming and crop rotation practices. Breach of this condition shall constitute a material default and upon sue default, Landlord at its sole discretion may immediately terminate this lease and Tenant shall have no other or further rights hereunder, notwithstanding the condition or existence of crops in the field.
19. TERMINATION FOR CAUSE. Owner may terminate this lease for cause upon any breach of the terms and conditions of this lease by TENANT. OWNER shall give TENANT ten days notice of such termination. Upon such termination, TENANT shall have no further rights of entry upon the property or rights under the terms of this lease. Any crops remaining on the premises after such termination shall become the property of owner and owner may destroy or harvest and sell such crops as liquidated damages for TENANT's breach.

IN TESTIMONY WHEREOF, TENANT has hereunto set his hand, and OWNER has caused this Agreement to be executed in its name. This Agreement is executed in duplicate counterparts, one of which is retained by each party.

OWNER: County of Dare By

TENANT



Audit Contract for the Fiscal Year to End on June 30, 2024

Description

Following is the Audit Contract, the Engagement Letter, and the Peer Review Letter for Potter & Company N.A. for the County's fiscal year 2024 audit.

This is the second year of a four year renewal with Potter & Company. the fee is \$74,250, a 3% increase from the prior year, which is per the renewal agreement reached last year.

Board Action Requested

Authorize the Chairman, and the Chairman of the Audit Committee to execute the contract.

Item Presenter

David Clawson, Finance Director

The of and	Governing Board Board of Commissioners
	Primary Government Unit Dare County, North Carolina
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Potter & Company, P.A.
	Auditor Address 434 Copperfield Blvd., NE, Concord, N.C. 28025

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F (Uniform Guidance)* or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name: David Clawson, CPA	Title and Unit / Company: Dep. Cty. Mgr./Finance Director	Email Address: davec@darenc.com
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OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.


4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Dare County, North Carolina
Audit Fee (financial and compliance if applicable)	\$ 74,250
Fee per Major Program (if not included above)	\$ N/A
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ N/A
All Other Non-Attest Services	\$ N/A
TOTAL AMOUNT NOT TO EXCEED	\$ 74,250

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ N/A
All Other Non-Attest Services	\$ N/A
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Potter & Company, P.A.	
Authorized Firm Representative (typed or printed)* Dan Morrow	Signature* 
Date* 02/13/24	Email Address* dmorrow@gotopotter.com

GOVERNMENTAL UNIT

Governmental Unit*	
Dare County, North Carolina	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	✱ ✓
Mayor/Chairperson (typed or printed)* ✓	Signature* ✓
Date ✓	Email Address* ✓

Chair of Audit Committee (typed or printed, or "NA") ✓	Signature ✓
Date ✓	Email Address ✓

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	\$ 74,250
Primary Governmental Unit Finance Officer* (typed or printed) David Clawson	Signature* ✓
Date of Pre-Audit Certificate* ✓	Email Address* davec@darenc.com

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



POTTER & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

February 13, 2024

To the Board of Commissioners
Dare County
Manteo, North Carolina

We are pleased to confirm our understanding of the services we are to provide for Dare County for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type-activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Dare County as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Dare County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Dare County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. GASB Required Supplementary Pension, LEOSA and OPEB reporting.

We have also been engaged to report on supplementary information other than RSI that accompanies Dare County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements.

1. Introductory information.
2. Combining and individual fund statements.
3. Budgetary schedules.
4. Ad valorem tax schedules.
5. Statistical section.
6. Schedule of Expenditures of Federal and State awards.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from 1) errors, 2) fraudulent financial reporting, 3) misappropriation of assets, or 4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports

required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Audit Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Dare County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have

a direct and material effect on each of Dare County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Dare County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of Dare County in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for 1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluation and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; 2) following laws and regulations; 3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and 4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal and state awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general subsidiary ledgers). You are also responsible for providing us with 1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters 2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform and audit under the Uniform Guidance; 3) additional information that we may request for the purpose of the audit, and 4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving 1) management, 2) employees who have significant roles in internal control, and 3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegation of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that 1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; 2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; 3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and 4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U. S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that 1) you are responsible for presentation of the supplementary information in accordance with GAAP; 2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; 3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and 4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendation. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit

Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant finding and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's view on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal and state awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; to evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' report, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the government; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Potter & Company, PA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Potter & Company, PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency. If we are aware that a federal and state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Dan Morrow, CPA, the engagement partner and Bob Taylor, Consulting partner are responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in May 2024 and to issue our reports no later than October 31, 2024.

Our fee for these services will be \$74,250. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary for other audit procedures not anticipated, procedures of a bookkeeping nature, preparation of schedules or reconciliations for the audit, including adjusting journal entries or fixed asset reconciliations, we will discuss these procedures with Management and bill you at the following discounted hourly rates:

	<u>Discounted Hourly Rates</u>
Partner	\$325
Manager	200
Other Team Members	175
Clerical	75

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of Dare County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter-paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that 1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the government's internal control or on compliance, and 2) the report is an integral part of an audit performed in accordance with the *Government Auditing Standards* in considering the government's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Dare County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

POTTER & COMPANY, P.A.



Dan Morrow, CPA

RESPONSE:

This letter correctly sets forth the understanding of Dare County.

By: _____

Title: _____

Date: _____



Report on the Firm's System of Quality Control

June 27, 2022

To the Owners of Potter & Company, P.A. and the Coastal Peer Review Committee:

We have reviewed the system of quality control for the accounting and auditing practice of Potter & Company, P.A., ("the firm") in effect for the year ended December 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review, as described in the Standards, may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of, and compliance with, the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Page 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Potter & Company, P.A., in effect for the year ended December 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Potter & Company, P.A. has received a peer review rating of *pass*.

DMAPS PLLC

Certified Public Accountants
Greensboro, North Carolina



Government Education Access Channels 2024-25 Proposed Budget

Description

See Attached Summary

Board Action Requested

Approve the Budget

Item Presenter

Dorothy Hester, Master Public Information Officer

Government Education Access Channels Committee

CURRENTtv

2024-2025 Proposed Budget

The following items are presented to for review and approval.

Board Action Requested:

Approve the proposed 2024-2025 GEAC Budget.

Budget Summary

The Government Education Access Channels (GEAC) Committee has reviewed and approved the proposed 2024-2025 budget for the operation of the Government and Education Channels. The proposed budget, which would take effect July 1, 2024 must be approved by every participating member entity of the channels, which includes the towns of Duck, Southern Shores, Kitty Hawk, Kill Devil Hills, Nags Head, Manteo, and Dare County, Dare County Schools, College of The Albemarle, and ECU Coastal Studies Institute.

The budget as proposed requires no additional funding from the participating entities above the current annual \$1,000 membership fee. The budget is funded primarily from the North Carolina Video Distribution proceeds, which are disbursed quarterly by the state to certified channels throughout the state. These funds must be used for the operations of the two channels and no other purpose.

Additionally, the legislation that originally established the Video Distribution funding required that the proceeds not supplant current funding. Accordingly, the annual \$1000 membership fee that was in place when the program began must remain, or the Channels would lose all Video Distribution funding from the state.

The GEAC committee recommends the attached budget, which includes, in part, the following: continued funding for two full-time staff positions and the Local Programming Development Initiative to assist members in the development of programming for the Government and Education Channels. The funding also includes contractor funding to continue to help produce two regular news magazine shows that highlight each of the participating members on the Education Channel and the Government Channel.

Proposed Government and Education Access Channel Budget for Fiscal Year 2024/2025

	Current Fiscal Year	Next Fiscal Year
INCOME	2024 Amount	2025 Amount
NC PEG Supplemental Video Disbursement [1]	247,000.00	257,518.00
Member Fees [2]	10,000.00	10,000.00
Interest Income [3]	5,000.00	8,000.00
Appropriated Fund Balance [4]	63,626.00	66,641.00
Total Revenue	325,626.00	342,159.00
EXPENDITURES		
Salaries (2 Positions) [5]	-128,422.00	-144,144.00
Merit Pay [6]	-2,568.00	-3,000.00
FICA	-9,825.00	-11,027.00
Retirement	-16,579.00	-19,661.00
401K		-4,324.00
Health Insurance [7]	-37,781.00 [1]	-24,596.00 [2]
Life Insurance	-210.00	-210.00
Retiree Health	-231.00	-252.00
Insurance & Bonds	-2,975.00	-3,361.00
Contractual Services [8]	-40,000.00	-40,000.00
Professional Services [9]	-2,000.00	-2,000.00
Equipment Repair & Purchase [10]	-5,000.00	-5,000.00
Supplies [11]	-3,500.00	-3,500.00
Music Library	-350.00	-350.00
Training	-1,000.00	-1,000.00
Travel	-1,000.00	-1,000.00
Professional Memberships	-500.00	-500.00
Channel Operations [12]		
OBX Media	-4,200.00	-4,200.00
Adobe	-600.00	-675.00
Tightrope Hardware	0.00	0.00
Cablecast Software Assurance Service	0.00	0.00
Spectrum Subscription		-324.00
Cablecast Reflect (Streaming/VOD Service)	-2,400.00	-2,500.00
Cablecast Closed Captioning Service (500 hours)	-3,700.00	0.00
Envato Elements Digital Assets Library	-385.00	-385.00
Marketing	-1,000.00	-3,000.00
Miscellaneous	-500.00	-500.00
Capital Outlay Projects	0.00	0.00
Contingency (Reserve for unexpected expenses)	-5,000.00	-10,000.00
Emergency Contingency (Storm related overtime)	-2,500.00	-2,500.00
Car Maintenance	-1,000.00	-1,000.00
Car Fuel	-2,000.00	-2,000.00
Uniforms	-400.00	-400.00

Proposed Government and Education Access Channel Budget for Fiscal Year 2024/2025

Verizon Contract for Streaming [13]	-750.00	-750.00
Total	-275,626.00	-292,159.00
LPDI		
LPDI 1- Coastal Studies Institute	-5,000.00	-5,000.00
LPDI 2- College of The Albemarle	-5,000.00	-5,000.00
LPDI 3 - Dare County Government	-5,000.00	-5,000.00
LPDI 4 - Dare County Schools	-5,000.00	-5,000.00
LPDI 5 - Duck	-5,000.00	-5,000.00
LPDI 6 - Kill Devil Hills	-5,000.00	-5,000.00
LPDI 7 - Kitty Hawk	-5,000.00	-5,000.00
LPDI 8 - Manteo	-5,000.00	-5,000.00
LPDI 9 - Nags Head	-5,000.00	-5,000.00
LPDI 10 - Southern Shores	-5,000.00	-5,000.00
Total LPDI	-50,000.00	-50,000.00
Total LPDI Grand And Operating Expenditures	-325,626.00	-342,159.00

Continue to footnotes on next page

Government and Education Access Channel Draft Budget Notes for Fiscal Year 2025

Goals and Objectives to be achieved with this budget.

To continue to fund the operation of the channel at a level that provides a professional, reliable and quality service to the citizens of Dare County. To increase awareness of CURRENTtv.

[1] NC PEG Supplemental Video Disbursement - this is revenue that is collected by the state in the form of a use tax on cable and satellite providers. The money is pooled and disbursed to qualifying PEG operations within the state. PEG stands for Public, Education, and Government Access. Dare County has 10 qualifying PEG entities, each is a member of the Government and Education Access Channel Committee. Each quarter, this money is disbursed to the entities by the state, and then the Government and Education Access Channels invoices the entities for this money. These state funds are the main source of funding for the Government and Education Access Channels.

[2] Member Fees - Each entity member pays an annual membership fee to participate in the Government and Education Channel Access. This money must remain in place in order for each entity to receive the PEG Supplement from the state. There is no change to this amount from last year, so impact on each entity's budget is unchanged.

[3] Interest Income - The unappropriated fund balance is invested and earns interest. Dare County Finance had advised that \$8,000 be included for interest income for this budget.

[4] Appropriated Fund Balance -The appropriated fund balance is the amount pulled from the unappropriated fund balance to meet the obligations of the budget. The unappropriated fund balance was \$340,119 as of 6/30/23.

[5] Salaries - This budget currently funds two full-time positions that are Dare County employees, and includes a 3.5% COLA increase as recommended by Dare County Finance for planning purposes.

[6] Merit Pay - Merit pay is awarded based on employee on performance. Dare County Finance has advised that \$3,000 be included for FY2024/2025.

[7] Health Insurance - Includes individual health insurance coverage for both employees.

[8] Contractual Services - This is for assistance in the production of Destination Dare and Dare Education Awareness, our two main programming initiatives that highlight interesting aspects of government and education in Dare County. Each entity contributes one segment to each episode. Destination Dare is produced every other month, and Dare Education Awareness is produced in the alternate months.

[9] Professional Services - To pay for costs associated with professional services such as professional voiceover work, acting, and potential production support.

[10] Equipment - Monies set aside for the purchase and repair of large item video production equipment, such as cameras, editing computers, and lighting equipment.

[11] Supplies - This supports the purchase of supplies such as batteries, gaffers tape, lighting gels, accessories, and small equipment items that do not qualify as Capital Outlay or Equipment.

[12] Channel Operations - Expenses that support the day to day operation of the channels. This includes:

- \$4,200.00 - OBX Media: for website hosting and maintenance
- \$2,500.00 - Reflect: Streaming Video/VOD for online video streaming service
- \$675.00 - Adobe: Creative Cloud subscription for professional non-linear editing tools
- \$324.00 - Spectrum subscription to monitor channels in CURRENTtv offices
- \$385.00 - Envato Elements: Digital asset and stock footage library

[13] Verizon Wireless - Line item dedicated to Verizon Wireless fee for use in mobile live broadcasting with Cradlepoint device.



Lease Agreement for State Highway Patrol Office Space

Description

The attached lease agreement is the renewal of a three year lease with the State Highway Patrol at our Kill Devil Hills building. (2601 N Croatan Hwy.)

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

COUNTY OF DARE

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2024, by and between, **COUNTY OF DARE**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7, 1999, and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th. day of January, 2017 and,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Kill Devil Hill, County of Dare**, North Carolina, more particularly described as follows:

Being ± 1,085 net square feet of office space located at Wilkinson Building 2nd. Floor, 2601 NC Highway, Kill Devil Hills, Dare County, North Carolina. See Attached Exhibit "A" Floor Plan

DEPARTMENT OF PUBLIC SAFETY – HIGHWAY PATROL

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **three (3) years**, commencing on the **4th. day of March, 2024**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **3rdrd. day of March, 2027**.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$6,000.00** Dollars per annum, which sum shall be paid in equal monthly installments of **\$500.00** Dollars, said rental to be payable within five (5) days from receipt of invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the reasonable satisfaction of the Lessee:

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
- C. Maintenance of lawns, sidewalks, shrubbery, paved areas and common areas is required.
- D. Janitorial services and supplies.
- E. Parking.
- F. All utilities except telephone.
- G. Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.
- H. All fire or safety inspection fees and storm water fee shall be paid by lessor.
- I. All land transfer tax/fees imposed by the County or Town which the space is located.
- J. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-Advertised Lease".
- K. If Lessor fails to comply with provisions of paragraph 3 above or the provisions of the attached "Specifications of Non Advertised Lease", Lessee's sole remedy shall be termination after which neither party shall have any further obligation or liability to the other.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term

as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee. Occupation of the premises by the Lessee constitutes Lessee's acceptance of the premises. By execution of this lease, Lessee acknowledges compliance with the provisions of this paragraph and paragraph 3 above.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **P. O. Box 1000, Manteo, North Carolina 27954**. The Lessee at **3030 Hammond Business Place, Raleigh, North Carolina 27699**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSOR:
COUNTY OF DARE

By: _____ (SEAL)
Robert L. Outten, Dare County Manager

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in the County and for the State aforesaid, do hereby certify that **Robert L. Outten, Dare County Manager**, personally came before me this day and acknowledge the due execution of the foregoing instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 2024.

Notary Public: _____

Printed Name: _____

My Commission expires _____

LESSEE:
STATE OF NORTH CAROLINA

By: _____(SEAL)
Tamica Dunn,
Director of Purchasing & Logistics

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and the State aforesaid, do certify that **Tamica Dunn**, personally came before me this day and acknowledged that she is the Purchasing Director of the Department of Public Safety, State of North Carolina, and that by authority duly given and as the act of the Department, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ___ day of _____, 2024.

Notary Public: _____

Printed Name: _____

My Commission expires _____

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also provide the year the building was constructed.
2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year round ventilation shall be provided to prevent stale air problems and unacceptable C02 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Internal signage to be customary (directory) to the building that will provide easy identification of the office by the general public. All other signage is to be provided by the Lessor as agreed upon by the County.
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
11. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; storm water fees; land transfer tax; common area maintenance and other building operational costs.
12. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
13. All parking areas shall be adequately lighted and located within a reasonable distance of the office.

Lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form P0-28.

Signature of the Lessor

Date



OBXTA and Dare County Parks and Recreation MOU

Description

This MOU establishes a written partnership between the Outer Banks Tennis Association and Dare County Parks and Recreation.

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager

Memorandum of Understanding

Between

Dare County Parks and Recreation Department

and

Outer Banks Tennis Association

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Dare County Parks and Recreation Department and the Outer Banks Tennis Association to offer tennis to both youth and adults to both our residential and visiting community at Family Recreation Park in Kill Devil Hills, NC.

Background

The Dare County Parks and Recreation Department does not currently offer any tennis programming at the Family Recreation Park location. Partnering with the Outer Banks Tennis Association, Dare County is able to offer a program that may otherwise not be held to the general public.

Purpose

This MOU will bridge the gap in lack of programming for people who love the sport of tennis and want to participate without being a member of a club.

The above goals will be accomplished by undertaking the following activities: The Outer Banks Tennis Association will offer clinics for youth and adults, play days for youth, camps for youth, league play for youth and adults, tournaments for youth and adults. The Outer Banks Tennis Association will submit a seasonal schedule of its proposed uses, including the dates and times for the upcoming season to the Dare County Parks and Recreation Department 30 days prior to the proposed use for approval or modification by DCPR. Upon approval of such schedule and the submission of a Facility Rental Agreement for the approved times and events, OBTA shall be authorized to use the tennis facilities at Family Recreation Park in Kill Devil Hills during the times and events approved by DCPR.

Reporting

The Outer Banks Tennis Association will provide the Dare County Parks and Recreation Department a copy of their participation records for any events and clinics offered.

Funding

The Outer Banks Tennis Association is responsible for collecting appropriate funds for clinics, tournaments, leagues, etc. The Outer Banks Tennis Association is responsible for paying all instructors and purchasing all equipment necessary to operate such activities.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the Dare County Parks and Recreation Department and the Outer Banks Tennis Association. This MOU shall become

effective upon signature by the authorized officials from both partners and will remain in effect until terminated by either party with a 30 day notice.

Contact Information

County of Dare
Bobby Outten
County Manager
P.O. Box 1000, Manteo, NC 27954
E-mail: outten@darenc.gov


Outer Banks Tennis Association
Brie Floyd
President
P.O. Box 1665, Kitty Hawk, NC 27949
Phone: 252-256-0437
E-mail: obtapres@gmail.com

Outer Banks Tennis Association
Cindy Perry
Community Coordinator
P.O Box 1665 Kitty Hawk, NC 27949
Phone: 252-202-3458
E-Mail: c.cindy18@gmail.com

Date: _____
Signature
Bobby Outten, Dare County

Brie Floyd

Date: 02/26/2024
Signature
Brie Floyd, Outer Banks Tennis Association



Cindy Perry (Feb 26, 2024 16:02 EST)
Date: Feb 26, 2024
Signature
Cindy Perry, Outer Banks Tennis Association







OBXTA MOU

Final Audit Report

2024-02-26

Created:	2024-02-26
By:	Brie Floyd (brie.floyd@cyIndr.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd3oAk_RQvZmCOpwFhp4J5bnYkZwkv2UY

"OBXTA MOU" History

-  Document created by Brie Floyd (brie.floyd@cyIndr.com)
2024-02-26 - 7:31:16 PM GMT
-  Document emailed to obxtacc@gmail.com for signature
2024-02-26 - 7:31:49 PM GMT
-  Email viewed by obxtacc@gmail.com
2024-02-26 - 7:31:54 PM GMT
-  Signer obxtacc@gmail.com entered name at signing as Cindy Perry
2024-02-26 - 9:02:24 PM GMT
-  Document e-signed by Cindy Perry (obxtacc@gmail.com)
Signature Date: 2024-02-26 - 9:02:26 PM GMT - Time Source: server
-  Agreement completed.
2024-02-26 - 9:02:26 PM GMT



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*Health & Human Services-Public Health Division
Medicaid Managed Care Budget Amendment*

Description

The Public Health Division requests approval of the attached budget amendment to increase the revenue and expenses for Medicaid Managed Care.

Board Action Requested

Approve Budget Amendment

Item Presenter

N/A

DARE COUNTY

BUDGET AMENDMENT**F/Y 2023-2024**

	G/L Account Number			INCREASE	DECREASE
	Org	Object	Project		
Department: Human Services - Public Health					
<u>Revenues:</u>					
Medicaid Managed Care CS	103052	441094		\$	75,000
<u>Expenses:</u>					
Medicaid IGT Non-Federal Share	104600	510716		\$	75,000

Explanation:

Increase the Medicaid Managed Care CS Revenue and IGT Non-Federal Share costs.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

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



Board Appointments

Description

The following Boards have appointments or actions this month:

1. Older Adult Services Advisory Council

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Older Adult Services Advisory Council

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

March, 2024

Board Appointment
Older Adult Services Advisory Council
(Four Year Term)

Don Berg's term has expired and The Council recommends his reappointment.

There are no applications on file.

Other Members:
See attached list

OLDER ADULT SERVICES ADVISORY COUNCIL

(Four Year Term)

**This Council advises Dare County in its efforts to promote, organize, plan,
and coordinate services and programs for residents and visitors to
Dare County who are 55 years of age and older.**

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Margaret Reber-Dennis, Vice Chair 176 Swan View Drive Kill Devil Hills, NC 27948 magpie211@yahoo.com 252-489-8394 (C)	04-26	Apptd. 4/22
Mary Pendill, Chair 129 Dogwood Circle Manteo, NC 27954 obxmamap@hotmail.com 252-423-0757 (C), 252-473-3589 (H)	11-26	Apptd. 11/14 Reapptd. 11/18, 11/22
Cynthia Harris 92 S. Dogwood Trail Southern Shores, NC 27949 703-402-6288 cindyharris@charter.net	11-25	Apptd. 11/15 Reapptd. 11/17, 10/21
Emily Gould 213 Woodland Drive Kitty Hawk, NC 27949 252-475-5550 (O) ekarr@darenc.gov Social Services Rep.	11-26	Apptd. 11/22
Sandra Burgee 3138 Bay Drive Kill Devil Hills, NC 27948 burgeesf@charter.net 252-207-4132	01-27	Apptd. 12/23 Filling unexpired term.
Don Berg P.O. Box 2822 Kitty Hawk, NC 27949 757-871-6193 dberg790@aol.com	03-24	Apptd. 1/23 to fill term

Isaac Simonsen 4606 S Cobia Way Nags Head, NC 27959 mr.isaacsimonsen@gmail.com 252-333-6986 (H)	04/26	Apptd. 4/22
Barbara Franchi 6053 Martin's Point Road Kitty Hawk, NC 27949 252-261-0164 bafranchi@charter.net	07-24	Appt. 7/20
Claudia Hennessey P.O. Box 740 Avon, NC 27915 252-995-6662	11-25	Apptd. 11/15 Reapptd. 11/17, 10/21
Mary Ellen Holland 23 Spindrift Trail Southern Shores, NC 27949 252-255-5780 maryholland@embarqmail.com	04/26	Apptd. 4/22
Bea Basnight 177 Scuppernong Rd. Manteo, NC 27954 252-216-7732 Bea.basnight@darenc.gov DC Commissioner	1-25	Apptd. 2/24 (Filled an unexpired term)

NOTE: MEETING INFO: Meetings are held at all three centers on a rotating basis. (Baum Center, Virginia S. Tillett Center, Fessenden Center)

CONTACT INFO: Jenna Wienert, Dir., Baum Senior Center (252.475.5636)

MEMBERS COMPENSATED: No

Commissioner Byrd replaced Commissioner Perry 9/97; Walter Parker replaced Herb Barr, Josephine Fessler replaced Lovie Midgett and Alpean Midgett apptd. to fill term of Louise Rossiter 11/97. Henry Haywood to fill term Marge Keys and Edna Fehrmann apptd. to fill term of Marge Keys 3/99. Kathy Crowder replaced Jimmy Williams and Marjorie Midgett replaced Roy Midgett 11/99. Grace Fruit replaced Edna Fehrmann 10/00; Cheryl Byrd's appt. tabled til 12/18/00. Geneva H. Perry filled unexpired term of Comm. Cheryl Byrd 1/01. Lovie Midgett apptd. to fill unexpired term of Alpean Midgett 4/01. Shirley Venente replaced Walter Parker and Barbara Brenner replaced Josephine Fessler 1/02. Mary Conway replaced Dell Collins 1/03 and Jonna Midgett replaced Sue Judge 1/03. Virginia Tillett filled unexpired term of outgoing Comm. Geneva Perry 2/03. Joe Rongo replaced "Fritz" Winfree 11/03; Annie Rose Wells filled unexpired term of Gee Fruit 3/04. Paulette Prodanckek filled term of Barbara Brenner 4/05.

Lynda Hester filled term of Mary Conway 4/07.
Lynn Thomas filled term of Joe Rongo & Georgia Ellis filled term of Annie Rose Wells 8/07.
Judith Link filled unexpired term of Shirley Venente 5/08.
Steve Jennette filled term of Lovie Midgett 12/08; Gisele Mead filled term of Lynda Hester 1/09.
Linda Lengyel filled term of Steve Jennette 3/14.
Lynn Bloomfield filled term of Julia Haywood and David Faudie filled term of Betse Kelly 11/14.
Margarette Umphlett filled unexpired term of Virginia Tillett 12/14.
11/2/15: Cynthia Harris apptd. to South Beach seat, Sandra Clark to Mainland seat & Claudia Hennessey apptd. to Wanchese seat for two-year terms. With no applications from these designated areas, appointments were made from applications that were on hand.
John Clark replaced Georgia Ellis 11/16; Melissa Turnage filled term of Jonna Midgett 12/16.
Jim Tobin appointed to fill term of Margarette Umphlett 6/17
Sandra Clark did not want to be reappointed 11/17. Kenneth Bukantas replaced David Faudie who resigned 1/19. Craig Albert replaced Paulette Prodanchek who resigned 2/19
Amber Jennings apptd., Lynne Bloomfield reapptd. 11/19
Kenneth Bukantas resigned 3/19; Amber Jennings resigned 3/20; Apollonia (Bella) Reber apptd. 3/20
Jim Tobin reappointed 1/21, Cynthia Harris and Claudia Hennessey reappointed 10/21.
Craig Albert moved out of the area, leaving a vacancy.
Lynne Bloomfield and Linda Lengyel resigned 2/22, Lynne Bloomfield withdrew resignation 3/22.
Mary Ellen Holland, Isaac Simonsen and Margaret Reber-Dennis appointed to fill vacancies 4/22.
Mary Pendill was appointed to Chair and Bella Reber was appointed to Vice-Chair 4/22.
Lynne Bloomfield resigned 5/22
Mary Pendill reapptd., Emily Gould to replace Melissa Turnage 11/22
Apollonia (Bella) Reber resigned, Don Berg to complete term, Beulah Ashby to fill vacancy on Board 1/23
Changed Contact Info to Jenna Wienert, new Director of Thomas Baum Senior Center 5/23
Beulah Ashby resigned, Sandra Burgee appointed to fill her unexpired term. 12/23
Comm. Bea Basnight was appointed to fill Comm. Jim Tobin's unexpired term. 2/24

REVISED 2/24



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.

April 2024

Juvenile Crime Prevention Council – 1 term expiring
Manns Harbor Marina Commission – 2 terms expiring

May 2024

Veterans Advisory Council – 2 terms expiring
Zoning Board of Adjustment – 1 term expiring

June 2024

College of the Albemarle Board of Trustees – 1 term expiring
Extra Territorial Jurisdiction District (Town of SS) – 1 term expiring
Fessenden Center Advisory Board – 4 terms expiring
Hatteras Community Center Board – 2 terms expiring
Juvenile Crime Prevention Council – 5 terms expiring
Manns Harbor Community Center Board – 2 terms expiring
Roanoke Island Community Center Board – 2 terms expiring
Rodanthe, Waves, Salvo Community Center Board – 2 terms expiring
Waterways Commission – 4 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