



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, June 21, 2021

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

AGENDA

- 5:00 PM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Employee of the Month
- ITEM 3** Public Comments
- ITEM 4** Public Hearing -- Chapter 160D Amendments to Various Ordinances
- ITEM 5** Dare County Home Health & Dare Hospice
- ITEM 6** FY2022 Budget Amendment for Home Health and Hospice
- ITEM 7** Budget Amendments Required by LGC Memo 2021-04 for GASB Statements #'s 84 & 97
- ITEM 8** RFQ for Professional Architectural Services
- ITEM 9** **Consent Agenda**
1. Approval of Minutes
 2. Tax Collector's Report
 3. Budget Amendment for Holiday and Comp Time Payout
Approved on 5/17/2021
 4. Reimbursement Resolutions -
Fiscal Year 2021-2022 Vehicle & Equipment Financing
Fiscal Year 2021-2022 Public Works Equipment Financing
 5. NCDEQ Grant Contract 8161 and 8162 Budget Amendment
 6. Avon Property Owner's Association July 4th Celebration
 7. Request to Approve Grant Application- Sheriff's Dept.
 8. NCDOT Right of Way Three Party Encroachment Agreement for Dare
Challenge Project
- ITEM 10** **Board Appointments**
1. Game and Wildlife Commission
 2. Wanchese Community Center
 3. East Lake Community Center Board
- ITEM 11** **Commissioners' Business & Manager's/Attorney's Business**

ADJOURN UNTIL 5:00 P.M. ON JULY 19, 2021



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.



Employee of the Month

Description

The Employee of the Month Certification will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



Public Comments

Description

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

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

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Public Hearing -- Chapter 160D Amendments

Description

A public hearing on the Chapter 160D amendments to various Dare County ordinances is scheduled for 5:00 p.m. A staff report summarizing the amendments and the draft amendments to each ordinance (attachment A) are included with this cover sheet.

Board Action Requested

Conduct public hearing and adopt amendments --“I move that the package of amendments to the Dare County Code of Ordinances be adopted as drafted by staff and recommended by the Planning Board.”

Item Presenter

Donna Creef

STAFF REPORT

TO: Dare County Board of Commissioners

FROM: Donna Creef, Planning Director

RE: June 21, 2021 Public Hearing -- Chapter 160D Amendments to Code of Ordinances

Included with this staff report is a package of amendments to various ordinances (Attachment A) in response to changes in state legislation under NCGS Chapter 160D. Chapter 160D is an updated version of the land use regulations and local governments throughout North Carolina are responding to Chapter 160D. A public hearing on the amendments is scheduled for 5:00 p.m. on June 21, 2021. Six ordinances in the Dare County Code of Ordinances are impacted by 160D. The proposed amendments are summarized below and the specific revisions are included in Attachment A. The revisions to the Subdivision Ordinance and the Zoning Ordinance include a couple of new sections to address some procedural issues in administering these ordinances. In discussing the Chapter 160D amendments with Bobby Outten, it was acknowledged that now is a good time to address any procedural issues or oversights as needed to support departmental functions or the administration of the ordinances. These new sections are marked accordingly.

SUMMARY

- Chapter 150 Airport –revisions to substitute 160D reference for old NCGS references of 153A and 160A. (Page 1 Attachment A).
- Chapter 151 Flood Damage Prevention Ordinance -- revisions to substitute 160D reference for old NCGS references of 153A and 160A. (Page 1, Attachment A).
- Chapter 152 Planning and Development – Some sections of Chapter 152 that were used when portions of unincorporated Dare County were unzoned are no longer necessary and are proposed for deletion. All areas of unincorporated Dare are zoned now and are covered by the Zoning Ordinance. Revisions to the Planning Board and Board of Adjustment sections are needed to update the procedures. Some requirements and procedural standards have been relocated to the Zoning Ordinance under the quasi-judicial sections of that ordinance. It makes more sense to have the requirements in the Zoning Ordinance instead of Chapter 152. (Pages 2-9, Attachment A).
- Chapter 153 – Subdivision Ordinance – Several sections of the Subdivision Ordinance need updating. I have also proposed a new section to address standards for frontage roads since the ordinance currently has no standards for width or pavement materials for frontage roads. (Pages 9-12, Attachment A).
- Chapter 158 – Signs – New language is proposed for the sign ordinance to address roof signs and digital display signs. (page 13, Attachment A).
- Chapter 155 – Zoning Ordinance -- The bulk of the amendments are to the Zoning Ordinance. Most of these amendments involve substituting the phrase “special use” for “conditional use” and “Planning Director” for “Building Inspector” and other similar revisions. More substantial amendments are required to address procedural requirements for legislative versus evidentiary

(quasi-judicial) hearings; new sections on administrative review procedures and enforcement are added; and a new section on conflicts of interest for boards and the planning staff is added. The vested rights section has been moved from Chapter 152. The Zoning Ordinance amendments are as follows:

1. One hundred-sixty (160) substitutions of “special”, “special use permit” or “special use subdivision” for “conditional”, “conditional use permit” or “conditional use subdivision” in multiple districts. (Page 14, Attachment A).
2. Ten (10) substitutions of “planning director” and “development approval” for “building inspector” or “building permit” in multiple districts. (Page 14, Attachment A).
3. Section 22-2- Definitions- has been revised to include several new definitions required by 160D. Also, the definitions from the wireless telecommunication tower section have been moved to Section 22-2. (Pages 14-21, Attachment A).
4. Five (5) sections in response to Chapter 160D (Section 22-1, 22-4, 22-12, 22-29.3 and 22-58 have been updated. (Pages 21-23, Attachment A).
5. Seven (7) districts need corrections to density language that was changed in 2018 with multi-family density revisions (RS-6, RS-8, R-2, R-3, C-2H, CS, and S-1). These revisions were overlooked in 2018 and are being corrected now. (Page 24, Attachment A).
6. Three (3) new sections in response to 160D and other issues are proposed – Section 22-28.2 Bona Fide Farms, Section 22-28.3 Family Care Homes, Section 22-28.4 Accessory Uses. The new section on accessory uses will help clarify how setbacks are currently applied to accessory use structures. (Pages 24-25, Attachment A)
7. Delete Section 22-58.3 Family Housing Incentive Standards – I propose this section be deleted. This section establishes density bonuses and other incentives for housing developments that are tied to federal income limits. Zoning regulations were adopted in 2018 and 2019 to facilitate essential housing but those regulations do not include the cumbersome income thresholds. (Pages 26-30, Attachment A).
8. Revisions to Section 22-29.2-- Wireless Telecommunications Systems in response to Chapter 160D. (Pages 30-37, Attachment A).
9. Section 22-63 to Section 22-85 have been revised significantly in response to Chapter 160D. These revisions are detailed on pages 37-58 of Attachment A. These changes include a re-write of the vested interest ordinance, new conflict of interest regulations, and procedures for legislative and quasi-judicial matters.

The Planning Board has reviewed the amendments and voted on May 10, 2021 to recommend adoption. Chapter 160D establishes July 1, 2021 as the date on which local government should have their local ordinances updated and adopted. However, if there are revisions that are identified after the hearing, delaying adoption until July will not result in any major problems or issues.

Motion to adopt Chapter 160D amendments: *“I move that the package of amendments to the Dare County Code of Ordinances be adopted as drafted by staff and recommended by the Planning Board.”*

ATTACHMENT A – staff notes are in red text, new text is underlined and deleted text is strikethrough font.

New language is underlined, deleted is strikethrough**CHAPTER 150 AIRPORT (updated NCGS reference)**

The Dare County Board of Adjustment shall hear and decide appeals from any order, requirement, decision, or determination made by the Dare County Airport Authority in the administration and enforcement of the regulations governing the Airport Overlay (AO) District. Any notice of appeal specifying the grounds thereof shall be filed with the Dare County Board of Adjustment. The Quasi-judicial Procedures of the Board of Adjustment set forth in § 152.11 Section 22-70 of the Dare County Code of Ordinances Zoning Ordinance shall apply to appeals under the Airport Overlay (AO) District. The Dare County Board of Adjustment shall furnish to the Dare County Airport Authority a copy of such notice of appeal.

CHAPTER 151 FLOOD DAMAGE PREVENTION ORDINANCE**151.01 STATUTORY AUTHORIZATION. (REVISED FOR 160D REFERENCE)**

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; ~~Parts 3 and 4 of Article 18~~ 8 of Chapter ~~153A-160A~~; and ~~Part 121, Article 6 of Chapter 153A, Article 7, 9 and 11 of Chapter 160D~~ (Effective ~~January 1, July 1, 2021~~) of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare.

151.07 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated June 19, 2020 for Dare County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance and all revisions thereto. ~~after January 1, 2021. Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of Dare County are also adopted by reference and declared a part of this ordinance. Subsequent Letter of Map Revisions (LOMRs) and/or Physical Map Revisions (PMRs) shall be adopted within 3 months.~~

CHAPTER 152: PLANNING AND DEVELOPMENT

General Provisions

- 152.01 Vesting of Rights (*moved to Zoning Ordinance*)
 152.02. Large Structures dangerous to the public health (*delete, covered by ZO*)
 152.03 Fencing for borrow pits (*renumber as needed*)
 152.04 Electronic gaming operation (*delete, covered by ZO*)

Planning Board

- 152.10 Planning Board (*revised as marked*)
 152.11 Board of Adjustment (*deleted, covered by ZO*)

Building Code (*no changes*)

~~152.03~~ **152.01 FENCING FOR BORROW PITS** -- *renumbered no change to language*

152.10 PLANNING BOARD.

A) *Establishment; jurisdiction.* There is re-established a board known as the Dare County Planning Board, whose jurisdiction shall include the area within the limits of the County as the law provides.

(B) *Composition; appointment of members; terms; vacancies; attendance at meetings.* The Planning Board shall be composed of 7 members, who shall be residents of the County and who shall be appointed by the Board of Commissioners. The Planning Board shall consist of 1 member from each of the 4 districts defined in division (C) below, and 3 members-at-large. Except for the Chairperson and members-at-large, members must reside in the district for which they are appointed. All members shall serve for a term of 3 years and members may be appointed for consecutive terms. Vacancies occurring for reasons other than expiration of terms shall be filled as they occur for the period of the unexpired term. Faithful attendance at the meetings of the Board is considered a prerequisite for the maintenance of membership on the Board. The Chairperson and members shall serve at the pleasure of the Board of Commissioners. The Board of Commissioners shall designate 1 member of the Planning Board to serve as the Chairperson.

(C) *Composition of Districts.*

- (1) District One: The mainland and Roanoke Island.
- (2) District Two: Town of Nags Head and all of Bodie Island south to Oregon Inlet; Town of Kill Devil Hills and adjacent or nearby to the west including but not limited to Colington Islands and Baum Bay Harbor.
- (3) District Three: Town of Kitty Hawk, Town of Southern Shores, all the remainder of Dare County west and north of the Town of Southern Shores.
- (4) District Four: Hatteras Island.

(D) *Organization; rules and records; meetings generally; quorum.* ~~The Planning Board shall create and fill such offices as it may determine. The Board may adopt rules for transaction of its resolutions, discussions, findings and recommendations, the record of which shall be a public record. The Board shall hold at least one meeting monthly~~ meet as needed and all of its meetings shall be open to the public. There shall be a quorum of four members for the purpose of taking any official action required by this section. The Planning Board shall follow the same rules of procedures as those adopted by the Dare County Board of Commissioners. A copy of these adopted rules of procedures shall be maintained by the Dare County Planning Director and posted on the Dare County website. (160D-308)

(E) *Powers and duties generally.*

~~It shall be the duty of the Planning Board to prepare plans of the County and those of others so as to bring about a coordinated and harmonious development of the area. The Planning Board is designated as the planning agency for the preparation of a zoning and land use plan for areas of the county under the authority of G.S. § 153A-344. In addition, the Planning Board is empowered:~~ The Planning Board is designated as the planning agency for the unincorporated portions of Dare County and shall have the following assignments:

- (1) ~~To make studies of the county and surrounding areas;~~ Prepare, review, maintain, monitor, and periodically update and recommend to the Dare County Board of Commissioners a comprehensive plan and other such plans as deemed appropriate, and conduct related research, data collection, mapping and analysis;
- (2) ~~To determine objectives to be sought in the development of the study area;~~ Facilitate and coordinate citizen engagement and participation in the planning process;
- (3) ~~To prepare and adopt plans for achieving these objectives;~~ Develop and recommend policies, ordinances, development regulations, administrative procedures, and other means for carrying out plans in a coordinated and efficient manner;
- (4) ~~To develop and recommend policies, ordinances, administrative procedures and other means for carrying out plans in a coordinated and efficient manner;~~ Advise the Dare County Board of Commissioners concerning the implementation of plans, including but not limited to, review and comment on all zoning text and map amendments as required by NCGS 160D-604;
- (5) ~~To advise the Board of Commissioners concerning the use and amendment of means for carrying out plans;~~ Exercise any functions in the administration and enforcement of various means for carrying out plans that the Dare County Board of Commissioners may direct;

~~(6) To exercise any functions in the administration and enforcement of various means for carrying out plans that the Board of Commissioners may direct; and Provide a preliminary forum for review of special use permits, provided that no part of the forum or recommendation may be used as a basis for the Dare County Board of Commissioners in deciding on special use permits and~~

~~(7) To perform any other related duties that the Board of Commissioners may direct. Perform other related duties that may be assigned by the Dare County Board of Commissioners.~~

~~(8) The Planning Board is authorized to appoint the committees and employees and to authorize the expenditures as it may see fit, subject to the limitation of funds provided for the Planning Board by the Board of Commissioners in the annual budget.~~

~~(9) The Planning Board may set up special committees to assist it in the study of specific questions and problems.~~

~~(10) The Planning Board may perform any of the actions authorized for planning agencies by G.S. Ch. 153A.~~

(F) Public Comments – A public comment period shall be provided at the beginning of each Planning Board meeting for citizens to present comments on any land use matter in general or on specific proposals that may be under consideration by the Planning Board. Public comments may also be mailed by US Postal Service or electronically delivered to the Planning Board. (new section)

(G) Oath of Office – All members of the Planning Board shall, before entering their duties, be sworn in by the Planning Board Clerk or Clerk to the Board of Commissioners when initially appointed to the Planning Board and at each subsequent re-appointment. (new section)

(H) Conflict of Interest – The conflict of interest provisions of Section 22-73 of the Dare County Zoning Ordinance shall apply to all Planning Board actions. (new section)

(Prior Code, § 152.10) (Ord. passed 1-6-1997; Am. Ord. passed 3-18-2019)

152.11 BOARD OF ADJUSTMENT.

(A) *Establishment; jurisdiction.* There is hereby established a board known as the Dare County Board of Adjustment, whose jurisdiction shall include the area within the limits of the county as provided by law.

(B) *Composition and duties.*

(1) *Composition.* The Board of Adjustment shall be composed of 5 regular members and 3 alternate members, all of whom shall be residents of the unincorporated areas of Dare County or residents of the municipal areas of Dare County. Alternate members shall serve on the Board in the absence or temporary disqualification of any regular member or

fill a vacancy pending appointment of a member. Each alternate serving on behalf of any regular member has all the powers and duties of a regular member.

(2) *Appointment of members and qualifications.* All members shall be appointed by the Board of Commissioners and shall serve at the Board's pleasure. Regular or alternative members may be appointed from the Dare County Planning Board membership.

(3) *Terms.* The terms of office for regular and alternate members shall be 3 years. ~~Of the initial regular members, 2 shall be appointed for a term of 1 year, 2 shall be appointed for a term of 2 years and 1 shall be appointed for a term of 3 years. Of the initial alternate members, 1 shall be appointed for a term of 1 year, 1 shall be appointed for a term of 2 years and 1 shall be appointed for a term of 3 years. Following the expiration of these initial terms of office, all members shall be appointed for terms of 3 years.~~ Vacancies occurring for reasons other than expiration of terms shall be filled as they occur for the period of the unexpired term.

(4) *Attendance.* Faithful attendance at the meetings of the Board is considered a prerequisite for the maintenance of membership on the Board.

(5) *Compensation.* All members shall be compensated in the same manner and at the same rate as members of the Dare County Planning Board.

(C) *Organization; rules and records; meetings generally; quorum.*

(1) *Organization; officers.* The position of the Chair of the Board of Adjustment is hereby created; the Chair shall be appointed by the Board of Commissioners from among the membership of the Board. ~~The term of office shall be 1 year.~~ The Board of Adjustment shall create and fill such additional offices as it may determine to be necessary.

(2) *Rules and records.* ~~The Board shall adopt rules for transaction of its business, including resolutions, discussions, findings, recommendations, proceedings and hearings, the records of which shall be public records and shall be maintained in accordance with G.S. Ch. 132.~~ The Board of Adjustment shall follow the same rules of procedures as those adopted by the Dare County Board of Commissioners. A copy of these adopted rules of procedures shall be maintained by the Dare County Planning Director and posted on the Dare County website. (160D-308)

(3) *Meetings.* The Board shall hold regular, special, and emergency meetings when necessary to carry out its powers and duties consistent with the applicable provisions of state law and local ordinances. All meetings and proceedings of the Board shall be open to the public and shall be conducted in accordance with G.S. § 143-33C. The Board shall keep minutes of its proceedings in accordance with G.S. § 143-318.9 *et seq.*

(4) *Quorum.* There shall be a quorum of 4 members for the purpose of taking any official action authorized by the section or by law.

(5) *Notice.* Notice procedures as set forth in Section 22-72 of the Dare County Zoning Ordinance for quasi-judicial procedures shall be followed for Board of Adjustment meetings.

(a) ~~Mailed notification.~~

~~1. Notice of a hearing shall be mailed:~~

- ~~a. To the person or entity whose appeal, application or request is the subject of the hearing;~~
- ~~b. To the owner of the property that is the subject of the hearing if the owner did not initiate the hearing;~~
- ~~c. To the owners of all parcels of land abutting the parcel of land that is the subject of the hearing.~~

~~2. Notice shall be mailed by first class mail to the last known address listed on the Dare County tax listing to any persons entitled to received mailed notice. Such notice shall be deposited in the mail at least 10 days, but not more than 25 days, prior to the date of the hearing.~~

~~(a) *Property posted.* Notice of the hearing shall be prominently posted on the site that is the subject of the hearing or on an adjacent street or highway right-of-way. Such notice shall be posted on the site at least 10 days, but not more than 25 days, prior to the date of the hearing.~~

(D) Conflict of Interest – The conflict of interest provisions of Section 22-73 of the Dare County Zoning Ordinance shall apply to all Planning Board actions. (new section)

(E) Powers and duties. (MOVED TO SECTION 22-71 OF THE ZONING ORDINANCE)

~~(1) *Appeals.* The Board of Adjustment shall hear and decide appeals decisions of administrative officials charged with enforcement of zoning ordinance and may hear appeals arising out of any other ordinance that regulates land use or development pursuant to all of the following on administrative decisions regarding administrative development approvals and enforcement of the zoning regulations and appeals arising out of any other ordinance that regulates land use or development.~~

~~(a) Any person who has standing under G.S. § 160A-393(d) or Dare County may appeal a decision to the Board of Adjustment. An appeal is taken by filing a notice of appeal with the Clerk to the Board of Adjustment. The notice of appeal shall state the grounds for the appeal.~~

~~(b) The official who made the decision shall give written notice to the owner of the property that is the subject of the decision and to the party who sought the decision, if different from the owner. The written notice shall be delivered by personal delivery, electronic mail, or first-class mail.~~

~~(c) The owner or other party shall have 30 days from receipt of the written notice within which to file an appeal. Any other person with standing to appeal shall have 30 days from receipt from any source of actual or constructive notice of the decision within which to file an appeal.~~

~~(d) An appeal of a notice of violation or other enforcement order stays enforcement of the action appealed from unless the official who made the decision certifies to the Board of Adjustment after notice of appeal has been filed that because of the facts stated in an affidavit, a stay would cause imminent peril to life or property or because the violation is transitory in nature, a stay would seriously interfere with enforcement of the ordinance. In that case, enforcement proceedings shall not be stayed except by a restraining order, which may be granted by a court. If enforcement proceedings are not stayed, the~~

~~appellant may file with the official a request for an expedited hearing of the appeal, and the Board of Adjustment shall meet to hear the appeal within 15 days after such a request is filed. Notwithstanding the foregoing, appeals of decisions granting a permit or otherwise affirming that a proposed use of property is consistent with the ordinance shall not stay the further review of an application for permits or permissions to use such property; in these situations the appellant may request and the Board of Adjustment may grant a stay of final decision of permit applications or building permits affected by the issue being appealed.~~

~~(e) Subject to the provision of subsection (f) above, the Board of Adjustment shall hear and decide the appeal within a reasonable time.~~

~~(f) The official who made the decision shall be present at the hearing as a witness. The appellant shall not be limited at the hearing to matters stated in the notice of appeal. If any party or Dare County would be unduly prejudiced by the presentation of matters not presented in the notice of appeal, the Board shall continue the hearing. The Board of Adjustment may reverse or affirm, wholly, or partly, or may modify the decision appealed from and shall make any order, requirement, decision, or determination that ought to be made. The Board shall have all the powers of the official who made the decision.~~

~~(g) When hearing an appeal pursuant to G.S. § 160A-400.99(e) or any other appeal in the nature of certiorari, the hearing shall be based on the record below and the scope of the review shall be as provided in G.S. § 160A-393(k).~~

~~(h) The parties to an appeal that has been made under this subsection may agree to mediation or other forms of alternative dispute resolution.~~

~~(2) *Special use permits.* The ordinance may provide that the Board of Adjustment may hear and decide special use permits in accordance with standards and procedures specific in the ordinance. Reasonable and appropriate conditions may be imposed upon these permits.~~

(3) *Variances.* The Board of Adjustment shall hear and decide variances subject to the provisions of NCGS 160D and the provisions of Section 22-71 of the Dare County Zoning Ordinance.

~~(a) When unnecessary hardships would result from carrying out the strict letter of a zoning ordinance, the Board of Adjustment shall vary any of the provisions of the ordinance upon a showing of all of the following:~~

~~1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in absence of the variance, no reasonable use can be made of the property.~~

~~2. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.~~

~~3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created~~

hardship.

4. ~~The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.~~

~~(b) No change in permitted uses may be authorized by variance. Appropriate conditions may be imposed on any variance, provided that the conditions are reasonable related to the variance. Any other ordinance that regulates land use or development may be provided for variances consistent with the provisions of this subsection.~~

~~(E) *Voting.* The concurring vote of four fifths of the Board shall be necessary to grant a variance. A majority of the members shall be required to decide any other quasi-judicial matter or to determine an appeal made in in the nature of certiorari. For the purposes of this subsection, vacant positions on the Board and members who are disqualified from voting on a quasi-judicial matter shall not be considered members of the Board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members.~~

~~(1) A member of the Board of any other body exercising quasi-judicial functions pursuant to this subchapter shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible conflicts include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not~~

~~susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. If an objection is raised to a member's participation and that member does not recuse himself or herself, the remaining members shall by majority vote rule on the objection.~~

~~(2) *Quasi-judicial decisions and judicial review.*~~

~~(a) The Board shall determine contested facts and make its decision within a reasonable time. Every quasi-judicial decision shall be based upon competent, material, and substantial evidence in the record. Each quasi-judicial decision shall be reduced to writing and reflect the Board's determination of contested facts and their application to the applicable standards. The written decision shall be signed by the Chair or other duly authorized member of the Board. A quasi-judicial decision is effective upon filing the written decision with the Clerk to the Board. The decision of the Board shall be delivered by personal delivery, electronic mail or by first class mail to the applicant, property owner, and to any person who has submitted a written request for a copy, prior to the date the decision becomes effective. The Clerk to the Board shall certify that proper notice has been made.~~

~~(b) Every quasi-judicial decision shall be subject to review by the superior court by proceedings in the nature of pursuant to G.S. § 160A-393. A petition for review shall be filed with the Clerk of Superior Court by the later of 30 days after the decision is effective or after a written copy thereof is given accordance with subsection (E)(2)(a). When first-class mail is used to deliver notice, 3 days shall be added to the time to file the petition.~~

~~(F) *Oaths.* The Chair of the Board or any member acting as Chair and the Clerk to the Board are authorized to administer oaths to witnesses in any matter coming before the~~

~~Board. Any person who, while under oath during a proceeding before the Board of Adjustment, willfully swears falsely is guilty of a Class 1 misdemeanor.~~

~~(G) Subpoenas. The Board of Adjustment through the Chair, or in the Chair's absence, anyone acting as Chair, may subpoena witnesses and compel the production of evidence. To request issuance of a subpoena, persons with standing under G.S. § 160A-393(d) may make a written request to the Chair explaining why it is necessary for certain witnesses or evidence to be compelled. The Chair shall issue requested subpoenas he or she determines to be relevant, reasonable in nature and scope, and not oppressive. The Chair shall rule on any motion to quash or modify a subpoena. Decisions regarding subpoenas made by the Chair may be appealed to the full Board of Adjustment. If a person fails or refuses to obey a subpoena issued pursuant to this subsection, the Board of Adjustment or the party seeking the subpoenas may apply to the General Court of Justice for an order requiring that its subpoena be obeyed and the court shall have jurisdiction to issue these orders after notice to all proper parties.~~

~~(H) The Board of Adjustment may appoint such committees and employees and authorize such expenditures as it sees fit, subject to the limitation of funds provided by the Board of Adjustment in the annual Dare County budget.~~

~~(I) The Board of Adjustment may set up special committees to assist in the study of specific questions and problems.~~

~~(J) The Board of Adjustment may hire legal counsel to advise on legal and procedural matters within its jurisdiction, and, if necessary, represent it in proceedings, hearings, and appeals and other matters as may be required.—The Board of Adjustment, upon approval of the Dare County Manager, may hire legal counsel to advise on legal and procedural matters within its jurisdiction,.....~~

~~(Prior Code, § 152.11) (Res. passed 4-4-2003) (Ord. passed 10-7-2013; amended 12-4-2017)~~

CHAPTER 153 SUBDIVISION ORDINANCE (nine sections of ordinance revised)

153.04 Revised – The Dare County Register of Deeds shall record no plat of a subdivision of land within unincorporated Dare County ~~and outside of the jurisdiction of any municipality of Dare County~~ until the ~~Planning Board~~ Subdivision Administrator of Dare County has approved a final plat of the subdivision. (better wording)

153.17 (B) Submission of Final Plat (**Revised for Vested Interest Ordinance**)

(2) The final plat for the subdivision or for the first phase of the subdivision as indicated in the sequence of phases on the approved preliminary plat shall be submitted not more than ~~12 months~~ 2 years after the date on which the preliminary plat was approved by Dare County;

153.20 Minor Subdivisions (**no zoned areas remain**)

(C) Lot Size – For zoned areas, all lots in a minor subdivision shall meet the minimum requirements of the applicable zoning district. ~~For unzoned areas, lots served by a central water supply shall contain 15,000 square feet of area, and lots served by individual private wells shall contain 20,000 square feet of area.~~

(D) Density Limitations—~~All habitable structures built in minor subdivision residential lots shall be limited to a maximum capacity of 4 bedrooms or bedroom equivalents (as defined by the Dare County Environmental Health Department) and/or wastewater capacity not to exceed 480 gallons per day.~~
(inconsistent with state regulations 160D-702 – building design elements)

Minor Subdivision Certificate (**inconsistent with state regulations 160D-702 – building design elements**)

“This subdivision has been approved as a minor subdivision under the standards of the Dare County Subdivision Ordinance. The lots in this subdivision shall be used for single-family residential purposes. and shall be limited to a maximum of 4 bedrooms or bedroom equivalents (as defined by the Dare County Environmental Health Department) and/or wastewater capacity not to exceed 480 gallons per day. This residential limitation for minor subdivision lots shall not preclude the location of home occupations or other commercial accessory uses as may be permitted in certain zoning districts in unincorporated Dare County. Maintenance of all infrastructure improvements, including roads and swales, shall be the sole responsibility of the property owners.”

153.32 General Standards (**REVISED with new language**)

(3) If there are more than 4 lots fronting on a highway, a frontage road may be required.

If more than four (4) lots front on a public or private street, a frontage access easement may be required to alleviate driveway cuts on the street. The access easement shall be paved to the NCDOT criteria for subdivision streets and shall be a twenty feet in width unless a greater width is required for emergency access vehicle service as determined by input from the Dare County Fire Marshal and/or Emergency Medical Services Director. The access easement shall be located across the front of all proposed lots between the front property line and the building setback line for each lot. The impervious area of the access easement shall not be calculated in the lot coverage limitation applied to each lot in the division. Required parking for the individual lots shall be provided outside of the access easement however parallel parking along the frontage access easement may be provided for compliance with the parking standards of Section 22-56 of the Dare County Zoning

Ordinance. Maintenance of the access easement shall be the responsibility of the abutting property owners and addressed in restrictive covenants for the subdivision that are recorded in the Dare County Register of Deeds in conjunction with the final plat of the subdivision.

153.40 Streets (REVISED)

(1) A common drive 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. Such Common driveways shall be a minimum of 12 feet in width and shall be paved in a manner consistent with the standards of Section 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 2 4 lots.

153.56.1 Subdivision Approval Decisions (160D-1403) NEW SECTION

A. Preliminary Plat Approval – Written notice of preliminary plat approval shall be issued by the Dare County Subdivision Administrator. Such notice may be delivered in electronic or print form.

B. Final Plat Approval and Plats Exempt from Planning Board Review – Written notification of recordation of a final plat or exempt plat following approval by the Dare County Subdivision Administrator shall be provided after such plat has been recorded in the Dare County Register of Deeds. Such notice may be delivered in electronic or print form.

153.56.2 Amendments to Subdivision Ordinance (REVISED)

~~This chapter may be amended from time to time by the Board of Commissioners in accordance with 453A-343.~~ This chapter may be amended as needed by the Dare County Board of Commissioners in accordance with the notice procedures found in Section 22-70 of the Dare County Zoning Ordinance for legislative hearings and other procedures for legislative decisions.

153.57 Appeals of decisions on subdivision plats (160D-1403) NEW SECTION

Any approval of a subdivision plat may be appealed and is subject to review by filing action in Dare County superior court seeking appropriate declaratory or equitable relief within 30 days from receipt of written notice of the decision, such decision shall be made as provided in Section 153.56.1 of this ordinance.

153.99 Penalties (160D-807) (REVISED)

(A) Any person who, being the owner or agent of the owner of any land located within the planning and development jurisdiction of Dare County ~~this chapter,~~ thereafter subdivides his land in violation of the regulation or transfers or sells the land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land, before the plat has been properly under such regulation approved in accordance with this chapter and recorded in the Office of the Register of Deeds, shall be guilty of a Class 1 misdemeanor. The description of metes and bounds in the instrument of transfer or other document used in the process of selling or transferring shall not exempt the transaction from this penalty. ~~the penalties provided therefor.~~ The county may also seek injunctive relief for the illegal subdivision, transfer, conveyance or sale of land. Dare County may bring an action for injunction of any illegal subdivision, transfer, conveyance or sale of land, and the court shall, upon appropriate findings, issue an injunction and order requiring the offending arty to comply with the subdivision regulation. Building permits required pursuant to NCGS 160D-1108 may be denied for lots that have been illegally subdivided. In addition to other remedies, Dare County may institute any appropriate

action or proceedings to prevent the unlawful subdivision of land, to restrain, correct, or abate the violation, or to prevent any illegal act or conduct.

~~(B) Violation of [§ 153.34](#)(C)(4) shall be a misdemeanor under G.S. § 14-4 and each day's continuing violation shall be a separate offense. Notwithstanding the criminal penalties, the county may institute a civil action against the offender, seek enforcement by appropriate equitable remedy, injunction and order of abatement or by any remedy authorized by G.S. §§ 153A-123 and 153A-324. Restoration of the drainage improvements to the original status shall also be required.~~

Chapter 158 SIGN ORDINANCE (four sections proposed for revision)

158.02 DEFINITIONS (new definitions to be added)

DIGITAL DISPLAY -- A display area in a sign or portion of a sign that is made up of internally illuminated components that display an electronic image, text or pictures and is capable of changing the message periodically. Digital display signs may include but are not limited to television or video screens, holographic displays, programmable ink, LCD, LED or plasma screens.

EXTERNALLY ILLUMINATED SIGN – a sign illuminated with a light source located either above or below the sign directed onto the sign face so the message is visible.

INTERNALLY ILLUMINATED SIGN– a sign illuminated by a light source that is concealed or contained in the sign and is visible that translucent surface. Internally illuminated signs feature a static message such as the business name and are not to be considered as a digital display sign.

MESSAGE BOARD – a component of a free-standing sign that use lights to form a message of alpha-numeric symbols which can be electronically programmed to change its sequence at a set rate of change.

158.04 PROHIBITED SIGNS (new language added)

(12) Roof signs including painting on roof or displays that extend beyond the highest point of the roof structure.

158.05 ADMINISTRATION AND PERMITS (language deleted as noted)

(B) (13) Campaign signs which advocate for or against the election of a named candidate, group of candidates, or candidates of a named political party in any election, or which advocate for or against a referendum ballot question, so long as the sign:

1. On public property, public buildings, and public structures, including traffic control signal poles and other traffic control signs;
2. ~~In public rights-of-way, including the rights-of-way along state maintained roads;~~
3. On utility poles and power company structures; and
4. Within any polling location buffer zones established pursuant to North Carolina law and/or by the Dare County Board of Elections.

(C) Signs that require a permit. (new language underlined)

5) Wall Signs - The amount of wall signage allowed shall be based on the location of the building and the setback distance from the street right-of-way. These standards are designed to encourage the maximum use of wall signage to replace the use of temporary sandwich board or A-frame signs and numerous free-standing signs. Individual businesses shall display wall signs that contain the name of their establishment.

(e) Wall signage may utilize a digital display if all of the following criteria as met:

1. Digital display areas may be illuminated from 6:00 a.m. to 10:00 p.m. Each digital display shall be equipped with a control system that automatically adjusts light emission levels to ambient light conditions to avoid glare or excessive brightness.
2. The digital display shall not contain full- motion video, flashes, moves or scrolls, features interactive functions, uses animation, or emits noise. Each message shall transition instantly and messages shall not change more frequently than once every 60 minutes.
3. Digital display signage shall not be exceed a maximum of one foot-candle illumination at the property line. This foot-candle rating shall be certified by an independent contractor at the time of installation of the sign and periodically as requested by the Planning Director to demonstrate compliance with this rating.
4. Only one digital display sign shall be allowed per business site.
5. Message boards as defined in Section 158.02 of a free-standing sign shall not be considered a digital display.

Chapter 155 – Zoning Ordinance

Substitutions – various sections

1. Substitute “special” “special uses”, “special use permit” or “special use subdivision” for “conditional”, “conditional use”, “conditional use permit” or “conditional use subdivision” in the following districts: NH, CP-R, BNH, ELNH, RS-1, MP-1, RS-6, RS-8, RS-10, R-1, R-1A, R-2, R-2A, R2-B, R-2H, R2-AH, SP-2, R-3, R-4, MH-A, MH-B, ELR, C-1, SP-1, SNC, C-2, C2-H, C-3, CS, I-1 S-1, VC, SED-1, VC-2 VR, WR-1, BT, RB, NC, HML, WVC, MC-2, MC-1, H345 ELR, ELVC, ELCS, Section 27-20, 22-29.1, 22-29.4, 22-31, 22-31.2, 22-52, 22-58.1, 22-58.5, Section 22-58.6 Section 22-58.7, Section 22-58.9 and Section 22-58.9.
2. Substitute “planning director” and “development approval” for “building inspector” or “building permit”: Section 22-54 and 22-55

Section 22-2 Definitions (160D-102)

Administrative decision- Decisions made in the implementation, administration, or enforcement of development regulations that involve the determination of facts and the application of objective standards set forth in this Chapter or other Dare County ordinances. This definition includes the term administrative determinations.

Administrative hearing- A proceeding used to gather facts to aid in an administrative decision or administrative determination.

Accessory Equipment structure: A building or cabinet like structure located adjacent to, or in the immediate vicinity of, a wireless telecommunications support tower or antenna to house equipment customarily incidental to the receiving or transmitting of wireless broadcasts, cellular telephone calls, voice messaging and paging services.

Alternative tower structure -- clock towers, sculptures, bell steeples, utility poles and similar alternative-design mounting structures that conceal the presence of antennas or WSS towers.

Antenna: ~~Equipment used for transmitting or receiving radio frequency signals which is attached to a tower, building, or other structure usually consisting of a series of directional panels, microwave or satellite dishes, or omni-directional “whip” antennae. (6-21-99)~~

Antenna: Communications equipment that transmits, receives, or transmits and receives electromagnetic radio signals used in the provision of all types of wireless communications services. (160D-931)

Antenna, stealth -- ~~wireless telecommunications antenna and related equipment designed to blend into surrounding environment or integrated into the physical structure to which it is attached.~~

Applicable codes – The North Carolina State Building Code and any other uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization together with State or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons. (160D-031)

Application – A request submitted by an applicant to Dare County for a permit to collocate wireless facilities or to approve the installation, modification, or replacement of a utility pole or wireless support facility.

~~Base transceiver station: Equipment that provides the link between wireless communications and land-based public telephone switching networks, including radio frequency transceivers, back-up power sources, power amplifiers, and signal processing hardware, typically contained in a small building or cabinet.~~

Base station - A station at a specific site authorized to communicate with mobile stations, generally consisting of radio receivers, antennas, coaxial cables, power supplies, and other associated electronics.

Bedroom – see sleeping room (2018 NC resd code)

Board of Commissioners- Dare County Board of Commissioners.

Bona Fide Farming -- As set forth in NCGS 106-581.1

1. The cultivation of soil for the production and harvesting of crops, including but not limited to, grains, fruits, vegetables, sod, ornamental and flowering plants.
2. The planting and production of trees and lumber.
3. Dairying and the raising, management, care and training of livestock, including horses, bees, poultry, and all other animals for individual and public use, consumption, and marketing.
4. Aquaculture as defined in NCGS 106-758
5. The operation, management, conservation, improvement, and maintenance of a farm and the structures and buildings on the farm, including building and structure repair, replacement, expansion, and construction incident to the farming operation. This shall include existing or new residences constructed to the NC building code situated on the farm occupied by the owner, lessee, or operator of the farm.
6. When performed on the farm, “agriculture”, “agricultural”, and “farming” also include the marketing and selling of agricultural products, agritourism, the storage and use of materials for agricultural purposes, packing, treating, processing, sorting, storage, and other activities performed to add value to crops, livestock, and agricultural items produced on a farm, and similar activities incident to the operation of a farm.
7. A public or private grain warehouse or warehouse operation where grain is held ten days or longer and includes, but is not limited to, all buildings, elevators, equipment, and warehouse consisting of one or more warehouses sections and considered a single delivery point with the capability to receive, load out, weight, dry, and store grain.
8. The production of a nonfarm product that the Department of Agriculture and Consumer Services recognizes as a “Goodness Grows in North Carolina” product that is produced on a farm subject to a conservation agreement under NCGS 106-743.2.

Building permit. – An official administrative authorization issued by the local government prior to beginning construction consistent with the provisions of G.S. 160D-11-10.

Certificate of Occupancy – certificate of occupancy for a building or structure issued by the Dare County Building Inspector certifying compliance with NC residential and/or building code and authorizing occupancy of the building or structure.

Certificate of zoning compliance – a certificate issued by the Dare County Planning Director certifying zoning compliance for any building, structure, land use or special use permit. This is a separate permit than the certificate of occupancy issued by the Building Inspector.

~~Co-location: The location of wireless telecommunications equipment from more than one provider on one common tower, building, or structure. (6-21-99)~~

Collocation -- The placement, installation, maintenance, modification, operation or replacement of wireless facilities on, under, within, or on the surface of the earth adjacent to existing structures, including utility poles, water towers, buildings, and other structures capable of structurally supporting the attachment of wireless facilities. This term does not include the installation of new utility poles or wireless support structures.

Communications facility -- The set of equipment and network components, including wires and cables and associated facilities used by a communications service provider to provide communications services.

Communications service provider -- A cable operation as defined in 47 USC Section 522 (5); a provider of information service as defined in 47 USC Section 153 (24); a telecommunications carrier as defined in 47 USC Section 153 (53) or a wireless provider.

Conditional zoning -- a legislative zoning map amendment with site-specific conditions incorporated into the zoning map amendment.

Determination- A written, binding order regarding an administrative decision.

Developer- A person, including a governmental agency or redevelopment authority, who undertakes development and owns the property to be developed, or who has been authorized to develop the property by the owners.

Development- Any of the following:

- a. The construction, erection, alteration, enlargement, renovation, substantial repair, movement to another site, or demolition of a structure
- b. excavation, grading, filling, clearing, or alteration of land
- c. subdivision of land
- d. Initiation or substantial change in the use or the intensity of the use of land

Development approval- a written administrative or quasi-judicial approval made pursuant to this Chapter approval that is required to begin development or a specific activity, project, or developmental proposal. Development approvals include, but are not limited to, zoning permits, site plan approvals, special use permits, variances, and certificates of appropriateness.

Development regulation- A zoning regulation, subdivision regulation, erosion and sedimentation control regulation, floodplain or flood damage prevention regulation, stormwater control regulation,

wireless telecommunication facility regulation, State Building Code, or any other regulation adopted in accordance with North Carolina General Statutes.

Distributive antenna systems (DAS) -- a single network of spatially separated antenna nodes connected to a common source via transport medium that provides wireless service within a geographic area or structure. Distributive antenna systems (DAS) are a stealth form of a wireless system.

Dwelling Unit – a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Dwelling unit (current ZO)—~~one room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy or rental or lease, physically separated from other rooms or dwelling units which may be in the same structure or containing independent cooking and sleeping facilities for a single family.~~—(need to delete and use NC resd code definition)

Eligible facilities request (EFR) -- a request for modification of an existing wireless tower or base station that involves collocation of new transmission equipment or replacement of transmission equipment but does not involve a substantial modification.

Equipment compound - an area surrounding or near the base of a wireless support structure within which a wireless facility is located.

Evidentiary hearing- A hearing to gather competent, material, and substantial evidence in order to make findings for a quasi-judicial decision required by a development regulation in this Chapter.

Fall zone -- the area in which a wireless support structure may be expected to fall in the event of a structural failure, as measured by engineering standards.

Family Care Home - a home with support and supervisory personnel that provides room and board, personal care and habilitation services in a family environment for not more than six resident persons with disabilities. Persons with disabilities means a person with a temporary or permanent physical, emotional, or mental disability including but not limited to mental retardation, cerebral palsy, epilepsy, autism, hearing and sight impairments, emotional disturbances, and orthopedic impairments, but not including mentally ill persons who are dangerous to others as defined in NCGS 122C-3(11)b.

Large-scale rezoning -- a zoning map amendment that proposes to change the zoning designation of more than 50 properties owned by at least 50 different property owners.

Legislative decision- The adoption, amendment, or repeal of a regulation under this Chapter. The term also includes the decision to approve, amend, or rescind a development agreement consistent with the provisions of this Chapter or the Dare County Code of Ordinances, zoning map amendments or rezonings, and zoning text amendments.

Legislative hearing- a hearing to solicit public comment on a proposed legislative decision. May also be referred to as a public hearing.

Micro wireless facility - a small wireless facility that is no larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any no longer than 11 inches.

Planning and development regulation jurisdiction- For the purposes of this Chapter is the unincorporated portions of Dare County in which Dare County may adopt and apply development regulations.

Planning Board - Dare County Planning Board

Pre-existing towers and antennas -- any tower or antenna for which a permit was issued prior to June 21, 1999 of this regulations

Quasi-judicial decision- A decision involving gathering facts regarding a specific application of a development regulation that requires discretion when applying the standards of the regulation. Quasi-judicial decisions include, but are not limited to, decisions involving variances, special use permits, certificates of appropriateness, and appeals of administrative determinations.

Search ring -- the area within which a wireless support facility or wireless facility must be located in order to meet service objectives of the wireless service provider using the wireless facility or wireless support structure.

Site plan. – A scaled drawing and supporting text showing the relationship between lot lines and the existing or proposed uses, buildings, or structures on the lot. The site plan may include site-specific details such as building areas, building height and floor area, setbacks from lot lines and street rights-of-way, intensities, densities, utility lines and locations, parking, access points, roads, and stormwater control facilities that are depicted to show compliance with all legally required development regulations that are applicable to the project and the site plan review. A site plan approval based solely upon application of objective standards is an administrative decision and a site plan approval based in whole or in part upon the application of standards involving judgment and discretion is a quasi-judicial decision. A site plan may also be approved as part of a conditional zoning decision.

Sleeping room – a room designated as sleeping or bedroom on the plans and permit application (from 2018 NC residential code

Small wireless facility -- a wireless facility that meets both of the following qualifications

1. Each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements, if enclosed, could fit within an enclosure of no more than six cubic feet.

2. All other wireless equipment associated with the facility has a cumulative volume of no more than 28 cubic feet. For purposes of this subsection, the following types of ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cut-off switches, vertical cable runs for the connection of power and other services, or other support structures.

Special use permit. – A permit issued to authorize development or land uses in a particular zoning district upon presentation of competent, material, and substantial evidence establishing compliance with one or more general standards requiring that judgment and discretion be exercised as well as compliance with specific standards. The term includes permits previously referred to as conditional use permits or special exceptions.

Site-specific vesting plan -- a plan used for the establishment of a zoning vested right. For the purposes of this ordinance, a special use permit and a preliminary subdivision plat are determined to constitute site-specific vesting plans.

Substantially commenced -- also substantial commencement of work -- a level of work on a project that includes the installation of on-site infrastructure improvements such as stormwater management improvements, parking lot grading, shaping and paving (if applicable), installation of wastewater improvements, and construction of building improvements to the level of a foundation or piling inspection has occurred and been approved by the Dare County Building Inspector. Substantially commenced does not include the issuance of state and/or federal permits for erosion and sedimentation control, stormwater management, CAMA permits, or US Army Corp of Engineers permits.

Substantial modification -- the mounting of a proposed wireless facility on a wireless support structure that substantially changes the physical dimensions of the support structure. A mounting is considered to be a substantial modification if it meets any one or more of the following criteria:

1. Increasing the existing vertical height of the structure by the greater of (i) more than ten percent (10%) of (ii) the height of one additional antenna array with separation from the nearest existing antenna not to exceed 25 feet.
2. Except where necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable, adding an appurtenance to the body of a wireless support structure that protrudes horizontally from the edge of the wireless support structure the greater of (i) more than 20 feet or (ii) more than the width of the wireless support structure at the level of the appurtenance.
3. Increasing the square footage of the existing equipment component by more than 2,500 square feet.

~~Telecommunications wireless support structure (TWSS) — a new or existing structure, such as a monopole, lattice tower, or a guyed tower that is designed to support or capable of supporting telecommunications and/or wireless facilities. A utility pole is not a wireless support structure. This term includes wireless support structure and telecommunication towers, radio and television transmission towers as used in Section 22-29.2. This term does not include any structure erected or constructed solely for residential, non-commercial individual use, such as television antennas, satellite dishes or antennas, or amateur radio antennas.~~

Tower, guy: A tower design that features supporting cables and wires anchored to the ground surrounding the tower. (6-21-99)

Tower, lattice: Three-or four-legged steel girdered structures typically supporting multiple communications users and services. generally ranging from 60 to 200 feet in height. (6-21-99)

Tower, monopole: Single pole design, approximately three feet in diameter at the base narrowing to approximately one and a half feet at the top, generally ranging from 25 to 150 feet in height. (6-21-99) with a larger base that narrows in height.

Utility pole: Pole used to support essential services such as power, telephone, or cable TV lines, or used to support street or pedestrian way lighting, typically located in public rights-of-way. (6-21-99)

Utility pole - A structure that is designed for and used to carry lines, cables, wires, lighting facilities, or small wireless facilities for telephone, cable television, electricity, lighting, or wireless services.

Vested right. – The right to undertake and complete the development and use of property under the terms and conditions of an approval secured as specified in Section 22-88 of this ordinance, G.S. 160D-108 or under common law

Water tower -- a water storage tank, a standpipe, or an elevated tank situated on a support structure originally constructed for use as a reservoir or facility to store or deliver water.

Wireless facility-- equipment at a fixed location that enables wireless communications between user equipment and a communications network, including (i) equipment associated with wireless communications and (ii) radio transceivers, antennas, wires, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term does not include any of the following:

1. The structure or improvements on, under, within, or adjacent to which the equipment is collocated.
2. Wireline backhaul facilities
3. Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless infrastructure provider -- any person with a certificate to provide telecommunications services in North Carolina who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures for small wireless facilities but that does not provide wireless services.

Wireless provider -- a wireless infrastructure provider or a wireless service provider.

Wireless services -- any services, using licensed or unlicensed wireless spectrum, including the use of WI-FI, whether at a fixed location or mobile, provided to the public using wireless facilities.

Wireless services provider -- a person who provides wireless services.

Wireless support provider – A new or existing structure, such as a monopole, lattice tower, or guyed tower that is designed to support or capable of supporting wireless facilities. A utility pole is not a wireless support structure.

~~Wireless telecommunication services (WTS): Licensed or unlicensed wireless telecommunication services including cellular, digital cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (EPMR), commercial or private paging services, or similar services marketed or provided to the general public. This definition does not include services by non-commercial entities in the Amateur Radio Service, Public Safety radio Service, or licenses assigned to non-profit organizations, such as the Red Cross, Civil Air Patrol, Military Affiliated Radio Service (MARS), that are licensed by the Federal Communications Commission. (6-21-99)~~

Zoning map amendment or rezoning. – An amendment to a zoning regulation for the purpose of changing the zoning district that is applied to a specified property or properties. The term also

includes (i) the initial application of zoning when land is added to the territorial jurisdiction of a local government that has previously adopted zoning regulations and (ii) the application of an overlay zoning district or a conditional zoning district.

Zoning text amendment -- An amendment to a zoning regulation for the purposes of changing the zoning district regulations to add a specific use to a specific zoning district, to add or revise development regulations to include guidelines in a specific zoning district.

Section 22-1 Authority for Enactment and Purpose of Chapter Ordinance (revised as noted)

~~In accordance with the provisions of section 153A-347 and of Article 18 of Chapter 153A of the General Statutes of North Carolina, the Board of Commissioners, having designated the County Planning Board as the planning agency to prepare a zoning plan showing proposed district boundaries and recommending a procedure by which the zoning regulations and restrictions and the boundaries of the zoning districts shall be determined, established and enforced, and from time to time amended, supplemented, or changed; and having received from the Planning Board a certified plan taking into consideration the character of each district and its peculiar suitability for particular uses with a view to considering the value of buildings and encouraging the most appropriate use of land throughout the county hereby adopts this chapter. The provisions of this chapter have been prepared in accordance with a comprehensive plan for the development of the county and are designed to lesson congestion in the streets, to secure safety from fire, panic, and other dangers; to promote health and the general welfare, to provide adequate light and air; to prevent the overcrowding of land to avoid undue concentration or population; to facilitate the adequate provision of transportation; water, sewerage, schools, parks and other public requirement; and to give reasonable consideration to the expansion and development of municipalities with the county, so as to provide for their orderly growth and development.~~

In accordance with the Chapter 160D of the North Carolina General Statutes, the Dare County Board of Commissioners has adopted zoning regulations in conjunction with a zoning map depicting zoning districts for unincorporated Dare County. From time to time the ordinance may be amended, supplements, or changed. This ordinance has been prepared in accordance with a comprehensive plan (Dare County Land Use Plan) for the development of the unincorporated portions of Dare County and is designed to promote health and the general welfare; to avoid undue concentration or population; and to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements. The Dare County Planning Board is designated by the Board of Commissioners as the planning agency to assist in the administration of this ordinance as needed with the Dare County Planning Director designated as the lead official responsible for the implementation and enforcement of this ordinance.

Section 22-4 Territorial Applicability of Chapter (160D-104) (new language added)

The provisions of this chapter shall apply to all lands, structures, and uses thereon within the zoning areas designated on the official zoning map of the county for the unincorporated portion of Dare County. All rights, privileges, benefits, burdens, and obligations created by development approvals issued by Dare County shall attach to and run with the land.

Section 22-12 Zoning Districts and Zoning Maps (160D-105) (REVISED)

For the purposes of this Chapter, the County is hereby divided into zoning areas within which this chapter will apply. The zones or districts for each zoning area are shown on one or more sheets of

an Official Zoning Map of Dare County, North Carolina, which together, with all explanatory matter thereon, is hereby adopted by reference and declared to be part of this Chapter.

For the purposes of this Chapter, zoning district boundaries adopted by Dare County shall be drawn on a map or maps that are the official zoning maps for unincorporated Dare County. The official zoning maps for each zoning area shall be identified by the signature of the Chairman of the Dare County Board of Commissioners and attested by the County Clerk and shall bear ~~the seal of the county under the following words~~ the following certificate together with the date of adoption or amendment:

~~“This is to certify that this is the Official Zoning Map referred to in Article II of the Zoning Ordinance of Dare County, North Carolina,” together with the date of adoption of this chapter (November 20, 1975)~~

“This is the certify that this is the official zoning as referenced in the Dare County Zoning Ordinance as adopted or amended by the Dare County Board of Commissioners”

~~If, in accordance with Chapter 152 of this chapter, changes are made in district boundaries or other matter portrayed on the official zoning map, such changes shall be promptly entered on the official zoning map after the amendment has been approved by the Board of Commissioners.~~

~~Regardless of the existence of purported copies of the official zoning map, which may be made or published, the official zoning map, which shall be located in the County Administrative Building, shall be the final authority as to the current zoning status of land and water areas, buildings and other structures in the county.~~

Zoning maps shall be maintained for public inspection in the office of the Dare County Planning Director. The zoning maps may be maintained in a paper format and/or a digital format and may be amended or updated following the procedures set forth in the chapter for legislative decisions on zoning map amendments. The establishment of overlay districts used in conjunction with or supplemental to any zoning district map shall also be maintained in the same manner. Copies of the zoning district boundary map may be reproduced by any method of reproduction that gives legible and permanent copies and, when certified by the Clerk for Dare County in accordance with G.S. 160A-79 or G.S. 153A-50, shall be admissible into evidence and shall have the same force and effect as would the original map. (160D-105)

For state law as to authority of the County to establish zoning districts and regulate and restrict construction, uses of land or buildings, etc., therein, see G. S. 153A-342. 160D.

Section 22-26.1 Commercial Services (REVISED)

Revise to insert date of adoption (1-22-2019) for amendment to move “churches” from conditional use to permitted uses.

Section 22-29.3 Wind Energy Systems

Substitute special for conditional and to remove the following language about fees – **addressed in fee schedule for department included in budget each year.**

~~G. Fees~~

~~—The applicant shall pay a non-refundable review fee of \$250 at the time of submission of a conditional special use permit application for approval by the Board of Commissioners.~~

~~Building permit fees of \$1.00 per foot of tower height shall be assessed at the time a building permit is issued for any wind turbine authorized for construction under this ordinance.~~

SECTION 22-58 –Water Supply and Sewage Disposal (revised and shortened)

- ~~—(a) Plans to accompany permit applications; plan approval pre-requisite to excavation or construction. Each application for a building permit, a conditional use permit or a certificate of occupancy shall be accompanied with plans of the proposed methods of water supply and sewage disposal, in a form acceptable to the appropriate authorizing agency. No excavation or construction for any building or use of land shall be commenced until subsequent approval is noted on the plan of the proposed development and a building permit issued.~~
- ~~—(b) Authorized methods and required approvals. Any such application shall specify the methods to be used and shall describe any special conditions to be met. Such methods and the approvals required include the following:~~
- ~~—(1) Connection to public sewerage or water systems operated by a municipality, sanitary district or other governmental agency. Connection approved by an authorized officer of such systems.~~
 - ~~—(2) Connection to community sewerage or water systems operated by a responsible person other than a governmental agency. Connection approval by an authorized officer of such systems.~~
 - ~~—(3) Installation of other than public or community sewerage systems. Design approval by the County Health Department.~~
- ~~—(c) System approval. The sewerage and water systems to which connections are to be made shall be authorized as follows:~~
- ~~—(1) Water supply

 - ~~—(a) Individual supply approval by the County Health Department.~~
 - ~~—(b) For ten to twenty five dwelling units, approval by the State Board Health.~~
 - ~~—(c) For twenty five or more dwelling units, approval by the State Board of Health and the State Utilities Commission.~~~~
 - ~~—(2) Sewage collection and treatment

 - ~~—(a) For a septic tank, approval by the County Health Department.~~
 - ~~—(b) For a sewerage system serving facilities regulated by the State Board of Health (i.e. institutions, restaurants, motels, etc.), approval by the County Health Department.~~
 - ~~—(c) For a sewerage system serving all other uses (i.e., industry, commerce, communities, etc.); approval by the State Department of Water and Air Resources, when applicable.~~
 - ~~—(d) Additional requirements for certain systems. The person operating a community water system for twenty five or more customers or a sewerage system for which a rate is charged shall hold a Certificate of Public Convenience and Necessity from the State Utilities Commission, and there shall be recorded with a plat of the property the written affidavit of a registered engineer, engaged in the independent practice of civil engineering, that water and sewer mains and laterals comply with pertinent standards of the State Board of Health, and that such mains and laterals are installed according to such standards and approved in writing by the State Board of Health, and a bond, trust instrument or other form of written assurance, satisfactory to the Board of Commissioners, assuring the continuous proper maintenance and operation of such sewerage and water systems.~~~~

Each application for an administrative development approval or a special use permit shall indicate the methods of potable water supply and wastewater disposal and/or treatment. Approval from the Dare County Health Department or State of North Carolina as applicable shall be necessary before any building permit is issued by the Dare County Building Inspector.

Section 22- 18 RS-6 Multi-family Residential District -- Revise title to delete the following: ~~AMENDED TO ESTABLISH A DWELLING DENSITY OF FOUR UNITS PER ACRE AS FOLLOWS~~

Section 22-18 RS-6 and Section 22-19 Multi-family Residential Districts

~~Delete Dwelling densities amended by the Dare County Board of Commissioners on December 3, 2003 from 8 units per acre to 6 units per acre, and on October 15, 2018 from 6 units per acre to 8 units per acre.~~

Section 22-22 Medium Density Residential District -- Delete language for townhouses that conflicts with housing amendments of 2018 and renumber. Amended in 2018 to read “multifamily” not “townhouses”. ~~Townhouse developments under the provisions of Section 22-31 with a density of four dwelling units per acre. These dwelling densities were amended from 6 units to 4 units per acre by the Dare County Board of Commissioners on December 3, 2003, and from 4 units to 6 units per acre by the Dare County Board of Commissioners on October 15, 2018.~~

Section 22-23 R-3 High Density Residential District – Delete date reference that no longer is applicable; density that was changed in 2018.

~~Ten (10) dwelling units per acre. These density standards shall become effective on December 1, 2003. (Amended 10-15-2018)~~

Section 22-25.1 C-2H General Commercial District -- Delete date reference that no longer is applicable; density that was changed in 2018: Single-family dwellings, multi-family dwellings and duplexes, according to the dimensional requirements to the R-2H residential district. ~~The maximum dwelling density for multi-family structures shall not exceed six units per acre. (density amendment adopted on June 2, 2003) (Amended 10-15-2018)~~

Section 22-27. 1 S-1 Special District -- Delete wetland density language that should have been omitted in conjunction with amendment for floor area ratio 2016 as follows:

Multi-family structures:

- (i) Maximum floor area ratio: 0.4 of the gross area of a parcel. (Amended 2-1-16)
- ~~(ii) Structures on a lot or tract that has between .01% and 19.9% of soils that are classified as wetlands, coastal marsh, or Section 404 jurisdictional soils: 4 units per acre.~~
- ~~(iii) Structures on a lot or tract that has 20% or more of its soils classified as wetlands, coastal marsh or Section 404 jurisdictional soils: 3 units per acre.~~

Section 22-28.2 BONA FIDE FARMING (160D-903) NEW SECTION

The regulations of the Dare County Zoning Ordinance shall not apply to property used for bona fide farming purposes as defined in the North Carolina General Statutes and Section 22-2 of this Ordinance. For purposes of determining whether a property is being used for bona fide farm purposes, any of the following shall constitute evidence that the property is being used for bona fide farm purposes:

1. A farm sales tax exemption certificate issued by the NC Department of Revenue.
2. A copy of the property tax listing showing that the property is eligible for participation in the present use value program pursuant to NCGS 105-277.3

3. A copy of the farm owner's or operator's Schedule F from the owner's or operator's most recent federal income tax return.
4. A forest management plan.

Additionally, a building or structure that is used for agritourism is a bona fide farm purpose. Agritourism means any activity carried out on a farm or ranch that allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy rural activities, including farming, ranching, historic, cultural, harvest-your-own activities, or natural activities and attractions. A building or structure used for agritourism includes any building or structure used for public or private events, including but not limited to weddings, receptions, meetings, demonstrations of farm activities, meals and other events that are taking place on the farm because of its farm or rural setting.

Failure to maintain the requirements of this section for a period of three years after the date the building or structure was originally classified as a bona fide farm purpose shall subject the building or structure to the applicable zoning and development regulations for the property.

The Dare County Building Inspector shall determine the applicability of the NC residential code and building code for any structure or building to be located on property exempted as a bona fide farm.

Section 22-28.3 Family Care Homes (160D-907) NEW SECTION

A family care home as defined in Section 22-2 of the Dare County Zoning Ordinance shall be deemed a residential use of property for zoning purposes and shall be permitted in all zoning districts in unincorporated Dare County. Such uses shall be subject to administrative zoning review and approval procedures for detached residential structures by the Planning Director and Building Inspector. The setbacks, parking, and other provisions of the applicable zoning district shall apply. No family care home shall be located within one-half mile radius of an existing family care home.

Section 22-28.4 Setbacks for Swimming Pools and Other Accessory Uses (NEW SECTION)

Accessory uses (buildings and structures) may be located within 5 feet of any side or rear property line unless otherwise prohibited by the applicable zoning district. All components of a swimming pool including the pool apron must comply with the 5 feet of separation from the side or rear property line. In order to qualify for this setback, the accessory use cannot be attached to the principal use structure by a fence, a roof, or any other structural component of the principal use structure. For swimming pools to qualify for this reduced setback, the pool barrier required by the NC building code cannot utilize any portion of the principal use structure as part of the pool barrier or utilize any piling or other foundation component as part of the pool barrier. Stairways from the principal use structure cannot terminate inside the perimeter of the pool barrier on any concrete area or deck around the pool. Swimming pools located within the principal use setbacks may utilize portions of the principal use structure as part of the pool barrier. The application of the reduced side or rear yard setbacks shall be authorized by the Planning Director or other Planning Department staff based upon a review of the proposed layout of the accessory use in relation to the principal use structure.

Section 22-58.3 – Family Housing Incentive Standards (DELETE -- DEFER TO OTHER SECTIONS FOR ESSENTIAL HOUSING STANDARDS ADOPTED IN 2018 and 2019)

~~(a) Intent: These standards are intended for use by the private sector in the construction of residential structures for targeted sectors of the year-round population of unincorporated Dare County to address the need for residential housing for this population. This section establishes eligibility standards and definitions that shall be applied to all private sector developments that propose construction of structures based on these incentives outlined in the following subsections. These standards shall not be used to authorize private sector developments that are marketed for year-round residents or others who do not meet the eligibility definitions set forth in subsection (b) of this section. Except as otherwise specifically provided for in this section, this section shall apply as a conditional use in all areas of unincorporated Dare County. All projects authorized under this section shall be subject to review as a conditional use permit pursuant to Section 22-68.~~

~~(b) Definitions:~~

- ~~1. Family Housing: Housing for an eligible household which:

 - ~~(i) Rents for a total annual amount at or below 30% of Median Family Income for Dare County, or~~
 - ~~(ii) Sells at a price no more than three (3) times Median Family Income for Dare County.~~~~
- ~~2. Eligible Household: A group of individuals who occupy one housing unit on a year-round basis with a total combined adjusted gross annual income at or below the Median Family Income for Dare County; the individuals may, but are not required to be related by marriage or kinship. For purposes of this Section, the income of all individuals age 18 or older residing in the housing unit shall be counted toward the total adjusted gross annual income for the eligible household, excluding income earned by any member of the household who is enrolled in good standing and pursuing a degree program at an accredited college or university. At least one member of the eligible household age eighteen years or older must be employed in Dare County. At least one member of the eligible household age eighteen years or older must have resided in Dare County for a minimum of two consecutive years immediately prior to application and provide documentation as needed to verify this two-year minimum residency qualification.~~
- ~~3. Median Family Income (“MFI”): The median family income for Dare County as determined annually by the US Department of Housing and Urban Development. For purposes of this Section, the following family size adjustments shall be applicable in determining the appropriate median family income levels to eligible households:~~

No. of Persons in Household	1-4	5-6	7+
MFI Calculation	HUD Base MFI	116% of Base MFI	132% of Base MFI

- ~~4. Rent: The monthly rental charge for the unit. The calculation of the total monthly rental charge for the unit shall, including the average estimated monthly costs for utilities incurred by the eligible household, and the sum of such utility costs plus rent shall not exceed the total rent limits in (b) (1) (i) of this section. This rent amount shall be adjusted according to the number of bedrooms in the rental unit as follows:

 - ~~(i) Rent for 1 bedroom units shall be adjusted to a rate not to exceed 70% of the total annual rent limits in (b) (1) (i) of this section.~~~~

(ii) ~~Rent for 2-bedroom units shall be adjusted to a rate not to exceed 80% of the total annual rent limits in (b) (1) (i)~~

(iii) ~~Rent for 3-bedroom units shall be adjusted to a rate not to exceed 90% of the total annual rent limits in (b) (1) (i).~~

5. ~~Duplex: A detached building divided horizontally or vertically, designed as two separate housekeeping units contained entirely under one roof and having one dividing partition common to each unit, or having the ceiling structure of the lower unit as the floor structure of the unit above.~~
6. ~~Triplex: a detached building divided horizontally or vertically, designed for three separate housekeeping units contained entirely under one roof and having one dividing partition common to each unit, or having the ceiling structure of the lower unit as the floor structure of the unit above.~~
7. ~~Dwelling density: the total number of individual units that may be authorized for construction based on the total square footage of a lot.~~

(c) ~~**Mixed Use Projects:** Residential units may be permitted in those structures that are dedicated to commercial use consistent with the applicable zoning district. To qualify for these standards, at least 50% of the gross floor area must be dedicated to commercial use.~~

1. ~~The residential units shall be located entirely under the same roof of the commercial structure.~~
2. ~~Off-street parking and loading shall be constructed according to Article IV of the Dare County Zoning Ordinance for commercial uses. The number of required parking spaces shall be based on the commercial use only with no extra parking spaces provided for the residential use.~~
3. ~~The applicable dimensional standards, including lot coverage and building height, for commercial uses shall be used for the improvements.~~
4. ~~The residential units shall be used exclusively for year-round occupancy by eligible households, and the rents or sale prices restricted according to the definitions of (b). Such restrictions shall be a condition of the Conditional Use Permit issued by the County.~~

(d) ~~**Duplexes/Triplexes:** Duplex and/or triplex structures may be permitted in the R-2, R-2A, R2-AH, R-2H, R-2B, R-3, C-2, C-2H, C-3, I-1, and S-1 zoning districts according to the following standards: These standards shall not apply in the SED-1 zoning district.~~

1. ~~Minimum lot size:~~
 - a. ~~Duplex: 15,000 square feet for property served by central water and individual on-site septic systems.~~
 - b. ~~Triplex: 20,000 square feet for property served by central water and individual on-site septic systems.~~
2. ~~Bedroom limit:~~
 - a. ~~Duplex: Up to 6 bedrooms or bedroom equivalents and/or a wastewater capacity not to exceed 720 gallons per day. For lots greater than 15,000 square feet in area, additional bedrooms or bedroom equivalents may be permitted for each additional 2,500 square feet of non-wetland soils over the 15,000 square foot threshold. The wastewater capacity shall be 720 gallons per day plus 120 gallons per day for each additional bedroom or bedroom equivalent greater than 6.~~
 - b. ~~Triplex: Up to 8 bedrooms or bedroom equivalents and/or a wastewater capacity not to exceed 960 gallons per day. For lots greater than 20,000 square feet in area, additional bedrooms or bedroom equivalents may be permitted for each additional 2,500 square feet of non-wetland soils over the 20,000 square foot threshold. The wastewater capacity shall be 960 gallons per day plus 120 gallons per day for each additional bedroom or bedroom equivalent greater than 8.~~

3. ~~Parking: On-site parking shall be provided according to the standards of Section 22-56 for single family residential structures.~~
 4. ~~Dimensional standards: The dimensional standards, including lot coverage and building height, of the applicable zoning district shall be used for duplex/triplex structures. For those projects determined to be group housing developments, the standards of Section 22-31 of the Dare County Zoning Ordinance shall apply.~~
 5. ~~Duplex and triplex units developed according to this subsection shall be used exclusively for year-round occupancy for eligible households and the rents or sales prices restricted according to the definitions of subsection (b). For those projects that involve the construction of 10 or more family housing units, the Board of Commissioners may authorize 30% of duplex and triplex units to be offered at market-rate rents or sales prices. The conditional use permit authorized for the units shall specify the number of family housing units and the number of market-rate units. The location of these units shall be also be identified on the site plan that accompanies the conditional use permit. Any applicable fee reductions or waivers shall not apply to those units identified as market-rate units. (added by the DCBC on June 1, 2009)~~
 6. ~~Development of duplex/triplex structures in existing subdivisions recorded in the Dare County Register of Deeds prior to December 6, 2004: No duplex/triplex constructed according to the standards of this section shall be located closer than 300 linear feet to another lot improved with a duplex or triplex. Separation in compliance with this subsection shall be verified by Dare County during the conditional use review process.~~
 7. ~~Development of duplex/triplex sites on property subdivided or developed after December 6, 2004: The property separation standards established in (d) 6 shall not apply to duplex/triplex structures on property that is subdivided or developed after December 6, 2004.~~
- (e) ~~**Density bonuses for multifamily structures:** In those zoning districts that permit multifamily structures, an increase in the permitted dwelling density may be authorized according to the following table:~~

	Current Density Standard	Density Bonus
RS-6	4 units per acre	6 units per acre
RS-8	6 units per acre	8 units per acre
R-2	4 townhomes per acre	6 townhomes per acre
R-2H	4 townhomes per acre	10 units per acre (see note)
R-3, C-2, C-3, I-1	8 units per acre north of Oregon Inlet, 6 units per acre south of Oregon Inlet	10 units per acre
C-2H	4 townhomes per acre	10 units per acre (See note)
S-1	3-5 units per acre depending on amount of wetland soil	8-10 units per acre depending on amount of wetland soil

~~The R-2H and C-2H were adopted at the request of the Hatteras Village Civic Association. At the time of application, the group noted that 10 units per acre for affordable housing was acceptable.~~

1. ~~Parking: 2.5 spaces on the same lots per unit for multifamily units consisting of 3 or more bedrooms in each unit. 2 parking spaces shall be provided for multifamily units containing less than 3 bedrooms. Each space shall be 10' by 20' square feet in size. Drive aisles shall be constructed of an impervious surface. Individual parking spaces may be constructed of a pervious dust-free surface. All parking areas including individual parking spaces shall be maintained to provide safe and convenient access.~~
2. ~~Dimensional standards: The dimensional standards, including lot coverage and building height, of the applicable zoning district shall be used for multifamily structures.~~
3. ~~The residential units shall be used exclusively for year-round occupancy by eligible households, and the rents or sales prices restricted according to the definitions of (b).~~

4. ~~Development of multifamily structures in existing subdivisions recorded in the Dare County Register of Deeds prior to December 6, 2004: No multifamily structure(s) constructed according to the standards of this section shall be located closer than 300 linear feet to another lot with improved a multifamily structure(s). Separation in compliance with this subsection shall be verified by Dare County during the conditional use review process.~~
 5. ~~Development of multifamily structures on property subdivided or developed after December 6, 2004: The property separation requirements for multifamily structures in (e) 4 shall not apply to multifamily structure (s) authorized for construction after December 6, 2004.~~
- (f) **Accessory dwelling unit:** an “accessory” dwelling unit may be located on a residential property in the ~~RS-6, RS-8, R-2, R2-AH, R-2A, R-2B, R-2H, R-3, C-2, C-3, I-1, or S-1 zoning districts according to the following conditions:~~
1. ~~Only one accessory dwelling unit is permitted on each lot.~~
 2. ~~The property owner shall occupy the principal dwelling on the lot as their permanent residence. Affidavits of occupancy and residency shall be submitted during the conditional use review process.~~
 3. ~~Covenants/deed restrictions on the property shall be recorded in the Dare County Register of Deeds providing notice to future owners or lessors of the property that the existence of the accessory dwelling unit is predicated upon the occupancy of the principal use structure as a permanent residence. The covenant shall also provide for the removal of the accessory dwelling unit and the restoration of the site to a single family dwelling in the event a condition of the approval is violated.~~
 4. ~~The accessory dwelling unit may be attached to the principle use structure or detached from the principal use structure. The accessory dwelling unit shall be constructed to conform to the dimensional standards, including lot coverage and building height, of the applicable zoning district.~~
 5. ~~Accessory dwelling units shall not be located in the front yard area of the lot.~~
 6. ~~Parking shall be provided on-site according to the standards of Section 22-56 for single family residences.~~
 7. ~~Maximum size: No accessory dwelling unit shall exceed 800 square feet of building footprint area nor shall the number of bedrooms of the accessory dwelling unit and the principal dwelling unit exceed the standards of Section 22-58.2 of the Dare County Zoning Ordinance.~~
 8. ~~The accessory dwelling unit shall be constructed according to all applicable state or federal rules including the floodplain elevation standards.~~
 9. ~~The accessory dwelling unit shall not be used for any business or commercial activity.~~
 10. ~~The accessory dwelling unit shall not be sold as a separate unit unless the property can be subdivided pursuant to all applicable regulations.~~
 11. ~~Once permitted, the property owner shall submit annual verification of year-round occupancy of the principal use structure.~~
 12. ~~The accessory dwelling unit shall be used exclusively for year-round occupancy by an eligible household, and the rent or sale price restricted according to the definitions of (b). Such restrictions shall be a condition of the Conditional Use Permit issued by the County.~~
- (g) **Administration; Enforcement:**
1. ~~The Dare County Planning Department is authorized to establish administrative procedures to implement and ensure compliance with this Section, including, but not limited to, annual reporting requirements to ensure continued rental to eligible households at rent restricted according to the definitions of (b).~~
 2. ~~The County may enter into an agreement with an appropriate governmental or non-profit entity to assist in the management of ensuring compliance with and enforcement of this section.~~
 3. ~~The provisions of this section, including all conditions contained in the Conditional Use Permit issued for the project, shall apply to and be binding on the project for twenty-five (25) years from the date of issuance of the Conditional Use Permit.~~

4. ~~The Conditional Use Permit issued pursuant to this section shall be recorded in the Dare County Register of Deeds.~~
5. ~~The provisions of this section, including those conditions contained in the Conditional Use Permit issued for the project, are transferable, and shall run with the land and be binding upon the project owner, any future owners of the project or any portion thereof, and their heirs and assigns for so long as the Conditional Use Permit remains in effect.~~
6. ~~It shall be a condition of all Conditional Use Permits issued for projects which include rental property that such property or any portions thereof may not be sublet or sub-rented to other individuals as long as the Conditional Use Permit remains in effect.~~
7. ~~It shall be a condition of all Conditional Use permits issued for projects which include property proposed for sale pursuant to this Section that any resale of said property shall be subject to all provisions of this Section with regard to the rent and or sale of property, including the definitions of subsection "b" as long as the Conditional Use Permit remains in effect.~~
8. ~~The Planning Board may recommend, and the Board or Commissioners may approve, modifications to the provisions of this Section to the extent necessary to conform the CUP to the terms and conditions of state or federal affordable housing financing regulations where the Planning Board and Board of Commissioners finds that failure to make such modifications would render the project impracticable and frustrate the purpose of this Section.~~
9. ~~Conditional use permit approvals granted by the Board of Commissioners shall be valid for one year from the date of Board approval. If economic or climatic conditions prevent completion of the development within that time, the Board of Commissioners may grant an extension of not more than one additional year. For projects that consist of numerous buildings, a phasing schedule and approval timetable may be developed at the time the CUP is reviewed. Applicants who submit documentation of financial commitment for a site specific development project at the time of, or prior to, the submission of a Conditional Use Permit application may be authorized two years to complete a specific development.~~

Section 22-29.2 - Wireless Telecommunications Systems Facilities – (160D-930) (revised as noted)

(a) Intent: The purpose of this Ordinance is to establish general guidelines for the siting of wireless telecommunications facilities including telecommunications support structures and towers. ~~telecommunications towers and antennas.~~ The goals of this Ordinance are to: (i) encourage the location of telecommunication support structures ~~towers~~ in non-residential/non-historical areas and minimize the total number of telecommunication support structures ~~towers~~ throughout the community, (ii) enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively and efficiently; (iii) strongly encourage the joint use of new and existing wireless telecommunication ~~tower~~ sites, (iv) encourage the location of telecommunications support structures ~~towers and antennas~~, to the extent possible, in areas where the adverse impact on the community is minimal, (v) encourage the location of telecommunications support structures ~~towers and antennas~~ in configurations that minimizes the adverse visual impact of the such facilities, ~~towers and antennas~~, and (vi) whenever possible, prioritize space on telecommunications support structures ~~towers~~ for public purpose use.

(b) Review and approval: All new and substantial modification of a telecommunications support structure ~~WTS~~ development shall be subject to the following review and approval procedures:

~~1. Planning Board Review/ Board of Commissioners Approval as conditional special uses in the applicable zoning district:~~

- ~~a. Antenna attached to an existing principal building or structure up to 100 feet of maximum height including height of principal building or structure in the zoning district where permitted.~~
 - ~~b. Freestanding towers designed for co-location up to 200 feet in maximum height in the zoning districts where permitted.~~
 - ~~c. Freestanding towers designed for one provider up to 100 feet in maximum height in the zoning districts where permitted.~~
 - ~~d. Applications for co-location providers on an existing tower where application for co-location would result in tower height over 200 feet.~~
2. Board of Adjustment Review (requires a four-fifths vote for approval)
- ~~a. Antenna attached to an existing principal building or structure over 100 feet of maximum height including height of principal building or structure in the zoning districts where permitted.~~
 - ~~b. Freestanding towers designed for co-location over 200 feet in maximum height in the zoning districts where permitted.~~
 - ~~c. Freestanding towers designed for one provider over 100 feet in maximum height in the zoning districts where permitted.~~
3. Administrative Review
- a. Stealth antennae
 - b. Co-location providers on an existing tower where application for co-location would result in tower height of less than 200 feet of maximum height.
 - c. Addition of antenna to existing utility pole, water tower, WTS tower, or similar utility structure.

(c) Application Procedures and Site Plan Requirements: (160D- 933)

~~Communication companies are encouraged to locate telecommunication antennae on or in structures other than a tower. Such structures may include church steeples, transmission line towers, utility/light poles, water towers, etc. hidden in such a manner so as to not be readily visible (stealth). Where such facilities are not available, co-location of facilities is encouraged.~~

~~When a new tower is proposed to be sited, a determination of whether the location will provide a minimal level of coverage vs. optimal coverage shall be taken into consideration. The following standards shall be used in the approval of the siting of new towers:~~

THIS NEW LANGUAGE REPLACES OTHER SECTIONS Any request for construction of a new wireless support structure (WSS), replacement WSS or substantially modified WSS shall include the following information and materials:

1. The identified the search ring for the proposed WSS;
2. Documentation that no existing WSS can reasonably be used instead of construction of a new WSS;
3. Documentation that residential, historic, and designated scenic areas cannot be served from outside of the search ring.
4. Documentation that the height of the proposed WSS is necessary to provide the applicant's service.
5. Documentation evaluating the reasonable feasibility of collocating new antennas and equipment on an existing WSS within the applicant's search ring. Collocation on an existing WSS is not reasonably feasible if collocation is technically or commercially impractical or the owner of the existing WSS is unwilling to enter into a contract for such use at fair market value.
6. A blue line survey prepared by a licensed NC surveyor showing the location of all existing property lines and improvements within a 1,000 foot radius of the proposed WSS tower site and all proposed improvements including the WSS and tower, antennae and all-accessory structures and equipment. In

addition, the survey must detail all proposed vegetation removal activities including an inventory of existing trees to be removed.

7. Drawings of all proposed WSS towers, antennae, and accessory structures and equipment indicating elevations, height, colors, and design.
8. Documentation provided by the applicant that the proposed WSS tower and all antennae and equipment comply with all applicable FCC regulations.
9. Documentation provided by the applicant that the proposed WSS tower, antennae and equipment meet FAA aviation and navigation requirements. All proposed improvements shall not restrict or interfere with air traffic or air travel from or to any existing or proposed airport. Any lighting shall not project onto any surrounding residential property. To the extent required by the FAA, strobes shall be used for night-time lighting. Whenever strobes are not required by the FAA, flashing beacons are the preferred type of lighting.
10. A copy of the approved National Environmental Policy Act of 1969 (NEPA) compliance report for the proposed WSS.
11. Documentation signed and sealed from a North Carolina licensed engineer that the proposed WSS and associated equipment meets the structural requirements of the NC building code and the co-location requirements of this section.
12. Inventory of Existing Sites. Each applicant for approval of a WSS antenna and or a tower shall provide to the Planning Department an inventory of its existing WSS antennas and towers that are within a ~~three-mile radius~~ the applicant's search ring of the proposed site, including specific information about the location, height and design of each WSS and associated equipment tower or antenna. ~~The applicant should also include potential future tower sites should in this inventory.~~
13. Evidence that the applicant has investigated the possibilities for locating the proposed facilities on an ~~existing tower~~ WSS, the use of stealth technology or location in another zoning district where the WSS tower would be permitted as an administratively approved use. Such evidence shall consist of:
 - a. Copies of letters sent to owners of all existing WSS towers within the applicant's search ring ~~a three-mile radius of the proposed site~~ requesting the following information:
 - (1) WSS tower height;
 - (2) existing and planned ~~tower~~ users;
 - (3) ~~whether the existing tower could accommodate the proposed antenna without causing instability or radio frequency interference;~~
 - (4) and if the proposed antenna cannot be accommodated on the existing WSS tower, an assessment of whether the existing WSS tower could be structurally strengthened ~~or whether the antenna's transmitters and related equipment could be protected from electromagnetic interference, and a~~
 - (5) ~~general description of the means and projected cost of shared use of the existing tower.~~
14. A copy of all responses within 30 days from the mailing date of the letter required by subsection 2a; and
15. A summary explanation of why the applicant believes the proposed facility cannot be located on an existing WSS tower.
16. A summary explanation of why the applicant believes that the use of an alternative ~~tower structure~~ WSS is not possible.
17. A blue line survey prepared by a licensed NC surveyor showing the location of all existing property lines and improvements within a 1,000 foot radius of the proposed WSS and associated equipment tower site ~~and all proposed improvements including the tower, antennae, accessory~~

structures and equipment. In addition, the survey must detail all proposed vegetation removal activities including an inventory of existing trees to be removed.

- ~~7. Drawings of all proposed towers, antennae, and accessory structures and equipment indicating elevations, height, colors, and design.~~
- ~~8. Documentation provided by the applicant that the proposed tower and all antennae and equipment comply with all applicable FCC regulations. In order to protect the public from unnecessary exposure to electromagnetic radiation, the tower owner shall provide documentation indicating that the power density levels do not exceed levels permitted by the FCC.~~
- ~~9. Documentation provided by the applicant that the proposed tower, antennae and equipment meet FAA aviation and navigation requirements. All proposed improvements shall not restrict or interfere with air traffic or air travel from or to any existing or proposed airport. Any lighting shall not project onto any surrounding residential property. To the extent required by the FAA, strobes shall be used for night-time lighting. Whenever strobes are not required by the FAA, flashing beacons are the preferred type of lighting.~~
- ~~10. A copy of the approved National Environmental Policy Act of 1969 (NEPA) compliance report for all towers, antennae, accessory structures or equipment proposed for the site.~~
- ~~11. Documentation signed and sealed from a North Carolina licensed engineer that the proposed tower and antennae meets the structural requirements of the NC building code and the co-location requirements of this section.~~
- ~~12. Written indemnification of the County and proof of liability insurance or financial ability to respond to claims up to \$1,000,000.00 in the aggregate which may arise from operation of the facility during its life at no cost to the County on a form approved by the County Attorney.~~
- ~~13. Provision of sound engineering evidence demonstrating that location in the proposed district is necessary in the interest of public safety or is a practical necessity.~~
- ~~14. Evidence that the communications tower is structurally designed to support at least one additional telecommunication service provider, and an affidavit that the owner of the tower is willing to permit other user(s) to attach communication facilities, on a commercially reasonable basis, which do not interfere with the primary purpose of the tower. The tower owner may require that such other users agree to negotiate regarding reasonable compensation to the owner from any liability that may result from such attachment. The site plan shall indicate a location for at least one equipment building in addition to that proposed for use by the applicant. Priority for co-location on the proposed tower shall be given to antennas that will serve a public safety need for the community.~~
- ~~15. Approval for the proposed tower within a radius of 3-mile radius of an existing tower or other suitable structure (measured in a straight line distance) shall not be issued unless the applicant certifies that the existing tower or structure does not meet the applicant's structural specifications or technical design requirements, or that a co-location agreement could not be obtained at a reasonable market rate and in a timely manner.~~
- ~~16. The proposed tower shall be designed to accommodate additional antennae equal in number to the applicant's present and future requirements.~~
- ~~17. In addition to the other consideration of this ordinance, the approving body in determining whether a tower is in harmony with the area or the effects and general compatibility of a tower with adjacent properties may consider the aesthetic effects of the tower as well as mitigating factors concerning aesthetics and may disapprove the tower on the grounds that such aesthetic effects are unacceptable.~~

~~Factors relevant to the aesthetic effects are: the protection of the view in sensitive or particularly scenic areas and areas specifically designated in adopted plans such as unique natural features, scenic roadways, and historic sites; the concentration of towers in the proposed area; and whether the height, design, placement or other characteristics of the proposed tower could be modified to have a less intrusive visual impact.~~

~~18. The approving body may request the applicant to conduct a balloon height test or similar tests on the proposed tower site to demonstrate the proposed height of the tower.~~

(d) Use Guidelines and Dimensional Requirements (160D-932)

1. Principal or Accessory Use. ~~Antennas and towers~~ WSS and antennas may be considered either principal or accessory uses. A different existing use or an existing structure on the same lot shall not preclude the installation of an antenna or WSS tower on such lot. ~~For purposes of determining whether the installation of a WSS tower or antenna complies with district development regulations, including but not limited to, setback requirements, lot size and coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or TWSS towers may be located on leased parcels within such lots.~~ WSS Towers that are constructed, and antennas that are installed, in accordance with the provisions of this Ordinance shall not be deemed to constitute the expansion of a non-conforming use or structure.
2. In order to provide spatial separation and create visual block from adjacent properties and streets, a buffer shall be installed around the outside of all improvements on the site, including the WSS tower and guy anchors, any ground buildings or equipment, and security fencing. Ground buildings located in a residential district may be located outside the buffered area if they are constructed so the exterior appearance of the building has the appearance of a residential dwelling, including pitched roof and frame or brick veneer construction. The WSS's tower's guy anchors may be screened or fenced separately in order to comply with the requirements of this subsection.
3. The base of the WSS tower and each guy anchor shall be surrounded by a security fence or wall at least eight (8) feet in height unless the tower and all guy anchors are mounted entirely on a building over eight feet in height. The ~~tower's~~ guy anchors may be screened or fenced separately in order to comply with the requirements of this subsection.
4. No outside storage shall be allowed on any telecommunication facility site.
5. Accessory buildings shall not be used as an employment center for any worker. This provision does not prohibit the periodic maintenance or periodic monitoring of equipment and instruments.
6. The proposed WSS tower, antenna, or accessory structure and equipment shall be placed in a location and in a manner that will minimize the visual impact on the surrounding area.
7. No commercial advertising, company logo, or signage shall be allowed on the WSS tower or its related facilities. However, signs shall be posted that list a telephone number for the owner of the proposed tower and "No Trespassing" information. This sign shall be located on the accessory building or fencing and shall not exceed 4 square feet in area.
8. The proposed tower shall be setback from all publicly owned roads or rights-of-way a distance equal to the tower height. If visible from any public road or right-of-way, a landscape plan indicating how the applicant proposes to screen any accessory structure or equipment from view.
9. Setbacks of the base of the tower from all adjacent property lines shall be one foot for each foot of tower height. To encourage shared use of towers, applications for towers which will operate with more than one user immediately upon completion may have a 10% reduction in the required setbacks, but in no case shall the setback be less than those required for the underlying zoning district. ~~Also,~~ To encourage the construction of monopole structures, monopole towers may have a 20% reduction in the required setbacks. To encourage location of WSS towers in forested areas with a minimum depth of sixty-five (65) feet, the WSS tower may have a 20% reduction in the required setbacks. In no case shall the setback be less than those required for the underlying zoning district. Said setback reductions shall only be allowed upon a professional engineering certification which

states that the structure's construction will cause the WSS tower to crumble inward so that in the event of collapse no damage to structures on adjacent zoning lots will result.

10. The proposed WSS tower shall be set back from all property lines a distance equal to the proposed WSS tower's fall zone as certified by a registered NC engineer, plus 20 feet.
11. The proposed WSS tower shall be setback a distance equal to the WSS' tower's height plus 50 feet from any residential structure.
12. Notice shall be provided to the Planning Department when the WSS tower is placed out of service. WSS Towers that are not used for a period of six (6) months or more shall be removed by the owner within 120 days of receipt of notification to that effect. Any WSS tower, antennae, accessory structure or equipment that is not used for communication purposes for more than 120 days shall be considered as abandoned and shall be removed by the owner within 60 days. The building inspector may establish a shorter period of time for removal of a WSS tower that is structurally unsound. To assure removal of any abandoned WSS tower, antennae, accessory structure or equipment, a performance bond in the amount of the anticipated removal costs as determined by a North Carolina registered engineer.
13. No WSS towers shall be located in the public trust waters of Dare County.

(e) Non-conforming Towers – Pre-Existing WSS

~~Continuation, relocation, and reconstruction of, and enlargements and modifications to towers and associated equipment that do not meet current requirements of this ordinance (towers constructed prior to June 21, 1999) are subject to the following requirements:~~

Any WSS in existence on ????? may continue to operate. Nothing in this section shall require application and approval for routine maintenance or limit the performance of routine maintenance on telecommunications wireless support structures and facilities, including in-kind replacement of wireless facilities as defined in this section. Routine maintenance includes activities associated with regular and general upkeep of transmission equipment, including the replacement of existing wireless facilities with facilities of the same size. Substantial modifications of pre-existing TWSS shall be subject to the review and approval procedures of subsection (a) of this section.

A site plan shall be submitted for any relocation or reconstruction of a non-conforming WSS tower;

- ~~1. increases in height shall not exceed 15% of the height of the tower as it existed in 1999, and shall not equal or exceed a height that would either require a special use permit or would require the tower, if unlit, to add lights;~~
2. Reconstruction or replacement of pre-existing WSS on the same site shall be subject to administrative approval if the height of the tower does not exceed 15% of the height of WSS as it existed in 1999. The reconstructed WSS shall comply with the setback requirements of this section if physically possible or to the maximum extent possible. If compliance is not possible, then the reconstructed WSS shall not increase the amount by which the setbacks are non-conforming, other than increases necessitated solely by changes in the size of the base supporting the reconstructed tower. Increases in height in excess of 15% shall be subject to the review and approval procedures of subsection (a) of this section based on the overall height of the proposed WSS to be reconstructed. The reconstructed WSS shall comply with the setback requirements of this section if physically possible or to the maximum extent possible. If compliance is not possible, then the reconstructed WSS shall not increase the amount by which the setbacks are non-conforming, other than increases necessitated solely by changes in the size of the base supporting the reconstructed tower.

- ~~3. any relocation or structural change: must be on the tower's current site; must eliminate the need for an additional tower or provide both additional co-location opportunities and additional antenna space beyond what is provided by the current tower; and may not change the style of the tower, if the tower is currently a monopole.~~
- ~~4. any relocation must comply with current ordinance setback requirements, if physically possible, or, if compliance is not possible, the relocation must not increase the amount by which setbacks are non-conforming, other than increases necessitated solely by changes in size of the base to support the new tower. If the foregoing setback requirements cannot be met, then setbacks may only be decreased by up to 15% of the originally constructed tower height; if a non-conforming tower is damaged beyond 50% of its replacement value, a replacement tower constructed on the same site or lot may not exceed the height of the previous tower, and must comply with all requirements of the current ordinance, except the requirement for a use permit.~~

3. If a pre-existing WSS is damaged beyond 50% of its replacement value, a replacement WSS may be constructed on the same site but may not exceed the height of the previous WSS and must be located on the site in compliance with the setbacks requirements of this section to the maximum extent possible. Replacement activities shall be subject to administrative review and approval by the Planning Director.

~~**WSS WTS Format Preference:** The following order of preference shall be used during the review and approval of WSS WTS development:~~

- ~~1. stealth antenna~~
- ~~2. antenna located on existing WSS WTS facilities, utility poles, water towers, or similar utility structure.~~
- ~~3. antenna attached to or mounted on an existing building or structure. (single or co-location provider)~~
- ~~4. free-standing WSS WTS development designed and constructed with co-location capability.~~
- ~~5. free-standing WSS WTS development designed and constructed for single-provider use.~~

WSS WTS development types permitted by zoning district***

Zoning District	Stealth Antenna	Antenna located on an existing WTS tower, utility pole, water tower, or similar utility structure	Antenna attached to an existing principal building or structure	Free-standing tower antenna capable of location	Free-standing tower w antenna designed for si provider
H	P	Not Allowed	Not Allowed	Not Allowed	Not Allowed
RS-1	P	Not Allowed	Not Allowed	Not Allowed	Not Allowed
RS-6	P	P	P	Not Allowed	Not Allowed
RS-8	P	P	P	Not Allowed	Not Allowed
RS-10	P	P	P	Not Allowed	Not Allowed
R-1	P	Not Allowed	Not Allowed	Not Allowed	Not Allowed
R-2	P	Not Allowed	Not Allowed	Not Allowed	Not Allowed
R-2A	P	P	P	Not Allowed	Not Allowed
R-2B	P	P	P	Not Allowed	Not Allowed
R-3	P	P	P	Not Allowed	Not Allowed
R-4	P	Not Allowed	Not Allowed	Not Allowed	Not Allowed
C-1	P	P	P	P	P

C-2	P	P	P	P	P
C-3	P	P	P	P	P
CS	P	P	P	P	P
VC	P	P	P	P	P
VC-2	P	P	P	P	P
I-1	P	P	Not Allowed	P	P
SED-1	P	Not Allowed	Not Allowed	Not Allowed	Not Allowed
S-1	P	P	P	P	P

Definitions moved to Section 22-2

ADMINISTRATION AND ENFORCEMENT OF ZONING ORDINANCE

Section 22-63 Zoning Administrator Role of Planning Director and Planning Department staff.
(160D-402) (REVISED)

The Zoning Administrator Planning Director, designated by the County Manager, shall administer and enforce this chapter. He may be provided with assistance. The Director may be assisted by others as assigned by the County Manager. The Zoning Administrator shall have all necessary authority to administer and enforce this chapter, including the ordering in writing of the remedying of any condition, found in violation of this chapter, and bringing of legal action to insure compliance with the chapter, including injunctions, abatement, or other appropriate action or proceeding. The duties of the Planning Director may include, but are not limited to, drafting plans and development regulations for adoption; determining whether applications for development approvals are complete; receipt and processing applications for development approvals; providing notices of applications and hearings; making decisions and determinations regarding development regulation implementation; determining whether applications for development approvals meet applicable standards as established by Dare County; conducting inspections; issuing or denying certificates of compliance; enforcing development regulations, including issuing notices of violation and orders to correct violations; recommending initiation of judicial actions against actual or threatened violations; keeping adequate records; and any other actions that may be required to adequately enforce the laws and development regulations for unincorporated Dare County.

Section 22-63.1 Permitted Uses and Special Uses (NEW SECTION)

Before construction or development activity commences, development approval from Dare County shall be secured. The various types of review and approval processes shall be as follows:

1. Permitted Uses -- The Dare County Zoning Ordinance establishes permitted uses in each zoning district that are subject to review and approval by the Dare County Planning Director or the Planning staff under the direction of the Planning Director. The procedures for administrative development approval are established in Section 22-64.
2. Special Use Permits – Special use permits are subject to quasi-judicial procedures and decisions are issued by the Dare County Board of Commissioners. Specific requirements for swearing in of witnesses, handling of evidence, and other procedures established by NCGS 160D are required. Special use permits are subject to the evidentiary hearing process. Group developments as established in Section 22-31, cluster home developments as established in

Section 22-31.1 and temporary uses as established in Section 22-68 are subject to quasi-judicial review as special use permits.

Section 22-64 Approval of Permitted Uses and Determinations (NEW SECTION)

~~No building or other structure shall be erected or moved, nor shall any existing building or structure be altered in any manner, unless and until a building permit therefore has been approved by the Zoning Administrator. The building permit shall expire by limitation of six months from the date of issuance, if the work authorized by the permit has not commenced. If, after commencement, the work is discontinued for a period of twelve months, the permit therefore shall immediately expire. No work authorized by any permit that has expired shall thereafter be performed until a new permit has been secured.~~

- A. Administrative development approvals shall be secured for construction activity or development activity associated with any permitted use in the applicable zoning district for the subject property. Such approval shall be issued by the Planning Director or other Planning official as designated by the Planning Director. Following the issuance of an administrative development approval, an application for a building permit may be submitted to the Dare County Building Inspector. Issuance of development approval by the Planning Director does not supersede or eliminate the need to secure a building permit as established by NCGS 160D Article 11. Forms and applications needed to secure administrative development approval shall be provided by the Planning Director.
- B. A development approval shall be issued in writing and may be in print or electronic form. Applications for development approvals may be made by the landowner, a lessee or person holding an option or contract to purchase or lease the land, or an authorized agent of the landowner. An easement holder may apply for development approvals if authorized in the easement agreement. (160D-403)
- C. Determinations –Determinations on the application or provisions of the Zoning Ordinance may be issued by the Planning Director upon request by a landowner or other parties as appropriate. The Planning Director shall give written notice to the landowner of a determination on development approval and to the party who sought the determination if different from the owner. The notice procedures of Section 22-72 shall be followed.
- D. Duration of Administrative Development Approval – (160D-403)
1. Administrative development approval is valid for one year from the date of development approval. The approval shall expire unless work authorized by the development approval has been substantially commenced as defined in Section 22-2.
 2. Administrative approvals of shorter duration may be approved for temporary land uses, special event or temporary signs and similar development activities.
 3. If after commencement, work is discontinued for a period of twelve months, the development approval shall immediately expire. These time periods shall be suspended during any appeal period.
 4. No work authorized by a development approval that has expired shall be performed until a new development approval has been secured.
- E. Changes – After an administrative development approval has been issued, no deviations from the terms of the application or development approval shall be made until written approval of proposed changes or deviations has been obtained. The same review and approval process used for the

original approval shall be followed for any major modification. Minor modifications shall be exempt from the full application and approval process and may be approved by the Planning Director in writing. Minor modifications may include decreases in square footage amounts of any proposed structure, revised parking lot layouts, reconfiguration of proposed site improvements in response to NC fire codes or other State-level review, decreases in lot coverage limitations, or other modifications of a similar nature. Increased density or height, increased gross floor area, change of use, or the addition of other structures shall not be considered minor modifications.

- F. Inspections – The Planning staff may inspect work authorized by a development approval to assure that work is being done in accordance with the terms of the development approval and other applicable State and local laws. Staff shall have authority to enter the premises at all reasonable hours for the purposes of inspection or other enforcement action upon presentation of proper credentials provided the appropriate consent has been given for areas not open to the public or that an appropriate inspection warrant has been secured.
- G. Revocation of administrative development approvals – Development approvals may be revoked by notifying the approval holder by written notice stating the reasons for the revocation. The same process used for development approval, including notice and hearing, shall be followed in the revocation process. Development approvals shall be revoked for any substantial departure from the approved application, plans or specifications; 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 or misrepresentations made in securing the approval. Any development approval mistakenly issued in violation of an applicable State or local law may be revoked. The revocation of a development approval by a staff member may be appealed to the Dare County Board of Adjustment according to the provisions of Section 22-69.1 of this ordinance.
- H. Certificate of Zoning Compliance– Dare County may make a final inspection upon completion of work or activity undertaken in conjunction with a development approval and issue a certificate of zoning compliance if the completed work complies with all applicable State and local laws and with the terms of the permit approval. No building, structure or use of land that is subject to a building permit shall be occupied or used until a certificate of zoning compliance has been issued by the Planning Director. A certificate of zoning compliance does not replace the requirement for a certificate of occupancy for any building or structure required by Article II of NCGS 160D. A copy of the certificate of zoning compliance shall be presented to the building inspector prior to the issuance of the certificate of occupancy. A temporary certificate of zoning compliance may be issued during alteration or construction for partial compliance of a building pending completion. A temporary certificate shall be issued for a period not to exceed six months and shall clearly be marked as “TEMPORARY” and list any conditions or limitations to protect the safety of the occupants and the public. (Certificate of Occupancy is now Section 22-70 which will be deleted and replaced with this language.)

~~SECTION 22-65 - SAME - EFFECTS OF CHAPTER ON OUTSTANDING BUILDING PERMITS~~

~~Nothing contained in this chapter shall require any change in plans, construction, size or designated use of any building, structure or part thereof for which a building permit has been granted by the building inspector prior to November 20, 1975; provided, that where construction is not begun under such outstanding permit within a period of one hundred and eighty days subsequent to November 20, 1975, or where it has not been prosecuted to completion within eighteen months subsequent to such date, any further construction or use shall be in conformity with the provisions of this chapter.~~

Section 22-65 Procedures for Special Use Permit Review and Approval (NEW SECTION TO REPLACE CURRENT SECTION 22-68 CONDITIONAL USE PERMITS)

The Board of Commissioners may hear and decide special use permits where such special uses are specified by this ordinance. Special use permits shall be subject to quasi-judicial procedures as set forth in Section 22-71. Reasonable and appropriate conditions and safeguards may be imposed upon these permits. Where appropriate, such conditions may include requirements that street and utility rights-of-way be dedicated to the public and that provisions be made for recreational space and facilities. Conditions cannot be imposed on the applicant for which Dare County does not have the statutory authority to impose. Written consent to conditions shall be secured as part of the special use permit process to ensure enforceability of conditions.

- A. Application process – A written application for a special use permit shall be submitted to the Planning Director for processing according to the schedule established by Dare County. Such written application shall indicate the section of the development regulations under which a special use permit is being sought and shall contain the information required by the appropriate development regulation and other information as may be required to insure compliance with this section and applicable development regulations.
- B. Planning Board Review -- The Planning Board shall review any special use permit applications as a preliminary forum and provide a statement of review to the Board of Commissioners, which may include a recommendation on reasonable and appropriate conditions. However, no part of the forum or Planning Board recommendation shall be used as basis for the decision rendered by the Board of Commissioners. (160D-301(6))
- C. Notice – Notice procedures for evidentiary hearings in Section 22-72 of this ordinance shall be implemented during the review of special use permits.
- D. SUP Application Materials -- The Planning Director or other Planning staff shall transmit to the Board of Commissioners all applicable reports, site plans and written materials relevant to the special use permit application. The administrative materials may be distributed to the Board of Commission members prior to the evidentiary hearing if at the same time the materials are distributed to the applicant and to the landowner if that person is not the applicant. The administrative materials may be distributed in written or electronic form. Objections to the inclusion or exclusion of administrative materials may be made before or during the evidentiary hearing. Rulings on unresolved objections shall be made by the Board of Commissioners at the meeting.
- E. Voting on special use permit applications -- A majority of the Board of Commission members shall be required to decide any special use permit decision.
- F. The issuance of a special use permit does not relieve the applicant of the need for additional building permits or other permit approvals as may be required by other applicable laws. As part of the approval, Dare County may require a special use permit be recorded in the Dare County

Register of Deeds. (160D-705 (c) . The approval of a special use permit shall run with the land and not be affected by a change in ownership of the property.

- G. Inspections – The Planning Director or designee may inspect work authorized by a special use permit to assure that work is being done in accordance with the terms of the special use approval and other applicable State and local laws. Staff shall have authority to enter the premises at all reasonable hours for the purposes of inspection or other enforcement action upon presentation of proper credentials provided the appropriate consent has been given for areas not open to the public or that an appropriate inspection warrant has been secured.
- H. Certificate of Zoning Compliance– Dare County, may make final inspection upon completion of work or activity undertaken in conjunction with a special use permit approval and issue a certificate of zoning compliance if the completed work complies with all applicable State and local laws and with the terms of the special use permit approval. No building, structure or use of land that is subject to a building permit shall be occupied or used until a certificate of zoning compliance has been issued by the Planning Director. A certificate of zoning compliance for a special use permit does not replace the requirement for a certificate of occupancy for any building or structure required by Article II of NCGS 160D. A copy of the certificate of zoning compliance shall be presented to the building inspector prior to the issuance of the certificate of occupancy.
- I. Revocation of special use permit approval – Special use permit approval may be revoked by the Dare County Board of Commissioners. The same process for approval of a special use permit, including notice and hearing, shall be followed in the revocation of any special use permit. Special use permit approval shall be revoked for any substantial departure from the approved application, plans or specifications; for refusal or failure to comply with the requirements of any development regulations or any State law delegated to Dare County for enforcement purposes; or for false statements or misrepresentations made in securing the approval.
- J. Changes – After a special use permit approval has been issued, no deviations from the terms of the application or special use permit approval shall be made until written approval of proposed changes or deviations has been obtained. The same review and approval process of any major modification shall be followed. Minor modifications shall be exempt from the full application and approval process and may be approved by the Planning Director in writing. Minor modifications may include decreases in square footage amounts of any proposed structure; revised parking lot layouts; reconfiguration of proposed site improvements in response to NC fire codes or other required state agency permit; decreases in lot coverage amounts; or other minor modifications of a similar nature. Increased density or height, increased gross floor area, change of use or the addition of other structures shall not be considered minor modifications. If multiple parcels of land are subject to a special use permit, the owners of individual parcels may apply for permit modifications so long as the modifications do not result in the other properties failing to meet the terms of the special use permit or regulations. Any modifications approved shall only be applicable to those properties whose owners apply for the modification.

Section 22-66 Health Department Approval (REVISED)

The Zoning Administrator shall not approve a building permit for any building for which the County Health Department approval is required until such approval has been given by the health department. As may be required by North Carolina law, documentation of an approved wastewater system shall be required before a Dare County building permit is issued by the Building Inspector.

SECTION 22-67 - SAME – APPLICATION (REVISED AS NOTED BELOW)

~~—All applications for building permits shall be accompanied by plans in duplicate drawn to scale, showing the actual dimensions and shape of the lot to be built upon; the exact sizes and locations on the lot of buildings already existing, if any; and the location and dimensions of the proposed building or alteration. The application shall include such other information as lawfully may be required by the Zoning Administrator, including existing or proposed buildings or alterations; existing or proposed uses of the building and land; the number of families, housekeeping units or rental units the building is designed to accommodate; conditions existing on the lot and on nearby lots; elevations of finished floors; and such other matters as may be necessary to determine conformance with and provide for the enforcement of this chapter. One copy of the plans shall be returned to the applicant by the building official after he shall have marked such copy either as approved or disapproved and attested to the same by his signature on such copy. The second copy of the plans, similarly marked, shall be retained by the inspections department.~~

Section 22-67 Forms and Applications (REVISED)

All applications for administrative development approvals, special use permits and/or building permits shall be accompanied by plans drawn to scale and sealed by a North Carolina design professional unless otherwise directed by the Dare County Planning Director. The plans shall depict the actual dimensions of the property; the actual sizes and locations of any existing buildings and site improvements on the lot; the location and dimension of any proposed building and other site improvements; existing and proposed uses of the land; number of families and/or units the structure is designed to accommodate; existing and proposed conditions of the land including topographical elevations; elevations of finished floors, proposed parking layouts; setback and other dimensional measurements and any other information as deemed necessary by the Planning Director or Building Inspector in order to review and approve the application.

SECTION 22-68 – CONDITIONAL USE PERMITS (REPLACED WITH SECTION 22-65 Procedures for Special Use Permit Review and Approval)

~~The Board of Commissioners may approve conditional use permits in the zoning districts where such conditional uses are specified by this chapter. Applications for permits under section 22-31 of this chapter shall also be processed under the procedures of this section. The Board may impose reasonable and appropriate conditions and safeguards upon these permits. Where appropriate, the conditions may include requirements that street and utility rights-of-way be dedicated to the public and that recreational space be provided. When deciding conditional use permits, the Board of Commissioners shall follow quasi-judicial procedures.~~

~~—(a) Written application for a conditional use permit shall be submitted to the Planning Board according to the schedule established by the Planning Board. Such written application shall indicate the section of this chapter under which a permit is being sought and shall contain the information required by the appropriate section and other such information as may be required to insure compliance with this chapter.~~

~~—(b) The Planning Board shall review the application for a conditional use permit and shall submit its recommendations as to approval or disapproval, along with such conditions as it may deem necessary, to the Board of Commissioners.~~

~~—(c) Mailed notification. Notice that a conditional use permit has been filed with the Planning Board shall be mailed to the owner of the property for which the application is being sought and to the owners of all parcels of land abutting the parcel of land for which the conditional use application is being sought. Notice shall be mailed by first class mail to the last known address listed on the Dare County tax listing to any persons entitled to receive mailed notice. Such notice shall be deposited in the mail at least 10 days, but not more than 25 days, prior to the date of the Planning Board meeting.~~

- ~~—(d) Property posted. Notice that a conditional use permit application has been filed shall be prominently posted on the site that is the subject of the application or on an adjacent street or highway right of way. Such notice shall be posted on the site at least 10 days, but not more than 25 days, prior to the date of the Planning Board meeting.~~
- ~~—(e) The same mailed notification procedures and property posting procedures shall be enacted by the county for the Board of Commissioners meeting at which the Planning Board's recommendation on the conditional use permit will be presented.~~
- ~~—(f) The Board of Commissioners shall make a finding that it is empowered under the sections of this chapter described in the application to grant the conditional use and that the granting of the conditional use will not adversely affect the public interest.~~
- ~~—(g) In granting any conditional use permit, the Board of Commissioners may prescribe reasonable and appropriate conditions and safeguards in conformity with this chapter. Violations of such conditions and safeguards when made a part of the terms under which the conditional use permit is granted, shall be deemed a violation of this chapter and punishable under section 22-72. The Board of Commissioners shall prescribe a time limit within which the action for which the conditional use permit is required shall be begun or completed, or both. Failure to begin or complete, or both, such action within the time set shall void the conditional use permit. No vote greater than a majority vote shall be required for the Board of Commissioners to grant a conditional use permit.~~

Section 22-68 Temporary Uses (renumbered from 22-69) (discuss with Bobby- why not admin approval?)

The Board of Commissioners may approve as conditional uses special uses under the application provisions of section 22-65 the following temporary uses, notwithstanding other restrictions of this chapter but including such additional conditions and safeguards as may be required by the Commissioners as a provision of such approval:

- (a)** Temporary real estate sales offices may be permitted in any residential district or on-site sales of land or residences located only with the subdivisions within which such offices are located. ~~Any such temporary use must be terminated no more than thirty days from the date that eighty percent of the lots or residences within that subdivision are sold.~~ Approval period shall be determined during special use permit review.
- (b)** Temporary construction offices may be permitted in any district to provide on-site quarters for the management and security of construction projects only. Any such temporary use must be terminated no more than 30 days from the date that construction is completed.
- (c)** Any permitted use in a commercial area may occupy a modular unit temporarily while construction of a permanent building on the site is pending, provided the following conditions are met in addition to any other requirements of this chapter:
 - (1)** The modular unit is placed on a foundation and anchored according to the State Building Code requirements for a hurricane prone area.
 - (2)** Required parking shall be provided.
 - (3)** The modular unit may be occupied for no more than one year. If economic or climatic conditions prevent completion of the permanent building within that time, the Board of Commissioners may grant an extension of not more than one additional year.
- (d)** Design and appearance requirements of the County Board of Commissioners are met.

SECTION 22-72 – SECTION 22-69 VIOLATIONS AND PENALTIES (RENUMBERED and REVISED)

~~—If the Zoning Administrator shall find that any of the provisions of this chapter are being violated, he shall notify in writing the person responsible for any such violation, indicating the nature of the violation and ordering the action necessary to correct it. He shall order discontinuance of any illegal use of land, buildings, or structures, removal of illegal buildings or structures or of additions, alterations or structural changes thereto or discontinuance of any illegal work being done, or shall take any other action authorized by this chapter to insure compliance with or to prevent violations of its provisions.~~

~~1. If any building or structure is erected, constructed, reconstructed, altered, repaired, converted or maintained or any building, structure or land is used in violation of this chapter, the building inspector or any appropriate authority, in addition to other remedies, may institute any appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct or abate such violation, to prevent the occupancy of such building, structure or land or to prevent any illegal act, conduct, business or use in or about such premises.~~

~~2. Violations of the provisions of this chapter shall be a misdemeanor under section 14-4 of the General Statutes of North Carolina, and each day's continuing violation shall be a separate offense. Notwithstanding the criminal penalties, the Zoning Administrator may institute a civil action against the offender, seek enforcement by appropriate equitable remedy, injunction and order of abatement or by any remedy authorized by sections 160A-175 and 160A-389, as amended, of the General Statutes of North Carolina.~~

Section 22-69 Enforcement 160D-404 (Revised)

- A. Violations – Any of the following shall be a violation of this ordinance and subject to enforcement proceedings and remedies as established by local and state law.
1. Development without a permit—any work, development, use, construction, remodeling or other activities without first securing the necessary permits as established by this ordinance or in violation of any State law delegated to Dare County enforcement purposes.
 2. Development inconsistent with permit – work, development, use, construction, remodeling or other activities which is inconsistent with an approved site plan, special use permit or other development approval authorized by Dare County.
 3. Use Violation – construction, alteration, repair, or use of a building, structure or land that is not an authorized permitted use or special use in the applicable zoning district or is in violation of other zoning regulations found in this ordinance.
 4. Unauthorized Occupancy – Occupancy or use of a building or structure without or before the certificate of zoning compliance has been issued by Dare County for development activities.
- B. Notice of Violation -- When the Dare County staff determines a violation has occurred, a written notice of violation may be issued. The notice of violation shall be delivered to the holder of development approval and to the landowner of the property involved, if the landowner is not the holder of the development approval. The notice procedures of Section 22-72 shall be followed. The official providing the notice of violation shall certify that the notice was provided and the certificate shall be deemed to be conclusive in the absence of fraud.
- C. Stop work orders – Whenever work or activity is undertaken in substantial violation of any State or local law or in a manner that endangers life or property, Planning staff may order the specific part of the work or activity that is in violation or presents a hazard to be immediately stopped. The written order shall be directed to the person doing the work or activity and shall state the specific

work or activity to be stopped, the reasons for the work stoppage, and the conditions under which the work or activity may be resumed. A copy of the order shall be delivered to the holder of the development approval and to the landowner of the property involved if the landowner is not the holder of the development approval. The notice shall be delivered by personal delivery, electronic delivery, or first class mail to the occupant of the property and any person undertaking the work. The person delivering the stop work order shall certify that the notice was provided and the certificate shall be deemed to be conclusive in the absence of fraud. Except as provided in NCGS 160D-1112 and 160D 1208, a stop work order may be appealed to the Board of Adjustment according to Section 22-70 of this ordinance. Violation of a stop work order shall constitute a Class 1 misdemeanor.

- D. Remedies – Failure to comply with a violation notice issued by Dare County and/or the Board of Adjustment shall be subject to remedies and penalties of Chapter 10.99 of the Dare County Code and as provided by State law.

Section 22-69.1 Appeal of Administrative Decisions (160D-405) (NEW SECTION – SOME LANGUAGE FROM CHAPTER 152 FOR BOA HAS BEEN MOVED TO ZO)

- A. Appeals of Violation Notices – Appeals of decisions, including notices of violations, made by the staff shall be made to the Dare County Board of Adjustment according to the provisions of Section 22-70 of this ordinance.
- B. Standing -- A person with standing as established in NCGS 160D-1402 may appeal an administrative decision to the Board of Adjustment by filing a notice with the Clerk to the Board of Adjustment or the Planning Director. The notice shall state the grounds for the appeal.
- C. Judicial Challenge – A person with standing may bring a separate and original civil action to challenge the constitutionality of an ordinance or development regulation or that it is ultra vires, preempted, or otherwise in excess of statutory authority without filing an appeal under this section.
- D. Time to appeal – The owner or other party shall have 30 days from receipt of written notice of any determination within which to file an appeal. Any other person with standing to appeal shall have 30 days from receipt of any source of actual or constructive notice of the determination within which to file an appeal. In the absence of evidence to the contrary, notice given by first class mail shall be deemed received on the third business day following deposit of the notice for mailing with the United States Postal Service.
- E. Record of Decision – The Dare County official who made the decision shall transmit to the Board all documents and exhibits constituting the record upon which the action appealed from is taken. The materials may be in written or electronic form. The official shall also provide a copy of the record to the appellant and to the owner of the property that is the subject of the appeal if the appellant is not the owner.
- F. Stays – An appeal of a notice of violation or other enforcement order stays enforcement of the action appealed from and accrual of any fines assessed unless the Dare County official who made the decision certifies to the Board of Adjustment after notice of the appeal has been filed that because of the facts stated in an affidavit, a stay would cause imminent peril to life or property or because the violation is transitory in nature, a stay would seriously interfere with enforcement of the development regulation. In that case, enforcement proceedings shall not be stayed except by a restraining order, which may be granted by a court. If enforcement proceedings are not stayed, the appellant may file with the Dare County official, a request for an expedited hearing of the

appeal, and the Board of Adjustment shall meet to hear the appeal within 15 days after such a request is filed. Notwithstanding the foregoing, appeals of decisions granting a ~~permit~~ development approval or otherwise affirming that a proposed use of property is consistent with the ~~ordinance~~ development regulation shall not stay the further review of an application for ~~permits~~ development approvals to use such property; in these situations the appellant or Dare County may request and the Board of Adjustment may grant a stay or a final decision of ~~permit application or building permits~~ development approval applications, including building permits affected by the issue being appealed.

- G. Subject to the provision of subsection (f) above, the Board of Adjustment shall hear and decide the appeal within a reasonable time.
- H. Alternative Dispute Resolution – Parties to an appeal may agree to mediation or other forms of forms of dispute resolution. Offers for mediation or alternative dispute resolutions shall be submitted by the appellant to the Clerk to the Board of Adjustment for consideration by the County Attorney who shall review and authorize participation in any alternative mediation process. Should the matter be satisfactorily resolved through mediation or other dispute resolution, then the appeal process shall be discontinued and a written decision from the mediation or alternative dispute resolution be prepared and signed by all parties involved in the appeal.

Section 22-70 Quasi-Judicial Procedures (160D-406) (NEW SECTION—SOME LANGUAGE TAKEN FROM CHAPTER 152)

- A. Quasi-judicial procedures are to be followed in determining appeals of administrative decisions, variances, and special use permits. The following general procedures shall be followed in the handling of these matters. Additional procedures for appeals and variances are found in Section 22-69.1 and special use permits in 22-65.
- ~~B. The official who made the decision shall give written notice to the owner of the property that is the subject of the decision and to the party who sought the decision, if different from the owner. The written notice shall be delivered by personal delivery, electronic mail, or first-class mail.~~
- B. Notice of Hearing -- Notice of any evidentiary hearing held in conjunction with an appeal, variance, or special use permit shall be according to the provisions of Section 22-72 for mailed notices, posting of property and electronic postings
- ~~C. The Dare County official who made the decision shall transmit to the Board all documents and exhibits constituting the record upon which the action appealed from is taken. The official shall also provide a copy of the record to the appellant and to the owner of the property that is the subject of the appeal if the appellant is not the owner.~~
- C. Administrative Materials -- The Planning Director or other Planning staff shall transmit to the Board of Adjustment all applications, reports and written materials relevant to the matter being considered. The administrative materials may be distributed to the Board members prior to the evidentiary hearing if at the same time they are distributed to the Board a copy is also provided to the applicant and to the landowner if that person is not the applicant. The administrative materials may be in written or electronic form. Objections to the inclusion or exclusion of administrative materials may be made before or during the evidentiary hearing. Rulings on unresolved objections shall be made by the Board at the hearing.
- D. Presentation of Evidence – The applicant, Dare County, and any person who would have standing as established in NCGS 160D-1402 shall have the right to participate as a party at the evidentiary hearing. Other witnesses may present competent, material, and substantial evidence that is not

repetitive as allowed by the Board. Objections regarding jurisdictional and evidentiary issues, including but not limited to, the standing of a party may be made to the Board. The Board Chair shall rule on any objections and the Chair's rulings may be appealed to the full Board. These rulings are also subject to judicial review pursuant to NCGS 160D-1402. Objections based on jurisdictional issues may be raised for the first time on judicial review.

- E. Appearance of official, new evidence – The Dare County official who made the decision or the person currently occupying that position if the decision maker is no longer employed with Dare County shall be present at the evidentiary hearing as a witness. The appellant shall not be limited at the hearing to matters stated in a notice of appeal. If any party or Dare County would be unduly prejudiced by the presentation of matters not presented in the notice of appeal, the Board shall continue the hearing.
- F. Oaths – the Chair of the Board or any member acting as Chair and the Clerk to the Board are authorized to administer oaths to witnesses in any matter coming before the Board. Any person who, while under oath during a proceeding before the ~~board of adjustment~~ the Board willfully swears falsely is guilty of a Class 1 misdemeanor.
- G. Subpoenas. The Board of Adjustment through the Chair, or in the Chair's absence, anyone acting as Chair, may subpoena witnesses and compel the production of evidence. To request issuance of a subpoena, the applicant, Dare County and any persons with standing under ~~G.S. 160A-393 (d)~~ NCGS 160D-1402(d) may make a written request to the Chair explaining why it is necessary for certain witnesses or evidence to be compelled. The Chair shall issue requested subpoenas he or she determines to be relevant, reasonable in nature and scope, and not oppressive. The chair shall rule on any motion to quash or modify a subpoena. Decisions regarding subpoenas made by the Chair may be immediately appealed to the full Board of Adjustment. If a person fails or refuses to obey a subpoena issued pursuant to this subsection, the Board of Adjustment or the party seeking the subpoenas may apply to the General Court of Justice for an order requiring that its subpoena be obeyed and the court shall have jurisdiction to issue these orders after notice to all proper parties.
- H. Appeals in nature of certiorari – When hearing an appeal pursuant to NCGS 160D-947 (e) or other appeals in the nature of certiorari, the hearing shall be based on the record *below* and the scope of review shall be as provided in NCGS 160D-1402 (k).
- I. Voting – The concurring vote of four-fifths of the Board shall be necessary to grant a variance. A majority of the Board members shall be required to decide any other quasi-judicial matter including special use permits and an appeal made in the nature of certiorari. For the purposes of this subsection, vacant positions on the Board and members who are disqualified from voting on a quasi-judicial matter under NCGS 160D-109(g) shall not be considered members of the Board for calculation of the requisite majority if there are no qualified alternatives available to take the place of such members. ~~A member of the Board of any other body exercising quasi-judicial functions pursuant to this subchapter shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible conflicts include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. If an objection is raised to a member's participation and that member does not recuse himself or herself, the remaining members shall by majority vote rule on the objection. (New conflict of interest section added later in ZO.)~~

- J. Decisions – The Board of Adjustment may reverse or affirm, wholly, or partly, or may modify the decision appealed from and shall make any order, requirement, decision, or determination that ought to be made. The Board shall have all the powers of the official who made the decision. The Board shall determine contested facts and make its decision within a reasonable time. ~~Every quasi-judicial decision~~ Decisions shall be based upon competent, material, and substantial evidence in the record. ~~Every quasi-judicial decision shall be reduced to writing to~~ Every decision shall be made in writing and reflect the Board’s determination of contested facts and their application of applicable standards. This written decision report shall be approved by the Board and signed by the Chair of the Board or other duly authorized member of the Board. A quasi-judicial decision is effective upon filing of the written decision with the Clerk to the Board of Adjustment. The decision of the Board shall be delivered within a reasonable time by personal delivery, electronic mail, or be first-class mail to the applicant, landowner, and to any person who has submitted a written request for a copy of the decision prior to the date the decision becomes effective. The Clerk to the Board shall certify that proper notice has been made and the certificate shall be deemed conclusive in the absence of fraud.
- K. Judicial Review – Every quasi-judicial decision shall be subject to review by the superior court by proceedings in the nature of certiorari pursuant to NCGS 160D-1402. ~~A petition for review shall be filed with the Clerk of Superior Court by the later of 30 days after the decision is effective or after a written copy thereof is given accordance with subsection (E)(2)(a). When first-class mail is used to deliver notice, 3 days shall be added to the time to file the petition. Appeals shall be filed within the times specified in NCGS 160D-1405 (d).~~

~~SECTION 22-71 - DUTIES OF ZONING ADMINISTRATOR AND BOARD OF ADJUSTMENT, COURTS, BOARD OF COMMISSIONERS AS TO MATTERS OF APPEAL~~ (REVISED – SOME LANGUAGE FOR APPEALS AND VARIANCES MOVED FROM CHAPTER 152 OF DARE CODE TO ZONING ORDINANCE FOR EASIER REFERENCE)

~~— It is the intention of this chapter that all questions arising in connection with the enforcement of this chapter shall be presented first to the Zoning Administrator and that such questions shall be presented to the Board of Adjustment only on appeal from the Zoning Administrator; and that from the decision of the Board of Adjustment, recourse shall be had to courts as provided by law. It is further the intention of this chapter that the duties of the Board of Commissioners in connection with this chapter shall not include the hearing and passing upon disputed questions that may arise in connection with the enforcement thereof but that the procedure for determining such questions shall be as set out in this chapter, and that the duties of the Board of Commissioners in connection with this chapter shall be only the duty of considering and passing upon any proposed amendment or approving any conditional use permit as provided by this chapter.~~

Section 22- 71 Quasi-judicial Zoning Decisions (160D-705) (NEW SECTION- some language taken from chapter 152)

- A. Appeals and variances are quasi-judicial proceedings of the Dare County Board of Adjustment as authorized in Chapter 152 of the Dare County Code of Ordinances. Hearings conducted on appeals and variances are evidentiary hearings and subject to the procedures set forth in Section 22-71. Special-use permits are quasi-judicial proceedings of the Dare County Board of Commissioners as set forth in Section 22-70.
- B. Appeals of administrative development decisions and other staff decisions -- The Board of Adjustment as established in Chapter 152 of the Dare County Code of Ordinances shall hear and decide appeals on administrative decisions regarding administrative development approvals and enforcement of the zoning regulations and appeals arising out of any other ordinance that

regulates land use or development. The provisions of Section 22-69.1 and Section 22-70 (quasi-procedures) are applicable to these appeals.

- C. Special Use Permits – The Board of Commissioners shall hear and decide special use permits in accordance with principles, conditions, safeguards, and procedures specified in Section 22-65 of this ordinance. Reasonable and appropriate conditions and safeguards may be imposed upon these permits. Where appropriate, such conditions may include requirements that street and utility rights-of-way be dedicated to the public and that provisions be made for recreational space and facilities. Conditions cannot be imposed on the applicant for which Dare County does not have the statutory authority to impose.
- D. Variances -- The Board of Adjustment shall hear and decide variances subject to the provisions of NCGS 160D and the provisions set forth in this section. When unnecessary hardships would result from carrying out the strict letter of the Zoning Ordinance, the Board of Adjustment shall vary any of the provisions of the zoning regulation ordinance upon a showing of all of the following:
- (1) Unnecessary hardship would result from the strict application of the regulation ordinance. It shall not be necessary to demonstrate that, in absence of the variance, no reasonable use can be made of the property.
 - (2) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to a make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability.
 - (3) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.
 - (4) The requested variance is consistent with the spirit, purpose, and intent of the regulation ordinance, such that public safety is secured, and substantial justice is achieved.
- E. No change in permitted uses may be authorized by variance. Appropriate conditions may be imposed on any variance, provided that the conditions are reasonably related to the variance. Any other development regulation ~~ordinance~~ that regulates land use or development may be provided for variances consistent with the provisions of this subsection.
- F. A variance shall not be granted to allow a use not permitted by right or special use permit in any zoning district.
- G. The following conditions shall not serve as conditions for granting of a variance: (this is something I added from research in other ordinances, seemed appropriate)
1. The non-conforming use of abutting lands, structures, or buildings in the same zoning district that applies to the subject property.
 2. The existence of an approved special use permit for the subject property.
 3. The fact the subject property could be utilized more profitably if a variance was granted or because of a financial hardship of the applicant.

SECTION 22-72 NOTICE PROCEDURES (NEW SECTION FOR ALL NOTICE PROCEEDINGS)

Notice procedures for administrative decisions, legislative hearings, and evidentiary hearings are as follows:

- A. Administrative development approval and determinations, revocation of administrative development approvals, and notices of violations of administrative development approvals: (160D-403)
1. Mailed Notice: The Planning Director or designee shall give written notice to the landowner of the subject property of a determination of development approval and to the party who sought the determination if different from the owner. The written notice shall be delivered by personal delivery, electronic mail or by first-class mail. The notice shall be provided to the last address listed for the owner on the Dare County tax records and to the address provided in the application or request for a determination if the party seeking the determination is different from the owner. For the purposes of this notice, delivery by first class mail shall be deemed received on the third business day following deposit of the notice in the mail with the United States Postal Service and delivery by electronic mail shall be deemed received on the date sent.
 2. Posted Notice: Notice of violations may also be posted on the property at the discretion of the Dare County Planning Director.
- B. Evidentiary hearings (quasi-judicial) for Appeals, Variances, and Special Use Permits (160D-406)
1. Mailed Notice: Notice of an evidentiary hearing shall be mailed to the person or entity whose appeal, variance or special use permit request is the subject of the hearing; to the owner of the property that is the subject of the hearing if the owner did not initiate the hearing; to the owners of all parcels of land abutting the parcel of land that is the subject of the hearing; and to any other persons entitled to receive notice as provided in the applicable development regulation. In the absence of evidence to the contrary, Dare County may rely on the Dare County tax listing to determine owners of property entitled to mailed notice. The notice must be deposited in the mail at least 10 days, but not more than 25 days, prior to the date of the hearing. The Board may continue an evidentiary hearing that has been convened without further advertisement, if an evidentiary hearing is set for a given date and a quorum of the board is not then present, the hearing shall be continued until the next regular Board meeting without further advertisement.
 2. Posted Notice: Dare County shall also prominently post a notice of the hearing on the site that is the subject of the hearing or on an adjacent street or highway right-of-way. This notice shall be posted according to the same time period applied to mailed notices.
 3. Electronic Postings – Dare County shall post notice of any evidentiary hearing on the Dare County webpage according to the same time period applied to mailed notices.
- C. Legislative Hearings for Zoning Map Amendments (160D-601)
1. Mailed Notice: The owner of affected parcels of land and the owners of all parcels of land abutting that parcel of land shall be mailed notice of the hearing on the proposed zoning map amendment by first class mail to the last address listed for such owners on the Dare County tax records. For the purpose of this section, properties are abutting even if separated by a street, railroad, or other transportation corridor. This notice must be deposited in the mail at least 10 days but not more than 25 days prior to the date of the hearing.

- Large-scale zoning map amendments – For large-scale zoning map amendments, as an alternative to the mailed notice requirements listed above, Dare County may elect to publish notice of the hearing provided each advertisement shall not be less than one-half of a newspaper page in size. Large-scale amendments are those that propose to change the zoning designation of more than 50 properties owned by at least 50 different property owners. The advertisement shall only be effective for property owners who reside in the area of general circulation of the newspaper that publishes the notice. Property owners who reside outside of the newspaper circulation area, according to the address listed on the most recent property tax listing for the affected property, shall be notified according to the provisions for mailed notice.
2. Posted Notice: When a zoning map amendment is proposed, Dare County shall prominently post notice of the hearing on the site proposed for the amendment or on an adjacent public street or highway right-of-way. This notice shall be posted according to the same time period applied to mailed notices. When multiple parcels are included in a zoning map amendment, a posting on each individual parcel is not required but Dare County shall post sufficient notices to provide reasonable notice to interested persons.
 3. Published Notice – For any legislative hearing on a zoning map or text amendment, notice shall be given once a week for two successive calendar weeks in a newspaper having general circulation in the area. The notice shall be published the first time not less than 10 days nor more than 25 days before the date scheduled for the hearing. In computing such period, the day of publication is not be included but the day of the hearing shall be included.
 4. Except for Dare County-initiated zoning map amendments, when an application is filed to request a zoning map amendment by a person that is not the landowner or an authorized agent, the applicant shall certify to Dare County that the landowner as shown on the Dare County tax records has received actual notice of the proposed amendment and a copy of the hearing notice. Actual notice shall be provided in any manner permitted under NCGS 1A-1, Rule 4(j). If notice cannot with due diligence be achieved by personal delivery, certified mail, or by a designated delivery service authorized pursuant to 26 USC 7502(f) (2), notice may be given by publication consistent with NCGS 1A-1 Rule 4 (j). The person or persons required to provide notice shall certify to Dare County that actual notice has been provided, and such certificate shall be deemed conclusive in the absence of fraud.
 5. For zoning text amendments which propose to add a permitted or special use to a specific zoning district or multiple zoning districts or text amendments which propose to apply to all properties in unincorporated Dare County, mailed notification and posting of properties is not required by North Carolina law. However, Dare County shall publish notice of the legislative hearing and post an electronic notice on the Dare County webpage. Other notice procedures may be implemented based on the specifics of the request and the number of properties involved in the amendment. (added not required by 160D)
 6. Electronic Postings – Dare County shall post notice of any legislative hearing on the Dare County webpage according to the same time period applied to published notices.
 7. Planning Board Meetings -- In advance of a Planning Board meeting at which a zoning map amendment request will be reviewed, notice of the amendment request shall be provided by the posting of a notice on the subject property and shall be provided to any abutting property owners. For zoning text amendments, notice shall be published on the Dare County Planning Department webpage. Such notice shall indicate the nature of the request, the applicant, time and date of the Planning Board meeting, and that comments on the

amendment may be made to the Planning Board during the citizen comment period offered at the beginning of the Planning Board meeting. The notice procedures for Planning Board review of an amendment shall be made no less than ten calendar days in advance of the scheduled Planning Board meeting.

8. Minor errors in any notice shall not invalidate the notice or any associated hearing if a bona fide attempt has been made to comply with the applicable notice requirements. Minor errors may include but are not limited to errors in legal description or typographical or grammatical errors. Failure of a party to receive written notice shall not invalidate subsequent action. If inquiries on the compliance of notice procedures are made, the applicable board conducting the hearing shall request the Planning Director to make a finding on the consistency of the notice requirements and such finding shall be made available as part of the final action on the request.

Section 22-73 Conflicts of Interest -- (160D-109) (NEW SECTION)

A. Legislative Decisions

1. Board of Commissioners- A member of the Dare County Board of Commissioners shall not vote on any legislative matter regarding a development regulation adopted where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. A member of the Dare County Board of Commissioners shall not vote on any zoning amendment or preliminary subdivision plat approval if the landowner of the property subject to a rezoning petition or the applicant for a zoning text amendment is a person with whom the member has a close familial, business, or other associational relationship.
2. Planning Board -- A member of the Planning Board shall not vote on any advisory or legislative decision regarding a development regulation where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. A Planning Board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or an applicant of a text amendment, a preliminary plat approval or travel trailer park/campground site plan is a person with whom the member has a close familial, business, or other associational relationship.
3. Administrative Staff – No Planning Department staff member shall make a final decision on an administrative development approval required by this Chapter if the outcome of that decision would have a direct, substantial, and readily identifiable financial impact on the staff member or if the applicant or other person subject to that decision is a person with whom the staff member has a close familial, business, or other associational relationship. If a staff member has a conflict of interest under this section, the decision shall be assigned to the supervisor of the Planning Department staff person. If the affected staff member is the Planning Director, then the Dare County Manager shall be the designated person to render the administrative decision. No staff member shall be financially interested or employed by a business that is financially interested in a development subject to regulation under this Chapter unless the staff member is the owner of the land or building involved. No staff member or other individual or an employee of a company contracting with Dare County to provide staff support shall engage in any work that is inconsistent with his or her duties in the Planning Department or inconsistent with the interest of Dare County as determined by Dare County.

- B. Quasi-Judicial Decisions. – A member of any Dare County board exercising quasi-judicial functions, including special use permits, shall not participate in or vote on any quasi-judicial matter

in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter.

- C. Resolution of Objection. – If an objection is raised to a board member's participation at or prior to a hearing or vote on that particular matter and that member does not recuse himself or herself, the remaining members of the Board of Commissioners shall by majority vote rule on the objection.
- D. Familial Relationship. – For purposes of this section, a "close familial relationship" means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships.

Section 22-81 Amendments (160D-601) (REVISED SECTIONS AS NOTED)

SECTION 22-81 - PROCEDURE GENERALLY

~~—The Board of Commissioners may, on its own motion or upon motion or petition by any person within the zoning jurisdiction of the County, after public notice and hearing, amend, supplement, change, modify, or repeal the regulations herein established or the maps which are part of this chapter, subject to the rules prescribed in this chapter. No regulations or map shall be amended, supplemented, changed, or modified, or repealed until after a public hearing in relation thereto, at which parties in interest and citizens shall have an opportunity to be heard.~~

~~—The Board shall cause a notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published for the first time not less than 10 days nor more than 25 days before the date fixed for the hearing. In computing such period, the day of publication is not to be included by the day of the hearing shall be included. (11-20-75, art. 14, 14.01) (Amended 1-3-11)~~

Any zoning map amendment, zoning text amendment or amendment to other development regulation is subject to legislative review and approval by the Dare County Board of Commissioners. A zoning map amendment is the process used to rezone or change the specific zoning classification that applies to one parcel or multiple parcels. A zoning text amendment is a revision made to the text of the Zoning Ordinance involving the list of permitted uses or special uses allowable in a zoning district or the adoption or revision of regulations that apply to zoning districts as a whole. Amendments may be initiated by the Board of Commissioners, by the Planning Director upon consultation with the Board of Commissioners, or by any landowner in unincorporated Dare County. Applications for a zoning amendment shall be made in writing to the Dare County Planning Director on an application provided for such a process. The application shall be signed by all property owners or their duly authorized agents.

No amendment to zoning regulations or a zoning map that down-zones property shall be initiated nor shall it be enforceable without the written consent of all property owners whose property is the subject of the down-zoning amendment, unless the down-zoning amendment is initiated Dare County. For purposes of this section, down-zoning means a zoning ordinance that affects an area of land in one of the following ways: 1) by decreasing the development density of the land to be less dense than was allowed under its previous usage. 2) by reducing the permitted uses of the land that are specified in

a zoning ordinance or land development regulation to fewer uses than were allowed under its previous usage. (SL 2019-111 Part 1 Method of procedure)

SECTION 22-82 – PROTESTS

~~In case of a protest against an amendment, supplement, change, modification or repeal, signed by the owners of twenty percent or more of the area of land included in such proposed change, of the land immediately adjacent thereto extending one hundred feet there from or of the land directly opposite thereto extending one hundred feet from the street frontage of such opposite land, such amendment shall not become effective except by favorable vote of three fourths of all members of the Board of Commissioners.~~

SECTION 22-83 – PLANNING BOARD ACTION

~~Every proposed amendment, supplement, change, modification or repeal to this chapter shall be referred to the Planning Board for its recommendation and report. The Planning Board shall have forty five (45) days within which to submit its recommendations to the Commissioners. All petitions for a change in the zoning map shall include a legal description of the property involved and the names and addresses of current abutting property owners.~~

Section 22-82 Planning Board Review (RENUMBERED AND REVISED) (160D-604)

Any zoning map amendment or zoning text amendment shall be submitted to the Dare County Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of submission of the amendment to the Planning Board, the Board of Commissioners may act on the amendment without the Planning Board report. The Board of Commissioners is not bound by the recommendations, if any, of the Planning Board.

Notice of Planning Board review of any zoning amendment shall be according to the procedures established in Section 22-72 of this ordinance. The public comment period at Planning Board meetings shall be used for citizen input on zoning amendments. Citizen comments on any proposed zoning amendment may be made at the public comment period held at the beginning of each Planning Board meeting. Citizen comments also may be submitted electronically or mailed to the Planning Board. (I revised to use citizen comment versus optional PB hearing)

When making a recommendation on a zoning map or text amendment, the Planning Board shall advise and comment on whether the proposed action is consistent with the Dare County Land Use Plan and any other officially adopted plan that is applicable. The Planning Board shall provide a written recommendation to the Board of Commissioners that addresses the plan consistency and other matters as deemed appropriate by the Planning Board. A comment by the Planning Board that a proposed amendment is inconsistent with the land use plan shall not preclude consideration or approval of the proposed amendment by the Board of Commissioners.

Section 22-83 Board of Commissioner Review (NEW SECTION)

The Planning Director shall deliver the recommendation of the Planning Board to the Board of Commissioners in a reasonable timeframe. The recommendation from the Planning Board shall include any materials submitted by the applicant or property owner, a report on any citizen comment received by the Planning Board, and a statement of plan consistency. The Board of Commissioners shall consider the Planning Board recommendation but is not bound by any such recommendation.

Final action by the Board of Commissioners on a proposed regulation or amendment shall proceed in a timely manner as practicable to avoid inordinate delays.

Section 22-84 Legislative Hearing (160D-601) (NEW SECTION)

Before adopting, amending, or repealing any ordinance or development regulation, the Board of Commissioners shall hold a legislative hearing. Notice procedures for a legislative hearing according to the procedures of Section 22-72 of this ordinance shall be implemented. Upon conclusion of the legislative hearing, the Board may choose to act on the proposed regulation or amendment, may choose to revise the proposed regulation or amendment based on citizen comment or Board discussion, may refer the item to County staff or Planning Board for further consideration, or may choose to take no action on the proposed regulation or amendment. Failure to take no action on the proposed regulation or amendment shall be deemed a denial of the proposed regulation or amendment unless stated otherwise by the Board of Commissioners. A statement of consistency and a statement of reasonableness shall be issued by the Board at the time of action on the item. A written account of any action by the Board of Commissioners shall be delivered by the Planning Director to the applicant and any party that has requested such information.

Section 22-85 Citizen Comments (160D-603) (NEW SECTION)

If any resident or property owner in Dare County submits a written statement regarding a proposed amendment, modification or repeal to a zoning regulation (including any text or map amendment) to the Clerk to the Board of Commissioners at least two business days prior to the proposed vote on such change, the Clerk shall deliver such written statement to the Board of Commissioners.

Section 22-86 Dare County Land Use Plan Consistency and Reasonableness 160D-604- 605) (NEW SECTION)

The Dare County Land Use Plan shall serve as the comprehensive plan consistent with NCGS 160D-501. The Dare County Land Use Plan sets forth goals, policies, and programs intended to guide the present and future physical, social, and economic development of the jurisdiction. This plan shall be reasonably maintained by Dare County. Any updates to the Plan shall be adopted by the Board of Commissioners following the legislative decision process set forth in Section 22-72 and Section 22-84 of the DCZO. The planning process for updates to the plan shall include opportunities for citizen engagement. The Dare County Planning Board shall serve as the advisory committee for any update process. Updates to the land use plan shall also follow any guidelines and procedures for certification by the State of North Carolina Coastal Resources Commission or Division of Coastal Management as required by state regulations.

A. Statement of Consistency – The Board of Commissioners shall approve a statement describing whether the action is consistent or inconsistent with the Land Use Plan. A plan consistency statement may be fulfilled by a clear indication in the official minutes that the Board of Commissioners was aware and considered the Planning Board’s recommendation and any relevant portions of the Land Use Plan.

If a map amendment is adopted and the action is deemed to be inconsistent with the Land Use Plan, then the amendment shall have the effect of also amending the future land use map in the Land Use Plan. Any amendment that results in changes to the future land use map shall be submitted to review by the NC Coastal Resources Commission or the Division of Coastal

Management as required by State regulations. If a zoning map amendment qualifies as a large-scale rezoning under NCGS 160D-602 (b), the Board of Commissioners statement shall address the overall rezoning and describe the analysis and policies in the Land Use Plan that were considered in their recommendation.

- B. Statement of Reasonableness – When adopting or rejecting any petition for a zoning text or map amendment, a statement explaining the reasonableness of the proposed zoning amendment shall be approved by the Board of Commissioners. The statement of reasonableness may consider, among other factors: the size, physical conditions and other attributes of any area proposed to be rezoned; the benefits and detriments to the landowners, the neighbors, and the surrounding community; the relationship between the current actual and permissible development and the development permissible under the proposed amendment; why the action taken is in the public interest; and any changed conditions warranting the amendment.

If a zoning map amendment qualifies as a large-scale rezoning under NCGS 160D- 602 (b) the reasonableness statement may address the overall rezoning.

A statement of reasonableness and a statement of consistency with the land use plan may be combined into a single statement by the Board of Commissioners.

Section 22-87 Permit Choice 160D-108 NEW SECTION

If a permit application made for development approval is submitted and a development regulation changes between the time the application was submitted and a decision is made, the applicant may choose which version of the development regulation will apply to the application. If the development permit applicant chooses the version of the rule or ordinance applicable at the time of the permit application, the development permit applicant shall not be required to await the outcome of the amendment to the rule, map, or ordinance prior to acting on the development permit. The duration of vested rights created by development approvals is as set forth in Section 22-88 of this ordinance.

(NEW TO ZONING ORDINANCE MOVED FROM CHAPTER 152)

~~152.01 VESTING OF RIGHTS.~~

~~—No vesting of rights under existing laws shall occur except in accord with the following policies:~~

~~—(A) Rights shall vest only upon actual issuance of a building permit duly signed by the Building Inspector;~~

~~—(B) Rights shall vest as to any subdivision plat, planned unit development, group development or other development or matter for which a permit or approval is required by this Code which complies with existing laws and any proposed changes which have been previously submitted to the Board of Commissioners, prior to the time of application for the approval, by the Planning Department, the Planning Board or proposed changes which have been announced by the Board of Commissioners to be under consideration on its own motion. (Prior Code, § 152.01) (Ord. passed 2-13-1989)~~

Section 22-88 Vesting Plans (160D-108) REWRITTEN FOR 160D COMPLIANCE

- A. A person claiming a statutory or common law vested right may submit information to substantiate that claim to the Planning Director who shall make an initial determination as to the existence of the vested right. The decision of the Planning Director may be appealed according to Section 22-69.1 of this ordinance. On appeal, the existence of the vested right shall be reviewed de novo. In

lieu of seeking a determination or pursue an appeal, a person claiming a vested right may bring an original civil action as provided in NCGS 160D-1403.1

- B. Amendments to Dare County zoning regulations or other land use development regulations shall not be applicable or enforceable for development that has been permitted or approved pursuant to this section as long as one of the following approvals remains valid and unexpired:
1. A Dare County building permit. Building permits are valid for a six-month period as set forth in NCGS 160D-1111.
 2. Dare County administrative development approval. Administrative development approvals shall run for a period of one year from the date of the approval unless work has substantially commenced.
 3. An site-specific vesting plan. A vested right established by a site specific vesting plan shall run for a period of two years from the date of the approval of the development application. For the purposes of this ordinance, a site specific vesting plans shall be as follows:
 - a. A special use permit approved by the Board of Commissioners
 - b. Subdivision preliminary plat approval.
 4. Multi-phase development plan – a multi-phase development is vested for a period of seven years from the date of approval by the Board of Commissioners. A multi-phase development plan is vested for the entire development with the zoning and subdivision regulations in place at the time of approval. For the purposes of this subsection, a multi-phase development shall mean a development containing 25 acres or more that is submitted for development approval to occur in more than one phase and is subject to a master development plan with committed elements, including a requirement to offer land for public use as a condition of approval of the master development approval plan. Multi-phase developments shall be subject to approval as special use permits according to Section 22-64 and 22-71.
 5. Development agreement as approved by the Dare County Board of Commissioners according to the provisions of North Carolina GS 160D Article 10.
- C. The procedures for administrative development approval are set forth in Section 22-64 of this ordinance.
- D. The procedures for preliminary plat approval are established in the Dare County Subdivision Ordinance, Chapter 153 of the Dare County Code of Ordinances.
- E. The procedures for a special use permit are set forth in Section 22-65 of this ordinance.
1. Each site-specific vesting plan shall include the information required by Dare County for approval as a special use permit.
 2. Each site specific vesting plan shall follow the notice and hearing procedures for special use permits.
 3. An approved site specific vesting plan and its conditions may be amended with the approval of the applicant and Dare County in the same manner as required for the special use permit.
 4. The Dare County Board of Commissioners may extend the vesting period up to five years following the same notice and hearing procedures used for the original vesting approval upon finding that:
 - a. The permit (approval) has not yet expired;
 - b. Conditions have not changed so substantially to warrant a new application; and
 - c. The extension is warranted in light of other relevant circumstances including but not limited to the size and phasing of the development, the level of investment, the need for the development, economic cycles, and market conditions or other considerations.

5. Following the establishment of a vested right upon the approval of a site specific vesting plan, the Planning Director shall issue a written statement acknowledging the vested right which describes the duration of the vesting period, the conditions of approval of the site specific vesting plan and other information deemed by Dare County as necessary to administer the vested right.
 6. The vested right shall confer upon the landowner the right to undertake and complete the development and use of the property as established in the site specific vesting plan. Failure to comply with the approved terms and conditions of the site specific vesting plan shall result in a forfeiture of vested rights. A vested right shall attach to and run with the land.
- F. Limits of site-specific vesting plans
1. Nothing in this ordinance shall prohibit the revocation of the original approval or other remedies for failure to comply with applicable terms and conditions of the approval of the Dare County Zoning Ordinance. The development remains subject to subsequent review and approvals to ensure compliance with the terms and conditions of the original approval.
 2. The establishment of a vested right according to the ordinance shall not preclude the application of overlay zoning that imposes additional requirements but does not affect the allowable type or intensity of use, or ordinances that are general in nature and applicable to all property subject to land use regulation by Dare County.
 3. New and amended zoning regulations that would apply except for the vested right shall become effective upon the expiration of termination of the vested right established by the ordinance.
 4. Upon issuance of a building permit, the expiration provisions of NCGS 160D-1111 and 160D-1115 shall apply except that a building permit shall not expire or be revoked because of the running of time while a zoning vested right is outstanding.
 5. Any vested right for a site-specific vesting plan is subject to the exceptions set forth in NCGS 160D-108.1
 6. Notwithstanding any provision of this section, the establishment of a vested right under this section shall not preclude, change, or impair the authority of Dare County to adopt and enforce development regulation provisions governing non-conforming uses or situations.
 7. A sketch plan or document that fails to describe the type and intensity of a specified parcel or parcels of land does not constitute a vesting plan. A variance shall not constitute a site-specific vesting plan or a condition of approval to secure a variance constitute a site-specific vesting plan.

Section 22-88.1 DEVELOPMENT AGREEMENTS 160D 1001-1012 (NEW SECTION)

The Dare County Board of Commissioners may approve development agreements as authorized in NCGS 160D-1001 and the procedures set forth in 160D 1001-1012 shall be followed for the approval of such agreements. For the purposes of this section, a development agreement is a development project that occurs in multiple phases over several years requiring a long-term commitment of both public and private resources.



Dare County Home Health & Dare Hospice

Description

The Board will consider a resolution to approve the terms of the Asset Purchase Agreement by and between Dare County and Adoration Home Health Care Virginia, LLC, an affiliate of Res-Care, Inc., d/b/a BrightSpring Health Services. If approved, the Asset Purchase Agreement will effectively sell substantially all of the assets utilized in the operation of Dare County's home health and hospice agency, Dare Home Health & Dare Hospice, to BrightSpring.

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



**Resolutions of the
Dare County Board of Commissioners
June 21, 2021**

The following Resolutions were duly adopted by the Dare County Board of Commissioners (the “Board”), the governing body of Dare County (the “County”), in a duly called regular meeting on June 21, 2021.

WHEREAS, the County currently owns certain assets, which assets are associated with and utilized in the operation of Dare Home Health & Dare Hospice (the “Agency”);

WHEREAS, N.C. Gen. Stat. §131E-13 provides that if the County leases, sells, or conveys the Agency, or part thereof, the procedural requirements of N.C. Gen. Stat. §131E-13(d) shall apply;

WHEREAS, the Board has carefully studied the future needs of the Agency and has held public hearings and obtained public comment on the present and future needs of the Agency in accordance with the requirements of N.C. Gen. Stat. §131E-13(d);

WHEREAS, the Board has substantially complied with the requirements of N.C. Gen. Stat. §131E-13(d)(1) through (6) and has: (i) at a regular meeting more than sixty (60) days prior to the date hereof, adopted a resolution declaring the intent of the County to sell the Agency (the “Resolution of Intent”); (ii) at said meeting, requested proposals for the sale of the Agency by direct solicitation of at least five (5) prospective purchasers; (iii) conducted a public hearing on the Resolution of Intent; (iv) required information on charges, services, and indigent care at similar facilities owned and operated by each proponent; (v) conducted a public hearing on the proposals to purchase the Agency; and (vi) made copies of the proposals with respect to the Agency available to the public at least ten (10) days before the public hearing on said proposals;

WHEREAS, Res-Care, Inc. d/b/a BrightSpring Health Services (“BrightSpring”), an experienced home health and hospice provider, submitted a proposal on behalf of itself and its affiliates to purchase substantially all of the assets used in the operation of the Agency (the “Assets”);

WHEREAS, the terms and conditions of the proposed sale of the Assets to Adoration Home Health Care Virginia, LLC, an affiliate of BrightSpring (“Purchaser”) have been reduced to writing in the form of an Asset Purchase Agreement by and between the County and Purchaser (the “Asset Purchase Agreement”), a draft copy of which is attached hereto as Exhibit A;

WHEREAS, at least ten (10) days before this meeting, the County made copies of the Asset Purchase Agreement available to the public in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(8) and a legal notice of this regular meeting of the Board was published in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(7); and

WHEREAS, in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(7), after considering whether the sale of the Assets to the Purchaser, in accordance with the provisions of this Resolution, will meet the health-related needs of medically underserved groups, such as low income persons, racial and ethnic minorities, and handicapped persons, the Board finds that the sale of the Assets is in the public interest.

NOW, THEREFORE, be it resolved that in accordance with N.C. Gen. Stat. §131E-13(d), the Board hereby authorizes, on behalf of the County, the following actions:

1. The Chairman of the Board and the County Manager to execute, on behalf of the County, a final version of the Asset Purchase Agreement, and any other agreements, certificates, documents, and instruments to be executed by the County in connection with the Asset Purchase Agreement, all of which shall be finalized with the assistance and upon the advice of Counsel to the County;

2. The County Manager to enter into Retention Bonus Letter Agreements with all employees of the Agency who accept new employment with Purchaser as of the closing date of the transaction contemplated by the Asset Purchase Agreement, consistent with the form attached hereto as Exhibit B;

3. The County Finance Officer to establish a restricted fund for the purposes of setting aside funds to secure the indemnification obligations of the County pursuant to the terms of the Asset Purchase Agreement; and

4. The County Manager to take such other and further actions as may be necessary to conclude and implement the transaction described in this Resolution.

This the 21st day of June, 2021.

DARE COUNTY BOARD OF
COMMISSIONERS

Robert L. Woodard, Sr., Chairman

ATTEST:

Cheryl C. Anby, Clerk to the Board

EXHIBIT A

ASSET PURCHASE AGREEMENT

Attached.

EXHIBIT B

RETENTION BONUS LETTER AGREEMENT TEMPLATE

June 30, 2021

[Employee's Name]
[Employee's Address]
[Employee's Address]

RE: Retention Bonus

Dear [Employee's Name],

In connection with the purchase of the assets utilized in connection with Dare Home Health & Dare Hospice ("Agency") from Dare County, and subject to criminal background checks, pre-employment screening, and drug screening conducted pursuant to its personnel policies, Adoration Home Health Care Virginia, LLC, an affiliate of BrightSpring Health Services (the "New Operator"), will offer employment to all qualified employees of the Agency, which employment will commence on or about August 1, 2021 (the "Commencement Date"). To ensure the smooth transition of the Agency to the New Operator, Dare County shall pay a retention bonus to all employees who remain employed by the County to work at the Agency until the closing of the transaction, and who accept new employment with the New Operator and remain employed for at least six (6) months. This retention bonus will be paid in two (2) equal installments, so long as you meet the eligibility criteria set forth below.

If you are employed by the County to work at the Agency on the date prior to the Commencement Date, you will be paid fifty percent (50%) of the Retention Bonus Amount (as defined below), which shall be payable to you as part of your final payroll amount from Dare County.

If you are employed by the New Operator on the six (6) month anniversary of the Commencement Date, you will be paid the remaining fifty percent (50%) of the Retention Bonus Amount, which shall be payable to you as part of your payroll amount paid after the six (6) month anniversary of the Commencement Date (the "Second Installment Payment"); provided, however, to the extent your employment with the New Operator is terminated for any reason prior to the six (6) month anniversary of the Commencement Date, you will not be eligible for the Second Installment Payment.

Retention Bonus Amount	[Employee's Specific Retention Bonus Amount]
------------------------	--

If you agree with the terms of the retention bonus set forth above, kindly execute and return a copy of this letter to me at outten@darenc.com no later than July 9, 2021.

On behalf of Dare County, I would like to thank you for your service to our community and wish you all of the best in the future.

Sincerely,

Robert Outten, County Manager

Accepted and Approved:

[Name of Employee]

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “*Agreement*”) is entered into as of the ____ day of June, 2021 (the “*Execution Date*”), by and between **Dare County**, a body corporate and politic authorized by the laws of North Carolina (“*Seller*”), and **Adoration Home Health Care Virginia, LLC**, a Delaware limited liability company, which is affiliated with Res-Care, Inc. d/b/a BrightSpring Health Services (“*Purchaser*”). Seller and Purchaser are sometimes referred to herein collectively as the “*Parties*” and individually as a “*Party*.”

BACKGROUND AND PURPOSE

Seller is licensed by the North Carolina Department of Health and Human Services (“*NCDHHS*”) Division of Health Service Regulation, to provide home health and hospice services pursuant to License Number HC0494 and Facility ID 943718 in Dare County, North Carolina and its surrounding counties (the “*Service Area*”). Purchaser is duly authorized to do business in the State of North Carolina, and Seller desires to sell substantially all of its assets relating to the provision of home health and hospice services (the “*Services*”) to Purchaser, and Purchaser has agreed to purchase the same on and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, Seller and Purchaser agree as follows:

1. **Sale and Transfer of Assets.** Subject to the terms and conditions of this Agreement, Seller shall sell, and Purchaser shall purchase, on the Closing Date (as defined below) for the consideration set forth herein, substantially all of the assets related to Seller’s Medicare-certified home health and hospice agency (the “*Business*”), excluding the Excluded Assets (defined below), free and clear of all obligations, charges, security interests, conditional sales contracts, leases, claims, encumbrances, and liens whatsoever (collectively, “*Encumbrances*”) including, without limitation, all of the property described as follows (collectively, the “*Assets*”):

(a) All of Seller’s right, title, and interest in and to those certain medical records of the active clients of the Business (the “*Clients*”) existing as of the Closing Date (defined below), including paper records and electronic records (together, the “*Client Records*”) subject to the rights of the Clients to authorize the transfer of the Client Records, the Clients’ right of access to the information contained in their records, if applicable, and subject to all privacy and confidentiality requirements imposed by state or federal law or regulation;

(b) Subject to any required consents or approvals, as applicable, and to the extent assignable, the certificate of need (or equivalent), all governmental and non-governmental provider numbers and related agreements required to operate the Business, including, but not limited to, Seller’s Medicare provider agreements with the Centers for Medicare & Medicaid Services (“*CMS*”), as such agreements relate to Medicare Provider Numbers 34-7074 and 34-1584 (“*Seller’s Medicare Numbers*”) and Seller’s National Provider Identification (“*NPI*”) numbers 1285630384 and 1831194547 (“*Seller’s NPI Numbers*”), and collectively, with Seller’s Medicare Numbers, “*Seller’s Provider Numbers and Agreements*”), and other intangible rights of Seller necessary to operate the Business, in each case to the extent transferable to Purchaser;

(c) Any and all on hand and in-stock medical and office supplies used in the operation of the Business, including any items ordered by Seller prior to the Execution Date;

(d) All rights and interests in and to any Assumed Contract (as defined below);

(e) Any and all mailing lists, subscriber and advertiser lists, subscriptions, processes, inventory records, budgets, lists of customers and suppliers, records with respect to pricing, volume, payment history, costs, production, and inventory, policies and procedures (including operational policies and procedures), sales and purchasing materials, and supplier records of Seller used in or related to the operation of the Business;

(f) Any and all advertising, editorial, marketing, promotional, and ancillary materials used in or related to the Business; and

(g) Any and all of Seller's goodwill in, and going concern value of, the Business and the Assets.

Notwithstanding anything to the contrary herein, those assets of Seller specifically set forth on Schedule 1A (collectively, the "**Excluded Assets**") are not being sold hereunder and shall not be included in the term "Assets."

2. Requirements of Sale. Pursuant to N.C. Gen. Stat. §131E-13(a), following the Effective Time (defined below), and for so long as Purchaser operates the Business, and N.C. Gen. Stat. §131E-13 is not amended or deleted to permit the termination of the obligations set forth below as to this transaction, Purchaser shall:

(a) Continue to provide the same or similar Services that Seller provided immediately prior to the Closing Date to all individuals in need of such Services in the Service Area;

(b) Ensure that indigent care is available to the population of the Service Area at levels related to need as previously demonstrated and determined mutually by Seller and Purchaser as set forth on Schedule 2(b);

(c) Not enact financial admission policies that have the effect of denying essential services or treatment solely because of a patient's immediate inability to pay for the services or treatment, subject to prudent business practices;

(d) Ensure that Services of the Business are available to beneficiaries of governmental reimbursement programs (Medicaid/Medicare) without discrimination or preference because they are beneficiaries of those programs, subject to prudent business practices; and

(e) Prepare an annual report to Seller that shows compliance with the requirements of this Section 2, which report shall be sent in accordance with Section 30(a) of this Agreement. The report shall provide a brief summary description of the Services provided in such fiscal year and shall include patient zip codes. Subject to patient confidentiality requirements, the report shall indicate the total number of patients seen by the Business in such fiscal year and the number provided indigent care.

3. Reversion of Assets. In the event Purchaser fails to substantially comply with the conditions set forth in Section 2, fails to operate the Business open to the public and free of discrimination based on race, creed, color, sex, or national origin unless relieved of this responsibility by operation of law, or if Purchaser dissolves without a successor entity to carry out the terms and conditions of this Agreement, then all ownership and other rights in the Business, including the Assets associated with the Business, shall revert to Seller, subject to the provisions of Section 4; provided that any building, land, or equipment

associated with the Business that Purchaser has constructed or acquired after the Effective Time may revert only upon payment to Purchaser of a sum equal to the cost less depreciation of such building, land, or equipment.

4. Reversion Procedures.

(a) If Purchaser has failed to substantially comply with the conditions listed in Section 2 above, Seller shall provide Purchaser written notice outlining the nature of such failure in accordance with Section 30(a) below. Purchaser thereafter shall have ninety (90) days to cure such non-compliance and/or to develop a plan to remediate any such non-compliance prospectively.

(b) The Parties shall attempt in good faith to promptly resolve any dispute or disagreement regarding the existence of substantial non-compliance, the adequacy of a cure of such non-compliance, or the adequacy of the remediation plan that cannot be settled by mutual agreement, by confidential mediation in accordance with the Code of Ethics & Rules of Procedure for mediation by the American Health Lawyers Association (“*AHLA*”) in effect on the Execution Date, before resorting to litigation.

(c) Any dispute or disagreement regarding the existence of substantial non-compliance, the adequacy of a cure of such non-compliance, or the adequacy of the remediation plan that cannot be settled by mutual agreement or by mediation shall be settled by arbitration by AHLA. Each Party shall be responsible for its own attorneys’ fees and such other costs and expenses incurred related to the arbitration proceedings, except to the extent the applicable substantive law specifically provides otherwise.

5. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY AGREEMENT, INSTRUMENT, CERTIFICATE OR DOCUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ASSETS (INCLUDING, WITHOUT LIMITATION, THE INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO). SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE BUSINESS OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY AGREEMENT, INSTRUMENT, CERTIFICATE OR DOCUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT.

6. Accounts Receivable; Certain Receipts by Purchaser and Seller.

(a) All deposit payments by Government Programs (defined below) as well as Commercial Programs (defined below) for Services relating to the operation of the Business are deposited into Seller’s main operating account (the “*Account*”). As of the Effective Time and continuing until such time as the Tie-In Notices (defined below) are issued and Purchaser’s EFT change forms have been processed (the “*Transition Period*”), Seller and Purchaser shall work together to ensure Purchaser receives all amounts deposited into the Account that relate to Services rendered after the Effective Time.

(b) For all deposit payments made to the Account solely for Services rendered in connection with the operation of the Business after the Effective Time (i.e. deposit payments made for Services rendered to Clients of the Business who are admitted after the Effective Time, or who begin a new Episode of Care (as defined below) after the Effective Time), Seller shall sweep such deposit payments on a weekly basis, or on such other schedule as may be determined as necessary by Purchaser, into a bank account controlled by Purchaser, and forward the remittance advice and other documentation provided by the applicable payor to Purchaser.

(c) Inasmuch as the Business provides certain home health services that are reimbursed based upon “episodes of care” which generally span sixty (60) days (each, an “*Episode of Care*”), Seller and Purchaser acknowledge that the Business has received prior to Closing, and will receive after the Closing, aggregated payments (as aggregated, an “*Episodic Payment*”) with respect to Episodes of Care that are open as of the Effective Time (that is, the Episode of Care will have commenced but will not have been completed as of the Effective Time). With respect to each such Episodic Payment, Seller and Purchaser acknowledge that (i) the portion of such Episodic Payment that is attributable to services rendered prior to the Effective Time will belong to Seller, and (ii) the portion of such Episodic Payment that is attributable to services rendered after the Effective Time will belong to Purchaser, calculated as set forth below.

(d) On a monthly basis throughout the Transition Period, Seller shall conduct a reconciliation with respect to all Episodes of Care that concluded during the preceding month and for which all aggregate Episodic Payments (including the request for anticipated payment amounts and any end-of-episode or other reconciliation payments) have been received. In conducting such reconciliation, Seller shall utilize the final remittance advice and other documentation provided by the applicable payor. Seller shall provide such reconciliation to Purchaser on or before the fifteen (15th) day following the end of the month for which such reconciliation relates. The portion of each Episodic Payment attributable to services provided by Purchaser after the Effective Time will be calculated based on the number of days between the Closing Date and the last day in such Episode of Care (counting the day upon which the Effective Time falls as the first day and the last day of the Episode of Care as the last day).

(e) Within ten (10) Business Days following completion of the reconciliation described in Section 6(d), Seller shall remit to Purchaser, by ACH, those portions of the applicable Episodic Payments that are attributable to services provided after the Effective Time. Seller shall also provide Purchaser with supporting documentation of such amounts remitted with respect to services provided after the Effective Time. In the event that Purchaser has reasonable evidence to support its belief that any amount remitted is incorrect, Purchaser shall contact Seller’s designated representative as soon as reasonably practicable, and Seller and Purchaser shall conduct a meeting (via telephone or in person as determined by Seller and Purchaser) to discuss the discrepancy. Upon reaching mutual agreement regarding the amount owed, within ten (10) Business Days Seller shall wire the funds to Purchaser in the agreed upon amount.

(f) On a monthly basis after the Transition Period, in the event that Purchaser receives any Episodic Payment, a portion of which is attributable to services provided prior to the Effective Time, Purchaser shall conduct a reconciliation. In conducting such reconciliation, Purchaser shall utilize the final remittance advice and other documentation provided by the applicable payor. Purchaser shall provide such reconciliation to Seller on or before the fifteen (15th) day following the end of the month for which such reconciliation relates. The portion of each Episodic Payment attributable to services provided by Seller prior to the Effective Time will be calculated based on the number of days between the first day of the Episode of Care and the Closing Date (counting the first day of the Episode of Care as the first day and the day before the Closing Date as the last day).

(g) Within ten (10) Business Days following completion of the reconciliation described in Section 6(f), Purchaser shall remit to Seller, by ACH, those portions of the applicable Episodic Payments that are attributable to services provided prior to the Effective Time. Purchaser shall also provide Seller with supporting documentation of such amounts remitted with respect to services provided prior to the Effective Time. In the event that Seller has reasonable evidence to support its belief that any amount remitted is incorrect, Seller shall contact Purchaser’s designated representative as soon as reasonably practicable, and Seller and Purchaser shall conduct a meeting (via telephone or in person as determined by Seller and Purchaser) to discuss the discrepancy. Upon reaching mutual agreement regarding the amount owed, within ten (10) Business Days Purchaser shall wire the funds to Seller in the agreed to amount.

(h) To the extent the Closing Date does not occur on the first day of a calendar month, the Parties acknowledge that there will be outstanding beneficiary periods for hospice services that have not been billed by Seller as of the Closing Date (“**Open Beneficiary Periods**”). In the event of Open Beneficiary Periods, the Parties shall work together to bill for such Open Beneficiary Periods and Purchaser shall remit to Seller the pro rata portion of the payments received for such Open Beneficiary Periods based on the days of care that elapsed prior to the Closing Date.

(i) For so long as an Episode of Care is outstanding and for a period of thirty (30) days thereafter, within a reasonable time following the other Party’s request, each Party shall make available to the other Party all bank records related to such Party’s bank account into which Episodic Payments are deposited in order to permit each Party to confirm the other Party’s compliance with the foregoing obligations.

(j) If the Parties’ representatives are unable to reach mutual agreement regarding any amount owed under this Section 6 within twenty (20) days after their initial meeting to discuss a dispute, at the request of either Party, the Parties shall engage an independent accounting firm to review the disputed amount and make a determination of the amount owed, which determination shall be final and binding on the parties. The Parties shall each pay one-half of the cost of such review. Upon receipt of the determination of the independent accounting firm, within ten (10) business days Seller shall wire the funds to Purchaser in the agreed upon amount.

7. Purchase Price; Closing.

(a) In consideration of the sale and transfer of the Assets, Purchaser shall pay to Seller the sum of Two Million Nine Hundred Thousand Dollars (\$2,900,000.00) (the “**Purchase Price**”). On or about May 11, 2021, Purchaser delivered to Seller, as earnest money, Two Hundred Ninety Thousand Dollars (\$290,000.00) (the “**Earnest Money**”), which shall be credited against the Purchase Price. At the Closing (defined below), Purchaser shall pay to Seller the balance of the Purchase Price (after crediting the Earnest Money) by wire transfer of immediately available funds to the bank account designated prior to the Closing Date by Seller.

(b) At the Closing, Seller shall establish a restricted fund balance account in the amount of Two Hundred Ninety Thousand Dollars (\$290,000.00) from either (i) existing cash reserves of Seller; or (ii) a portion of the Purchase Price (the “**Restricted Fund Balance Account**”), for the purpose of securing the indemnification obligations of Seller as set forth in this Agreement. The Restricted Fund Balance Account shall be maintained in accordance with the Restricted Fund Agreement, the form of which is attached hereto as Exhibit A.

(c) At Closing, Purchaser shall retain, as a reduction of the Purchase Price, (a) the total amount of retention bonuses set forth on Schedule 7(c) that may become due and payable to Transferred Employees upon expiration of the Retention Period (the “**Retention Bonuses**”) and pursuant to the terms of certain retention letter agreements by and between Seller and certain Transferred Employees, as approved by Seller’s Board of Commissioners and Purchaser (the “**Retention Agreements**”), plus (b) the employer payroll taxes related to such Retention Bonuses.

(d) The closing of the transactions contemplated under this Agreement (the “**Closing**”) shall be held on or before August 1, 2021, by the electronic exchange of the transaction documents in lieu of an in-person closing, following the satisfaction or waiver of all closing conditions set forth in Sections 21 and 22 below, or such other time and place that the Parties may agree (the “**Closing Date**”), effective as of 12:01 a.m. (EST time) on the Closing Date (the “**Effective Time**”). From the Execution Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by Purchaser (which consent shall not be unreasonably withheld or delayed), Seller shall (x) conduct the Business in the ordinary

course of business consistent with past practice; and (y) use reasonable best efforts to maintain and preserve intact its current Business organization, and operations and to preserve the rights, franchises, goodwill and relationships of its employees, patients, suppliers, regulators and others having relationships with the Business.

8. **Contractual Obligations.** Seller shall, pursuant to an Assignment and Assumption Agreement, in substantially the form attached hereto as Exhibit B (the “***Assignment and Assumption Agreement***”) assign to Purchaser as of the Closing Date all of its rights in and to the contracts used by Seller in the operation of the Business, as set forth on Schedule 8 attached hereto and incorporated herein by reference (the “***Assumed Contracts***”). Purchaser shall assume Seller’s obligations under the Assumed Contracts on the Closing Date. The Assumed Contracts shall not include any contracts not listed on Schedule 8 (all contracts not so listed on Schedule 8, the “***Excluded Contracts***”).

9. **Seller’s Closing Obligations.** In addition to any other documents to be delivered under other provisions of this Agreement, at or before the Closing, Seller shall deliver to Purchaser:

(a) an executed Bill of Sale and Assignment (the “***Bill of Sale***”), in substantially the form attached hereto as Exhibit C, conveying, as of the Closing Date, the Assets to Purchaser, free and clear of all Encumbrances;

(b) an executed Assignment and Assumption Agreement;

(c) a certificate executed by an officer of Seller certifying as to the accuracy of its representations and warranties herein as of the Execution Date and as of the Closing in accordance with Section 21(a) and as to Seller’s compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 21(b);

(d) an updated list of all Clients of the Business as of the Closing Date, as well as accurate and complete copies of all of the Client Records;

(e) copies of all consents required to be obtained by Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby as required to be disclosed in Schedule 19(c);

(f) an executed lease agreement (the “***Lease Agreement***”) in substantially the form attached hereto as Exhibit D, by and between Seller and Purchaser, which Lease Agreement provides Purchaser the right to occupy and use the fully furnished space currently occupied by Seller for the operation of its home health and hospice office, including the IT infrastructure that is installed in the space, until such time as the Tie-In Notices are received and Purchaser is lawfully permitted to relocate the Business, which Purchaser acknowledges is subject to receipt of all appropriate approvals from applicable governmental authorities;

(g) the Restricted Fund Agreement executed by Seller and documentation of the establishment and funding of the Restricted Fund Balance Account;

(h) resolutions approving this Agreement, the transaction documents, and the transactions contemplated hereby and thereby and authorizing the execution and delivery of this Agreement and the transaction documents to Purchaser;

(i) possession of those consents listed on Schedule 19(c) in a form acceptable to Purchaser;

(j) possession of the originals of all of Seller's cost reports, correspondence, work papers, and other documents relating to Seller's cost reports and/or government cost report settlements;

(k) possession of the Assets; and

(l) Executed Seller's portions of CMS 855A Forms for each of the Medicare Provider Numbers.

10. Purchaser's Closing Obligations. In addition to any other documents to be delivered under other provisions of this Agreement, at or before the Closing, Purchaser shall deliver to Seller:

(a) the balance of the Purchase Price by wire transfer to Seller;

(b) a certificate executed by an officer of Purchaser certifying as to the accuracy of its representations and warranties herein as of the Execution Date and as of the Closing in accordance with Section 22(a) and as to Purchaser's compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 22(b);

(c) an executed Bill of Sale;

(d) an executed Assignment and Assumption Agreement;

(e) an executed Lease Agreement;

(f) an executed Restricted Fund Agreement; and

(g) Resolutions approving this Agreement, the transaction documents and the transactions contemplated hereby and thereby and authorizing the execution and delivery of this Agreement and the transaction documents to Seller.

11. Additional Documents; Contact Numbers; Home Health & Hospice Agency Name.

(a) From time to time, whether at or after the Closing and without further consideration, the Parties shall execute and deliver such further instruments of conveyance and transfer and take such further action as either may reasonably request in order to convey and transfer the Assets and to carry out and document the transactions contemplated hereby or under any transaction document. Purchaser and Seller each shall reasonably cooperate with the other in the timely completion of the documentation contemplated by this Agreement, as well as the other requirements of this Agreement and the transaction documents, including such matters that may arise following the Closing. Following the Closing, Seller shall make available to Purchaser, its affiliates and their respective directors, managers, officers, employees, agents and representatives, Seller's employees, books, records and systems to the extent reasonably necessary to determine or address the transfer or assignment of the licensure and accreditations set forth on Schedule 19(i).

(b) The phone numbers and fax numbers used in connection with the Business (the "Contact Numbers") are not assignable to Purchaser. After the Effective Time, Seller shall allow Purchaser to use the Contact Numbers during the term of the Lease Agreement, and then following such period, forward all calls or faxes to such Contact Numbers to such phone or fax numbers as designated by Purchaser from time to time. Seller shall not discontinue the Contact Numbers without the prior written consent of Purchaser and shall at all times use commercially reasonable efforts to assist in a transition plan from the Contact Numbers to new phone numbers and fax numbers to allow Purchaser to continue its operation of the Business in the ordinary course.

(c) From and after the Effective Time, Seller shall not use, and shall not grant any license to use, the name “Dare Home Health & Dare Hospice” or any variation thereof without the prior written consent of Purchaser.

12. Liabilities. Purchaser shall assume from Seller only those liabilities or obligations of Seller arising following the Effective Time under the Assumed Contracts that are effectively assigned to Purchaser hereunder (but specifically excluding all obligations or liabilities arising from any default, breach or violation of any such Assumed Contract occurring prior to the Effective Time, whether occurring as a result of the transactions contemplated by this Agreement or otherwise) (collectively, the “*Assumed Liabilities*”), and no other liabilities or obligations. Except solely for the Assumed Liabilities, Purchaser shall not assume, or in any way be liable or responsible for, any liability of Seller, whether known or unknown, direct or indirect, now existing or hereafter accruing, all of which shall remain the sole responsibility of, and shall be solely retained, paid, performed and discharged by Seller (collectively, “*Retained Liabilities*”), which includes, without limitation, the following:

(a) any liability arising out of or relating to Services provided by, or on behalf of, Seller;

(b) any liability arising out of the employment of or arising out of any employment, severance, retention or termination agreement with any employee including, without limitation, wages or any other compensation accrued prior to the Effective Time or COBRA, or any “parachute payment” to a “disqualified individual” (as each term is defined in Section 280G of the Internal Revenue Code) as a result of the transaction;

(c) any liability arising out of or related to an employee grievance related to periods prior to the Effective Time;

(d) any liability arising out of any workers’ compensation claims made or related to periods prior to the Effective Time;

(e) any liability arising out of any proceeding relating to any act or omission of Seller;

(f) any claims, potential claims or liability arising out of any litigation matters arising from events that occurred prior to the Effective Time;

(g) any liability arising out of or resulting from Seller’s noncompliance with any Applicable Laws in Section 19(i);

(h) any liability arising out of or relating to any appeals, audits, adjustments, recoupments, overpayments, collection efforts, voluntary repayments, challenges, litigation or notices of intent to audit made by a Governmental Authority (defined below) or a Private Program for Services rendered by or on behalf of Seller prior to the Effective Time;

(i) any liability of Seller under this Agreement or any other document executed in connection with the transactions contemplated hereby;

(j) any liability with respect to taxes of Seller;

(k) any liability arising out of or resulting from any debt obligations of Seller including, without limitation, loans, guaranties, lines of credit, or credit card expenditures;

(l) any liability resulting from any independent contractor of Seller related to periods prior to the Effective Time;

(m) any liability under any Excluded Contract;

(n) any liability arising from the breach or violation of any covenant or agreement of Seller under any Assumed Contract occurring prior to the Effective Time (including any failure to take any action or obtain the consent of any person in connection with the transactions contemplated by this Agreement); and

(o) any liability relating to operations of the Business prior to the Effective Time.

Further, notwithstanding any other provision of this Agreement to the contrary, Seller shall be solely responsible for the satisfaction of all liabilities with respect to the Retained Liabilities and all other liabilities of Seller, other than the Assumed Liabilities, whether known at the time of Closing or thereafter determined.

13. Seller's Provider Numbers and Agreements. To the fullest extent permitted by law, as of the Effective Time, Seller sells, assigns, and transfers to Purchaser, all right, title, benefit, privileges, and interest in, to, and under Seller's Provider Numbers and Agreements, each to the extent transferable. By virtue of the assignment and assumption of Seller's Provider Numbers and Agreements, following the Effective Time, Purchaser is entitled to full and exclusive use of Seller's Provider Numbers and Agreements. Notwithstanding the foregoing, Purchaser shall not assume or be deemed to have assumed and shall not be responsible for any liability or obligation of Seller under Seller's Provider Numbers and Agreements with respect to periods prior to the Closing Date. Purchaser shall be solely responsible for the operation by Purchaser of the Business on or after the Closing Date and for any liabilities of Purchaser or the Business which arise out of Purchaser's operation of the Business on or after the Closing Date, including those arising from the use of Seller's Provider Numbers and Agreements on or after the Closing Date. Notwithstanding the foregoing, Purchaser shall not assume or be deemed to have assumed and shall not be responsible for any liability or obligation of Seller under Seller's Provider Numbers and Agreements with respect to periods prior to the Effective Time. Purchaser shall be solely responsible for Purchaser's operation of the Business on or after the Effective Time, including liabilities arising from Purchaser's use of Seller's Provider Numbers and Agreements on or after the Effective Time.

14. Certain Covenants Regarding Medicare, Medicaid and Licensure Matters.

(a) As soon as reasonably practical following the Closing, Purchaser shall submit CMS 855A Forms for the assignment of Seller's Medicare Agreements to Purchaser. Following the Closing, Purchaser shall exercise all commercially reasonable efforts to diligently pursue the issuance of tie-in notices by the Centers for Medicare and Medicaid Services ("**CMS**") assigning Seller's Medicare Agreements with respect to the Business to Purchaser (the "**Tie-In Notices**"). Seller shall provide Purchaser with such assistance as Purchaser may reasonably request in connection with the approval of the CMS 855A Forms and issuance of the Tie-In Notices.

(b) After the Tie-In Notices are received, Purchaser shall file appropriate Medicaid enrollment forms with CSC Provider EVC Unit, NC Tracks Operations Center, to obtain the required approvals to participate as a Medicaid-approved home health and hospice agency in the North Carolina Medical Assistance Program. Seller shall provide Purchaser with such assistance as Purchaser may reasonably request in connection with the Medicaid enrollment forms with CSC Provider EVC Unit, NC Tracks Operations Center.

(c) Purchaser has submitted to NCDHHS, Division of Health Service Regulation, Health Planning and Certificate of Need Section ("**CON Section**") a request for a determination that the transaction contemplated by this Agreement is exempt from certificate of need review. Purchaser shall provide Seller with copies of all correspondence to and from the CON Section related to such request (including a copy of such determination) promptly upon issuance or receipt.

(d) Prior to the Closing, Purchaser will submit to NCDHHS, Division of Health Service Regulation, Acute and Home Care Licensure and Certification Section (“**Acute and Home Care Section**”) an application for operation of the Business. Following submission of such application, Purchaser shall exercise all commercially reasonable efforts to diligently pursue the issuance of an approval of such application. Seller shall provide Purchaser with such assistance as Purchaser may reasonably request in connection with such application to the Acute and Home Care Section.

15. Employees.

(a) Purchaser will, subject to criminal background checks, pre-employment screening, and drug screening conducted pursuant to its personnel policies, offer employment to employees of Seller set forth on Schedule 15(a) who are currently involved in the operation of the Business (sometimes referred to herein collectively as the “**Employees**”) for at least six (6) months after the Closing Date (the “**Retention Period**”), under the same employment status (FT/PT/PRN) as such Employees are employed by Seller as of the Execution Date. Schedule 15(a) shall list, with respect to each of the Employees, such Employee’s position, employment status (FT/PT/PRN), exempt or non-exempt status, whether such Employee is on a leave of absence and if so, the reason therefor, and such Employee’s salary amount as of July 1, 2021. Purchaser’s offer of employment shall be consistent with the compensation set forth on Schedule 15(a) and is subject to Purchaser’s policies and procedures and conditioned upon each employee’s acceptance of such policies and procedures, which must be acknowledged in writing before employment with Purchaser begins. The Employees shall have no obligation to accept employment with Purchaser. The Employees who are offered and accept new employment with Purchaser effective as of the Effective Time shall be referred to as the “**Transferred Employees**” and, upon becoming Transferred Employees and termination of their employment with Seller, shall cease to be employees of Seller. Subject to the Retention Period, employment offered by Purchaser is “at will” and may be terminated by Purchaser or by an employee at any time for any reason (subject to any written commitments to the contrary made by Purchaser and any requirements of Applicable Law). Nothing in this Section shall limit Purchaser’s ability to terminate a Transferred Employee with cause; provided, however, to the extent Purchaser terminates a Transferred Employee during the Retention Period, Purchaser shall provide notice to Seller of its decision, along with a brief description of the grounds for termination.

(b) Attached as Schedule 15(b) is a list of the individuals providing Services in connection with the Business that are treated as independent contractors by Seller.

(c) In the event a Retention Bonus becomes due and payable to a Transferred Employee pursuant to the terms of a Retention Agreement after the Closing, Purchaser shall distribute the Retention Bonus to the appropriate Transferred Employee (less applicable withholding taxes) through Purchaser’s payroll system and in accordance with the normal payroll cycle. If a Transferred Employee is no longer employed by Purchaser as of the expiration of the Retention Period (for any reason), and therefore forfeits the second installment of his or her Retention Bonus then Purchaser shall pay to Seller the amount of such Retention Bonus that would otherwise become due and payable to such Transferred Employee upon the expiration of the Retention Period.

(d) Seller agrees to remain solely liable for all accrued retirement benefits, health benefits, paid time off, and other employee benefits or liabilities attributable to the service of any Employee while he/she is an employee of Seller. Seller has complied in all respects with all laws and regulations applicable to its employee benefit plans and complied in all material respects with the terms of such benefit plans. From and after the Effective Time, Transferred Employees shall accrue paid time off under Purchaser’s personal leave time (“**PLT**”) policies, as then in effect; *provided, however*, Purchaser agrees to credit each Transferred Employee for his/her years of service and commitment to Seller prior to the Closing Date and to account for such years of service when determining each Transferred Employee’s eligibility for PLT, as well as benefit plan contribution matching and vestment calculations. Nothing herein shall be

constructed against Purchaser to suggest that each Transferred Employee is anything other than a new employee of Purchaser effective as of the Effective Time.

(e) Except as expressly set forth herein, Purchaser shall not assume any liabilities with respect to any Employees or with respect to any employee benefit plan or any claim thereupon or related thereto. From and after the Effective Time, except as expressly set forth herein, Seller shall remain solely responsible for any and all liability with respect to the Employees, including the Transferred Employees and their beneficiaries and dependents, relating to or arising in connection with or as a result of (i) the employment or the actual or constructive termination of employment of any such employee by Seller (including, without limitation, in connection with the consummation of the transactions contemplated by this Agreement), (ii) the participation in or accrual of benefits or compensation under, or the failure to participate in or to accrue compensation or benefits under, any employee benefit plan or other employee or retiree benefit or compensation plan, program, practice, policy, agreement, or arrangement of Seller, or (iii) accrued but unpaid salaries, wages, bonuses, or other compensation (including, without limitation, deferred compensation).

(f) Transferred Employees will be eligible to receive medical benefits coverage under Purchaser's benefit plan(s), subject to the terms and conditions of Purchaser's plan(s), as of the Closing Date, which shall provide coverage for all pre-existing conditions of Transferred Employees.

16. Cost Report Matters. Seller shall timely prepare, execute, and file all Cost Reports for periods ending prior to the Closing Date or required as a result of the consummation of the transactions set forth herein, including terminating cost reports for the Medicare and the Medicaid programs (the "*Terminating Cost Reports*"). Purchaser shall, promptly after receipt by Purchaser, forward to Seller any demand for payments relating to government cost report settlements, Seller's cost reports, and/or any Seller cost report reopened prior to the Effective Time. Seller shall deliver to Purchaser a copy of any action, order, notice (including, any notice of program reimbursement), or other correspondence from the fiscal intermediary, Medicare contractor, CMS, or NCDHHS or any of its divisions or contractors received by Seller relating to Seller's cost reports. Purchaser shall have all rights to (a) reopen any Seller cost report and any amounts receivable with respect to such reopened Seller cost reports, and (b) appeal any determinations relating to government cost report settlements, Seller cost reports, and/or any reopened Seller cost report; provided, however, that Purchaser shall pay all cost report liability to the extent such liability is assessed against and payable by Seller solely as a result of Purchaser's reopening of any of Seller's cost reports. Seller shall have all rights to any additional payments received from the fiscal intermediary, Medicare contractor, CMS, or NCDHHS or any of its divisions or contractors relating to Seller's cost reports for all periods prior to the Effective Time, provided that such additional payments are not the result of Purchaser reopening or appealing any such cost report, in which case Purchaser shall receive such additional payments. Purchaser shall retain the originals of all of Seller's cost reports, correspondence, work papers, and other documents relating to Seller's cost reports and/or government cost report settlements; however, Seller shall be permitted to have access to all such originals at any reasonable time upon reasonable advance notice.

17. Misdirected Payments; Offsets Against Reimbursement. The Parties covenant and agree that they shall remit, with reasonable promptness, to the other any payments received, which payments are on or in respect of accounts or notes receivable owned by (or are otherwise payable to) the other Party. Notwithstanding the foregoing, Seller agrees to remit to Purchaser, within thirty (30) days of receipt by Seller, any payments received by Seller for Services rendered by Purchaser after the Effective Time. Purchaser also agrees to remit to Seller, within thirty (30) days of receipt by Purchaser, any payments received by Purchaser for Services rendered by Seller prior to the Effective Time. In the event that, following the Effective Time, Purchaser suffers any offsets against reimbursement under any third-party payor or reimbursement programs owed to Purchaser, relating to amounts owing under any such programs by Seller for Services rendered prior to the Effective Time, Seller shall within thirty (30) days of receipt of

a written demand from Purchaser pay to Purchaser the amounts so billed or offset. In the event that, following the Effective Time, Seller suffers any offsets against reimbursement under any third-party payor or reimbursement programs owed to Seller, relating to amounts owing under any such programs by Purchaser or any of its affiliates for Services rendered after the Effective Time, Purchaser shall within thirty (30) days of receipt of a written demand from Seller pay to Seller the amounts so billed or offset. The terms of this Section 17 shall survive Closing.

18. Notice to Clients. Prior to the Effective Time, Purchaser and Seller shall jointly notify the Clients of the transactions contemplated by this Agreement. Neither Purchaser nor Seller shall send any notices to the Clients regarding this transaction without the other Party's approval as to the content and manner of such notice, which approval shall not be unreasonably withheld, conditioned or delayed.

19. Representations, Warranties and Covenants of Seller. To induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that:

(a) Organization and Good Standing. Seller is a North Carolina body corporate and politic that has full power and authority to own the Assets and to carry on the Business as it is now being conducted, including the Services provided by the Business.

(b) Authority. Seller has full power, authority, and legal capacity to enter into this Agreement and the other transaction documents to which it is a party, to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder, and the execution, delivery, and performance of this Agreement and the other transaction documents to which it is a party does not conflict with any provision contained in any agreement, instrument, judgment, order, or laws to which Seller is a party or by which Seller is bound. This Agreement has been duly executed and delivered by Seller and constitutes a valid and legally binding obligation of Seller, enforceable in accordance with its terms, and upon execution thereof by Seller, each other transaction document to which it is a party will constitute a valid and legally binding obligation of Seller, enforceable in accordance with its terms. All acts, conditions, and things necessary or required by the Constitution and laws of the State of North Carolina or otherwise to exist, happen, and be performed precedent to the execution and delivery of this Agreement (including the execution, delivery and performance by Seller of this Agreement and any other transaction document to which it is a party being authorized and approved by all requisite action of Seller and its governing board) do exist, have happened, and have been performed.

(c) Notices and Consents. Except as set forth in Schedule 19(c), Seller is not and will not be required to give any notice to or obtain any consent from any person in connection with the execution and delivery of this Agreement or the consummation or performance of the transactions contemplated hereby. All notices and consents set forth on Schedule 19(c) have been obtained or, as to notices deliverable by Seller to Purchaser at Closing, have been obtained by Seller prior to the Closing Date as agreed to by Seller and Purchaser. Seller agrees to cooperate with Purchaser as requested by Purchaser in the preparation of notices or consents required by Purchaser to operate the Business.

(d) Changes in Representations and Warranties. All information of Seller furnished and to be furnished to Purchaser is and will be accurate as of the Closing Date. None of the information contained in the representations and warranties of Seller set forth in this Agreement or in any of the exhibits, lists, documents, schedules, or other instruments delivered or to be delivered to Purchaser as contemplated by any provision of this Agreement contains or will contain any untrue statements of material fact or omissions. Throughout the period from the Execution Date through and including the Closing Date, Seller shall give Purchaser prompt written notice of (i) any representation and warranty made by Seller in this Agreement which Seller hereafter learns was inaccurate or incorrect when originally made, (ii) any event, change, or occurrence which would make any representation or warranty of Seller inaccurate or incorrect as of the time of such event, change or occurrence, and (iii) any event, change, or occurrence which will or

reasonably may be anticipated to prevent Seller from making the same representations and warranties as set forth herein on and as of the Closing Date. The giving of any such notices shall not limit or modify any rights of Purchaser hereunder arising in the case of a breach of a representation or warranty by Seller, and Purchaser shall have the right to terminate this Agreement at any time prior to Closing following receipt by Purchaser of any such notice of a materially inaccurate or incorrect representation or warranty.

(e) Assets. Seller owns and has or will own and have as of the Effective Time, good and marketable title to the Assets, free and clear of all Encumbrances. The Assets (other than the Excluded Assets and the non-assignable licenses, permits and certifications) constitute all of the assets constituting, used or being held for use in the conduct of the Business as currently conducted. Attached as Schedule 19(e) is a list of all of the contracts to which Seller is a party with respect to the Business involving payments (to or from Seller) in the amount of Twenty-Five Thousand Dollars (\$25,000.00) or more for any twelve (12) month period.

(f) Healthcare Permits, Government Programs and Private Programs. Seller, with respect to the Business:

(i) holds all healthcare licenses, permits, authorizations, accreditations, and certificates (including certificates of need or authority) necessary to conduct the Business (each a "**Healthcare Permit**" and collectively, "**Healthcare Permits**"), and all such Healthcare Permits are valid and in full force and effect. Seller is not and has not been in breach or violation of, or default under, any such Healthcare Permit. Seller has not received any notice from any Governmental Authority: (A) that any of its properties, facilities, equipment, operations or business procedures, or practices fail to comply (or are at risk for failing to comply) in any respect with any applicable Healthcare Law or Healthcare Permit; or (B) taking action (or threatening to take action) to revoke, withdraw or suspend any such Healthcare Permit. No event has occurred that, with or without notice or the passage of time, would constitute a breach or violation of, or would constitute grounds for an action or order with respect to, any Healthcare Permit.

(ii) is certified for participation in and eligible to receive reimbursement under Titles XVIII and XIX of the Social Security Act (collectively, the "**Medicare and Medicaid Programs**"), and other similar federal, state, or local reimbursement or governmental sponsored, supported or funded programs for which Seller is eligible to receive payments on account of Services provided by the Business (collectively, "**Government Programs**"). Seller currently participates in private reimbursement programs not involving payment of funds directly from a Government Program or Medicare Administrative Contractor (including, without limitation, any private commercial insurance carrier, managed care organization, Medicare Advantage or Medicaid managed care organization, self-funded health insurance plan as established under ERISA, private or workers' compensation insurance program) (collectively, "**Private Programs**"). A true and correct listing of all Private Programs in which Seller is contracted or participates has been provided to Purchaser (collectively, "**Private Program Agreements**").

(iii) All necessary certifications and agreements required for participation in such Government Programs or Private Programs are (as applicable) valid, in full force and effect and have not been amended or otherwise modified, rescinded, revoked, or assigned, and to Seller's knowledge no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture, exclusion, or non-renewal of any Government Program or Private Program Agreement.

(iv) For purposes of this Agreement, the term "**Governmental Authority**" means any government or political subdivision, department, commission, board, bureau, agency or other governmental authority, whether federal, state, District of Columbia, city, county, municipal or foreign, or any agency or instrumentality thereof (e.g., Medicare or Medicaid contractors including Medicare Administrative Contractors, Qualified Intermediary Contractors, Recovery Audit Contractors and Zone

Program Integrity Contractors), whether domestic or foreign, or any federal, state, District of Columbia, city, county, municipal or foreign court.

(g) Litigation. There are no actions, suits, labor disputes or arbitrations, or legal or administrative proceedings or investigations pending against Seller for the operation of the Business, the Business, or any Asset and no such actions or proceedings have been commenced within the last three (3) years. To the best of Seller's knowledge, no such actions, suits, labor disputes or arbitrations, or legal or administrative proceedings or investigations are contemplated or threatened against Seller for the operation of the Business, the Business or any Asset nor, to the best of Seller's knowledge, is there any basis therefore. To the best of Seller's knowledge, no event has occurred or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement by any person of any action, suit, proceeding or investigation against Seller relating to the operation of the Business or any Asset.

(h) Health Care Compliance.

(i) Except as set forth in Schedule 19(h), neither Seller, nor to Seller's knowledge, any of its directors, officers, employees, or agents are or have been in breach or violation of, or non-compliance with, or default under, any Healthcare Laws. No notice has been received by, and no actions are pending against, Seller alleging any breach or violation of, non-compliance with or default under any such Healthcare Laws. For purposes of this Agreement, the term "**Healthcare Laws**" means any Law: (A) pertaining to facility licensure; (B) governing the provision of Services or certification as a healthcare organization to provide such Services; (C) imposed in connection with any healthcare program for which reimbursement is provided by a Governmental Authority including, without limitation: (x) 42 U.S.C. §§ 1320a 7, 7a and 7b, which are commonly referred to as the "Federal Anti-kickback Statutes" (the "**Federal Anti-Kickback Statute**"), (y) 42 U.S.C. § 1395nn, which is commonly referred to as the "Stark Statute" (the "**Stark Laws**"), and (z) 31 U.S.C. §§ 3729 through 3733, which is commonly referred to as the "Federal False Claims Act" (the "**Federal False Claims Act**"); (D) under 42 U.S.C. §§ 1320d through 1320d 8 and 42 C.F.R. §§ 160, 162 and 164, which is commonly referred to as the "Health Insurance Portability and Accountability Act of 1996"; (E) under the Patient Protection and Affordable Care Act (Public Law 111-148, 124 Stat. 119), as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152, 124 Stat. 1029); and (F) imposed or enforced by the U.S. Department of Health and Human Services, each of which (A) through (F) as may heretofore have been amended from time to time.

(ii) Seller made available to Purchaser: (A) all written inspection reports or other regulatory agency forms, reports or correspondence received by Seller during the last four (4) years describing inspectional observations by CMS, a state survey agency acting on behalf of CMS, a Medicare Administrative Contractor, or other similar Governmental Authorities; and (B) all written responses (including any plans of corrections, corrective action plans or similar compliance agreements) to such inspection reports or other inspectional observations made by CMS, a state survey agency acting on behalf of CMS, a Medicare Administrative Contractor, or other similar Governmental Authorities during the last three years.

(iii) Neither of Seller's directors, officers, employees, or agents: (A) has been convicted of or charged with any violation of any Healthcare Law related to any Government Program; (B) has been convicted of, charged with, or investigated for any violation of Healthcare Law related to fraud, theft, embezzlement, breach of fiduciary responsibility, financial misconduct, obstruction of an investigation, or controlled substances; or (C) is or ever has been, excluded, suspended or debarred from participation, or is otherwise ineligible to participate, in any Government Program or has committed any violation of Healthcare Law that would serve as the basis for any such exclusion, suspension, debarment or other ineligibility.

(iv) All of Seller's professional staff used in the operation of the Business are qualified and licensed to practice without restriction or limitation in such capacity in the State of North Carolina. Seller has not received notice that any healthcare professional employed by or contracted with Seller is under investigation by, or is not in good standing with, any Governmental Authority including, but not limited to, a medical or professional licensure board.

(i) Compliance with Law.

(i) Seller has conducted the Business so as to comply with, and is in compliance with, all laws, statutes, regulations, rules and other requirements of any governmental authority (including published interpretations and policies) applicable to it including, without limitation, all laws, statutes and regulations related or incident to the licensure, credentialing and certification of providers of professional or technical medical services, the management or licensing of physicians and health professionals, health and safety matters, employment and labor laws, health laws and regulations, health care fraud, insurance or medical billing or reimbursement and Medicare and Medicaid regulations, including Healthcare Laws (collectively, "*Applicable Laws*"). Seller has not received any notice or other communication from any person or entity regarding any actual, alleged or potential violation by Seller of any Applicable Law or license, permit or certification or any cancellation, termination or failure to review any license, permit or certification held by Seller for the operation of the Business. Seller holds all licenses, permits and certifications necessary to operate the Business in accordance with Applicable Laws, and set forth on Schedule 19(i), is a correct and complete list of all such licenses, permits and certifications.

(ii) There are no outstanding judgments, orders, writs or decrees of any judicial or other governmental authority binding specifically upon Seller, the Business or the Assets, other than judgments, orders, writs and decrees with which Seller has complied and which have no future applicability.

(j) Account. Seller represents and warrants to Purchaser that Seller has directed the Government Programs to electronically deposit all payments owed by the Government Programs for Services provided by the Business into the Account, and Seller represents and warrants that the Government Programs do not (i) send any payments for Services provided by the Business to any other entity or person, or (ii) deposit (electronically or otherwise) any payments for goods and Services provided by the Business into any bank account other than the Account. Seller agrees that it will not change, cause to be changed, or permit to be changed, the instructions to the Government Programs regarding payments to the Account until CMS issues the Tie-In Notices to Purchaser, and Purchaser has received all payments due to Purchaser related to the operation of the Business on or after the Closing Date that were or are schedule to be deposited into the Account. Seller agrees that it shall execute and deliver any additional documents or agreements, including but not limited to any additional documents or agreements required by any bank or other financial institution, necessary to effectuate this provision.

(k) No Conflict. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby will, directly or indirectly (with or without notice of lapse of time) (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any lien upon any of its assets).

(l) Satisfaction of Conditions. Seller promptly shall proceed to satisfy all conditions set forth in Section 21 below and shall notify Purchaser upon Seller's discovery or belief that Seller will be unable to meet such conditions.

(m) Assumed Contracts. Seller has delivered to Purchaser true, correct and complete copy of each written Assumed Contract and a written summary setting forth the terms and conditions of each other Assumed Contract. Each Assumed Contract, with respect to Seller is legal, valid, binding, enforceable, in full force and effect and will continue to be so on identical terms following the Closing Date. Each Assumed Contract, with respect to the other parties to such Assumed Contract, to the best knowledge of Seller, is legal, valid, binding, enforceable, in full force and effect and will continue to be so on identical terms following the Closing Date. Seller is not in breach or default, and no event has occurred that with notice or lapse of time would constitute a breach or default, or permit termination, modification or acceleration, under any Assumed Contract. To the best knowledge of Seller, no other party to an Assumed Contract is in breach or default, and no event has occurred that with notice or lapse of time would constitute a breach or default, or permit termination, modification or acceleration, under any Assumed Contract. Seller has not received any notice of the intention of any party to terminate or modify any Assumed Contract, and no party to any Assumed Contract has advised Seller that it repudiates any provision of any Assumed Contract. All obligations of Seller required under the Assumed Contracts to be performed prior to the Closing have been timely and fully performed in accordance with the terms of the Assumed Contracts.

(n) Survival. This Section 19 shall survive Closing.

20. Representations of Purchaser. To induce Seller to enter into this Agreement, Purchaser represents and warrants to Seller that:

(a) Organization and Good Standing. Purchaser is a North Carolina nonprofit corporation duly organized, validly existing, and authorized to transact business in the State of North Carolina.

(b) Due Authorization. Purchaser has full power, authority, and legal capacity to enter into this Agreement and the other transaction documents to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder, and the execution, delivery, and performance of this Agreement and the other transaction documents to which it is a party does not conflict with any provision contained in any agreement, instrument, judgment, order, or laws to which Purchaser is a party or by which Purchaser is bound. This Agreement has been duly executed and delivered by Purchaser and constitutes a valid and legally binding obligation of Purchaser, enforceable in accordance with its terms, and upon execution thereof by Purchaser, each other transaction document to which it is a party will constitute a valid and legally binding obligation of Purchaser, enforceable in accordance with its terms.

(c) Satisfaction of Conditions. Purchaser promptly shall proceed to satisfy all conditions set forth in Section 22 below and shall notify Seller upon Purchaser's discovery or belief that Purchaser will be unable to meet such conditions.

(d) No Conflict. The execution, delivery, and performance of this Agreement does not conflict with any provision contained in the governing documents of Purchaser or with any provision of any agreement, instrument, judgment, order, or law to which Purchaser is a party or is subject or by which it is bound.

(e) Survival. This Section 20 shall survive Closing.

21. Conditions to Purchaser's Performance. The obligations of Purchaser under this Agreement shall be subject to each of the following conditions, any one or more of which may be waived by Purchaser:

(a) All representations and warranties of Seller contained in this Agreement or in any other document delivered by Seller pursuant to this Agreement shall be true, correct, and complete in all material respects, on and as of the Execution Date and on and as of the Closing Date;

(b) Seller shall have observed, kept, or performed all of the material terms and conditions of this Agreement to be observed, kept, or performed by Seller;

(c) Purchaser shall have received a determination by the CON Section, that Seller's sale, and Purchaser's acquisition, of the Assets and Business is exempt from certificate of need review;

(d) Purchaser shall have received such other licenses, permits, and authorizations required by law to operate the Business as of Closing, except for such licenses, permits, and authorizations that, due to the requirements of applicable law or regulation, Purchaser can obtain only after the Closing;

(e) Except as otherwise provided in this Agreement to the contrary, Seller shall have terminated the employment of the Transferred Employees, on or before the Effective Time; shall have made and remitted all proper deductions, remittances, and contributions for the Employees' wages, commissions, and salaries required of them under all applicable contracts, statutes, and regulations and, wherever required by such contracts, statutes, and/or regulations, all proper deductions and contributions from its own funds for such purposes; and shall have made all proper pension benefit pay-outs for the Employees in accordance with plan requirements and Seller's policies and procedures thereon. Seller shall perform all reporting duties in respect of all such wages, commissions, salaries, and other compensation and in respect of all such deductions and contributions. Purchaser assumes no liability for any amounts whatsoever which have been paid or should have been paid to or for the benefit of, or withheld from, any employee of Seller;

(f) All Encumbrances relating to the Assets shall have been released in full, and Seller shall have delivered to Purchaser written evidence, in form satisfactory to Purchaser in its sole discretion, of the release of such Encumbrances;

(g) Seller shall have delivered evidence reasonably satisfactory to Purchaser that Seller has fulfilled all of the requirements of North Carolina G.S.131E-13; and

(h) Seller shall have delivered the documents and instruments required by Section 9.

22. Conditions to Seller's Performance. The obligations of Seller under this Agreement shall be subject to the following conditions, any one or more of which may be waived by Seller:

(a) All representations and warranties of Purchaser contained in this Agreement or in any other document delivered by Purchaser pursuant to this Agreement shall be true, correct, and complete in all material respects on or as of the date when made and on or as of the Closing, as if made on the Closing;

(b) Purchaser shall have observed, kept, or performed all of the material terms and conditions of this Agreement to be observed, kept, or performed by Purchaser;

(c) Seller shall have received a determination by the CON Section, that Seller's sale, and Purchaser's acquisition, of the Assets and Business is exempt from certificate of need review;

(d) Purchaser shall have extended offers of employment to the Transferred Employees; and

10. (e) Purchaser shall have delivered the documents and instruments required by Section

23. Termination.

(a) Termination Events. By written notice given prior to or at the Closing, subject to Section 23(b), this Agreement may be terminated as follows:

(i) by Purchaser, in the event a material breach of this Agreement has been committed by Seller and such breach has not been cured within thirty (30) days by Seller or waived in writing by Purchaser;

(ii) by Seller, in the event a material breach of this Agreement has been committed by Purchaser, and such breach has not been cured within thirty (30) days by Purchaser or waived in writing by Seller;

(iii) by Purchaser, if the satisfaction of any of the conditions to Purchaser's obligation to close the transactions contemplated hereby as set forth in Section 21 becomes impossible (other than through the failure of Purchaser to comply with its obligations under this Agreement), and Purchaser has not waived such condition in writing;

(iv) by Seller, if the satisfaction of any of the conditions to Seller's obligation to close the transactions contemplated hereby as set forth in Section 22 becomes impossible (other than through the failure of Seller to comply with its obligations under this Agreement), and Seller has not waived such condition in writing;

(v) by mutual written consent of Purchaser and Seller;

(vi) by Purchaser or Seller, if the Closing has not occurred on or before August 31, 2021, or such later date as the Parties may agree upon in writing, unless the terminating Party is in material breach of this Agreement; and

(vii) by Purchaser pursuant to Section 19(d).

(b) Effect of Termination; Return of Earnest Money. Each Party's right of termination under Section 23(a) is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If the Agreement is terminated pursuant to Section 23(a), all obligations of the Parties under this Agreement will terminate, except for obligations stated to survive such termination, and further provided that the obligations in this Section 23 will survive; *provided, however*, that if this Agreement is terminated by a Party because of the breach of the Agreement by the other Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the other Party's failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired. If this Agreement is terminated pursuant to any of subparagraphs (i), (iii), (v), (vi), or (vii) of Section 23(a), Seller shall return the Earnest Money to Purchaser within ten (10) days after the effective date of such termination.

24. Indemnification by Purchaser. After the Closing and subject to the terms and conditions of this Agreement, Purchaser shall indemnify Seller and hold Seller harmless from and against, and pay, any and all losses, damages, fines, penalties, costs, liabilities, and expenses whatsoever including, without limitation, all attorneys' fees, consulting fees, court costs, costs of defense, costs of investigations, expert

witness fees and costs incurred in acting to halt, mitigate, remedy or seek relief (each a “*Loss*” and collectively, “*Losses*”) to the extent arising from claims resulting from, or incident to:

(a) Any breach by Purchaser of any of its obligations or duties under this Agreement or any agreement executed in connection with this Agreement or the incorrectness of any representation or warranty made by Purchaser in this Agreement or any agreement or document executed in connection herewith; or

(b) The operation of the Business by Purchaser after the Effective Time, including, but not limited to, billing, clinical or professional practices.

25. Indemnification by Seller. After the Closing and subject to the terms and conditions of this Agreement, Seller shall indemnify Purchaser and its officers, directors, members, managers, employees, agents, advisors, representatives and affiliates (“*Purchaser Indemnitees*” or “*Purchaser Indemnified Parties*”) and hold Purchaser Indemnitees harmless from and against, and pay, any and all Losses arising from claims to the extent resulting from, or incident to:

(a) Any breach by Seller of any of its obligations or duties under this Agreement or any agreement executed in connection with this Agreement or the incorrectness of any representation or warranty made by Seller in this Agreement or any agreement or document executed in connection herewith (determined in each case without regard to any qualification with respect to materiality);

(b) The operation of the Business by Seller prior to the Effective Time including, but not limited to, Seller’s billing, clinical or professional practices; or

(c) Any Retained Liabilities, Excluded Contracts or Excluded Assets.

Seller agrees that it will not assert in any manner or in any forum a defense to the enforceability of this Agreement or its indemnification obligations hereunder based on its public status as a unit of local government. Purchaser’s right to recovery with respect to Seller’s indemnification obligations under this Agreement shall not be limited to the Restricted Fund Balance Account.

26. Method of Asserting Claims.

(a) Indemnification Procedures for Third Party Claims.

(i) In the event that any claim or demand for which a Party may be obligated to indemnify (“*Indemnitor*”) the other Party hereunder (an “*Indemnatee*”) is asserted by a third party (a “*Third Party Claim*”), Indemnatee shall provide written notice to Indemnitor of such Third Party Claim (a “*Claim Notice*,” which term applies to a written notice of a Third Party Claim or to written notice of a claim or demand not involving a third party). Indemnatee shall enclose with the Claim Notice a copy of all papers served with respect to such Third Party Claim and any other documents evidencing such Third Party Claim. Any failure to notify Indemnitor or deliver copies will not relieve Indemnitor from any obligation hereunder unless (and solely to the extent) Indemnitor is materially prejudiced by such failure.

(ii) Indemnitor will have fifteen (15) days from the date on which Indemnitor received the Claim Notice to notify Indemnatee that Indemnitor has elected to assume the defense or prosecution of such Third Party Claim and any litigation resulting therefrom with counsel of its choice, which counsel shall be reasonably satisfactory to Indemnatee, and at its sole cost and expense (a “*Third Party Defense*”); *provided, however*, that Indemnitor may assume the defense of the Third Party Claim only so long as: (A) Indemnitor is not a party to the proceeding or Indemnatee has determined in good faith that there would be no conflict of interest or other inappropriate matter associated with joint representation;

(B) the Third Party Defense does not involve, and is not likely to involve, a claim by any governmental authority or participation in a Government Program; (C) settlement of, or an adverse judgment with respect to, the Third Party Claim is not, in the good faith judgment of Indemnatee, likely to establish a precedential custom or practice adverse to the continuing business interests of Indemnatee or result in any injunction applicable to Indemnatee; (D) Indemnitor conducts the Third Party Defense actively and diligently; and (E) Indemnitor keeps Indemnatee apprised of all developments, including settlement offers, with respect to the Third Party Claim and permits Indemnatee to participate, at its sole cost and expense, in the defense of the Third Party Claim. The Parties will act in good faith in responding to, defending against, settling or otherwise dealing with such claims, and cooperate in any such defense and give each other reasonable access to and copies of all information, records and documents, relevant thereto. So long as Indemnitor has assumed the defense of the Third Party Claim in accordance with the requirements set forth in this subsection (including the conduct of the Third Party Defense actively and diligently), (x) Indemnitor will not be responsible for any attorneys' fees incurred by Indemnatee regarding the Third Party Claim (other than attorneys' fees incurred prior to Indemnitor's assumption of the defense of the Third Party Claim), and (y) Indemnitor will not consent to entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the other Party, which consent will not be withheld, delayed or conditioned unreasonably.

(iii) If any condition in Section 26(a)(ii) is or becomes unsatisfied, (A) Indemnatee may defend against the Third Party Claim in any manner it may deem appropriate, (B) Indemnitor will reimburse Indemnatee promptly and periodically for the costs of defending the Third Party Claim, including reasonably attorneys' fees and expenses, and (C) Indemnitor will remain responsible for any Losses Indemnatee may incur relating to or arising out of the Third Party Claim to the fullest extent provided in this Agreement.

(b) Indemnification Procedures for Non-Third Party Claims. Indemnatee will provide written notice to Indemnitor following its discovery of any matter for which Indemnitor may be liable hereunder that does not involve a Third Party Claim (a "*Non-Third Party Claim*"), which notice shall (i) state that Indemnatee has paid or properly accrued Losses or anticipates that it will incur Liability for Losses for which Indemnatee is entitled to indemnification pursuant hereto, and (ii) specify in reasonable detail each individual item of Loss included in the amount so stated, the basis for any anticipated liability and the representation, warranty, covenant or agreement contained herein to which each such item is related and the computation of the amount to which such Indemnatee claims to be entitled hereunder. If Indemnitor does not object in writing to its obligation to indemnify Indemnatee with respect to such Losses within thirty (30) days after its receipt of the notice, Indemnitor will be deemed to have accepted responsibility for such claim. In the event Indemnatee receives a notice of objection to the Non-Third Party Claim within such thirty (30)-day period, Indemnitor and Indemnatee shall, within the twenty (20) day period beginning on the date of the receipt by Indemnatee of such written objection (the "*Negotiation Period*"), attempt in good faith to agree upon the rights of the respective parties with respect to each of such Non-Third Party Claims to which Indemnitor shall have so objected. If Indemnatee and Indemnitor shall succeed in reaching an agreement on their respective rights with respect to any of such Non-Third Party Claims, Indemnatee and Indemnitor shall promptly prepare and sign a memorandum setting forth such agreement. If Indemnitor and Indemnatee are unable to reach an agreement on the rights of the respective parties with respect to such Non-Third Party Claims within the Negotiation Period, then Indemnatee will be free to pursue such remedies as may be available to it hereunder, including legal proceedings.

27. Survival of Representations and Warranties. All representations, warranties, covenants and agreements contained in this Agreement or any other transaction document will survive the Closing. The representations and warranties made by Seller, on the one hand, and by Purchaser, on the other hand, under this Agreement shall survive until the date that is twenty-four (24) months after the Closing Date, except that the representations and warranties set forth in Sections 19(a) (Organization and Good Standing), 19(b) (Authority), 19(e) (Assets), 19(f) (Healthcare Permits, Government Programs and Private Programs),

19(h) (Health Care Compliance), and 19(i) (Compliance with Laws) (collectively, the “*Special Representations and Warranties*”) shall survive the Closing until the expiration of the applicable statute of limitations.

28. Access. Between the Execution Date and the Closing Date, and upon reasonable advance notice received from Purchaser, Seller shall afford Purchaser and its agents reasonable access to the Business, including its employees, books and records, and facilities to facilitate the transition of the Business operations from Seller to Purchaser. Purchaser shall not unreasonably interfere with the operations of the Business. In the event of the termination of this Agreement, all of Seller’s information shall remain confidential and not be used by Purchaser, its members, officers, directors, employees or agents, and all copies thereof shall be returned to Seller. The foregoing shall not prohibit use of such information (a) to the extent Purchaser, upon the advice of counsel, believes that furnishing or use of such information is required by any order, law, regulatory process or proceeding, (b) as is necessary to prepare filings with governmental bodies, (c) that is received by Purchaser (or its representatives) from a third party; provided, that such information was not known by Purchaser to be the subject of any contractual obligation of confidentiality to, or for the benefit of, the Business, (d) that was or is independently developed by Purchaser (or its representatives) without any use of or reference to the confidential information of Seller, or (d) as may be required to bring, prosecute, respond to or otherwise handle any proceeding relating to this Agreement or the transactions contemplated hereby.

29. License. Should Seller receive notice or become aware any adverse actions or deficiencies in the maintenance of Seller’s licenses, Seller’s Provider Numbers and Agreements, or any other permits or certifications necessary to operate the Business, Seller shall provide Purchaser with written notice within five (5) days following its receipt of such notices. Notwithstanding the foregoing, Purchaser shall be solely responsible for the operation by Purchaser of the Business on or after the Closing Date and any liabilities of Purchaser or the Business which arise out of Purchaser’s operation of the Business on or after the Closing Date.

30. Miscellaneous Provisions.

(a) Notices; Demands; Requests. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given on the earliest of the date when (i) delivered by hand (with written confirmation of receipt), (ii) received by the addressee, if sent by certified mail, return receipt requested, or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service, in each case to the appropriate addresses set forth below (or to such other addresses as a Party may designate by notice to the other Party):

As to Seller: Dare County
Attn: Robert L. Outten, County Manager
954 Marshall C. Collins Drive
Manteo, North Carolina 27954

As to Purchaser: Adoration Home Health Care Virginia, LLC
805 N. Whittington Parkway
Louisville, Kentucky 40222
Attn: Steven S. Reed, Secretary

Any such addresses may be changed at any time upon written notice of such change sent by the means stated above, to the other Party by the Party effecting the change.

(b) Severability. If any one or more of the agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants,

agreements, and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement, and this Agreement shall continue in force to the fullest effect permitted by law.

(c) State Law Controlling. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without giving any effect to any choice or conflict of law principles of any jurisdiction.

(d) Successors; Assignment; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors, and permitted assigns of the Parties. Neither Party may assign this Agreement without the prior written consent of the other; provided, that Purchaser may assign this Agreement in whole or part to an affiliate without Seller's consent so long as Purchaser remains liable for its obligations hereunder. This Agreement does not confer any rights or remedies upon any person (including any employee of Seller) other than the Parties and their respective successors and permitted assigns and as expressly set forth in this Agreement, any person entitled to indemnity hereunder.

(e) Entire Agreement. This Agreement and the transaction documents constitute the entire agreement between the Parties with respect to the subject matter of such documents and supersede all prior agreements (whether written or oral and whether express or implied) between the Parties to the extent related to such subject matter (including the letter of intent). This Agreement may not be changed, modified, or amended, except by an instrument in writing signed by the Party against whom such change, modification, or amendment is asserted.

(f) Interpretation. The headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement. Any reference in this Agreement to any Section refers to the corresponding Section of this Agreement. Any reference in this Agreement to any Schedule or Exhibit refers to the corresponding Schedule or Exhibit attached to this Agreement and all such Schedules and Exhibits are incorporated herein by reference. The word "including" in this Agreement means "including without limitation." Unless the context requires otherwise, any reference to any law will be deemed also to refer to all amendments and successor provisions thereto and all rules and regulations promulgated thereunder, in each case as in effect as of the applicable date. The word "or" in this Agreement is disjunctive but not necessarily exclusive. In interpreting and enforcing this Agreement, each representation and warranty will be given independent significance of fact and will not be deemed superseded or modified by any other such representation or warranty. As used herein, "**Business Day**" means any day that is not a Saturday, Sunday or any other day on which banks are required or authorized by Law to be closed in Raleigh, North Carolina.

(g) Execution of Agreement; Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.

(h) Specific Performance. The Parties acknowledges that the other Party would be damaged irreparably in the event that any of the provisions of this Agreement were not performed by them in accordance with the terms hereof or were otherwise breached and that each Party shall be entitled to an injunction or injunctive relief to prevent breaches or threatened breaches of the provisions of this Agreement and to enforce specifically the provisions of this Agreement (without any requirement to post any bond or other security in connection with seeking such relief), in addition to any other remedy at law or in equity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized officers of the Parties hereof have executed this Agreement UNDER SEAL as of the Execution Date.

SELLER:

THE COUNTY OF DARE, a body corporate and politic authorized by the laws of North Carolina (SEAL)

By: _____

Name: Robert L. Woodard, Sr.

Title: Chairman

ATTESTED TO:

Cheryl C. Anby

Clerk to the Board of County Commissioners

PURCHASER:

ADORATION HOME HEALTH CARE VIRGINIA, LLC, a Delaware limited liability company (SEAL)

By: _____

Name: Rexanne A. Domico

Title: President

EXHIBIT A

RESTRICTED FUND AGREEMENT

See attached.

List of Exhibits and Schedules¹

Exhibits

- Exhibit A - Restricted Fund Agreement
- Exhibit B - Assignment and Assumption Agreement
- Exhibit C - Bill of Sale and Assignment
- Exhibit D - Lease Agreement

Schedules

- Schedule 1A - Excluded Assets
- Schedule 2(b) - Indigent Care Commitment
- Schedule 7(c) - Retention Bonuses
- Schedule 8 - Assumed Contracts
- Schedule 15(a) - Employee List and Information
- Schedule 15(b) - Independent Contractors
- Schedule 19(c) - Notices and Consents
- Schedule 19(e) - Material Contracts
- Schedule 19(h) - Healthcare Compliance
- Schedule 19(i) - Healthcare Licenses

¹ The content of all Exhibits and Schedules remains subject to further review and comment by Seller and Purchaser.

(b) on the third (3rd) anniversary of the Closing Date (the “*Second Payment Date*”), Seller shall be permitted to withdraw an amount equal to the amount of any remaining Account Funds held in the Account on the Second Payment Date, less an amount equal to the amount of any unresolved Purchaser’s Claims pending on the Second Payment Date; and

(c) following the Second Payment Date, Seller shall be permitted to withdraw any Account Funds remaining in the Account at such time as all pending and unresolved Purchaser’s Claims have been finally resolved.

4. **Claims Procedure.** In the event that Purchaser has a claim against the Account (a “*Purchaser’s Claim*”), Purchaser shall provide written notice to Seller as set forth in the Asset Purchase Agreement. Purchaser and Seller shall resolve any such Purchaser’s Claim as set forth in the Asset Purchase Agreement. If the Purchaser’s Claim is fully resolved and an amount is due to Purchaser, Seller shall promptly distribute such amount from the Account to Purchaser (a “*Paid Claim*”). In the event that the parties cannot agree upon the amount of such claim within the applicable period set forth in the Asset Purchase Agreement, then Purchaser may pursue such remedies as may be available to it hereunder, including legal proceedings, and the amount of such claim shall be treated as a pending Purchaser’s Claim until finally resolved. Purchaser’s right to recovery with respect to Seller’s indemnification obligations under the Asset Purchase Agreement shall not be limited to the Account Funds.

5. **Miscellaneous Provisions.**

(a) **Notices; Demands; Requests.** All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given on the earliest of the date when (i) delivered by hand (with written confirmation of receipt); (ii) received by the addressee, if sent by certified mail, return receipt requested; or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service, in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other party):

As to Seller: Dare County
Attn: Robert Outten, County Manager
954 Marshall C. Collins Drive
Manteo, North Carolina 27954

As to Purchaser: Adoration Home Health Care Virginia, LLC
805 N. Whittington Parkway
Louisville, Kentucky 40222
Attn: Steven S. Reed, Secretary

Any such addresses may be changed at any time upon written notice of such change sent by the means stated above, to the other party by the party effecting the change.

RESTRICTED FUND AGREEMENT

THIS RESTRICTED FUND AGREEMENT (this “*Agreement*”) is effective August 1, 2021, by and between **DARE COUNTY**, a North Carolina political subdivision (“*Seller*”), and **ADORATION HOME HEALTH CARE VIRGINIA, LLC**, a Delaware limited liability company (“*Purchaser*”)

A. Seller and Purchaser have entered into that certain Asset Purchase Agreement dated June __, 2021 (the “*Asset Purchase Agreement*”), pursuant to which Purchaser is acquiring certain assets of Seller, as described within the Asset Purchase Agreement;

B. Pursuant to Section 7(b) of the Asset Purchase Agreement, Two Hundred Ninety Thousand Dollars (\$290,000.00) of the Purchase Price is to be placed in a Restricted Fund Balance Account (the “*Account*”) pursuant to this Agreement; and

C. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

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

1. Establishment of the Account. Seller has established a restricted fund within its main operating account for the purpose of serving as the Account. The Account is being established in order to secure indemnification obligations of Seller pursuant to the Asset Purchase Agreement. Simultaneously with the Closing, and in accordance with the terms of the Asset Purchase Agreement, Seller shall ensure that immediately available funds in the amount of Two Hundred Ninety Thousand Dollars (\$290,000.00) (the “*Account Funds*”) are in the Account, to be held pursuant to the terms of this Agreement. The Account shall consist only of the amounts placed in the Account pursuant to this Agreement (and any interest accrued thereon) and shall not be comingled with any other accounts of Seller and shall only be drawn upon in accordance with the terms of this Agreement.

2. Ownership of the Account. Seller shall at all times be the owner of the Account, subject to the contractual rights and obligations as described herein and in the Asset Purchase Agreement. Any interest income on the Account Funds shall be the property of Seller and shall not become part of the Account Funds and may be disbursed to Seller at Seller’s direction.

3. Disbursement. Seller shall be permitted to withdraw Account Funds from the Account as follows:

(a) Eighteen (18) months following of the Closing Date (the “*Initial Payment Date*”), Seller shall be permitted to withdraw an amount equal to One Hundred Forty-Five Thousand Dollars (\$145,000.00), less an amount equal to the sum of (i) the amount of any unresolved Purchaser’s Claims (as defined in Section 4) pending on the Initial Payment Date plus (ii) the amount of any Paid Claims (as defined in Section 4) as of the Initial Payment Date;

IN WITNESS WHEREOF, the duly authorized officers of the parties hereof have executed this Agreement as of the date first written above.

SELLER:

DARE COUNTY, a North Carolina political subdivision

By: _____

Name: Robert Outten

Title: County Manager

PURCHASER:

ADORATION HOME HEALTH CARE VIRGINIA, LLC, a Delaware limited liability company (SEAL)

By: _____

Name: Rexanne A. Domico

Title: President

(b) Severability. If any one or more of the agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements, and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement, and this Agreement shall continue in force to the fullest effect permitted by law.

(c) State Law Controlling. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina.

(d) Venue. The parties agree that any litigation necessary to resolve a dispute arising under this Agreement shall be brought in the General Court of Justice in the County of Dare and the State of North Carolina.

(e) Successors; Assignment. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors, and permitted assigns of the parties. Neither party may assign this Agreement without the prior written consent of the other; provided, that Purchaser may assign this Agreement in whole or part to an affiliate without Seller's consent so long as Purchaser remains liable for its obligations hereunder.

(f) Entire Agreement. This Agreement, together with the Asset Purchase Agreement, constitutes the entire agreement between the parties with respect to the subject matter and may not be changed, modified, or amended, except by an instrument in writing signed by the party against whom such change, modification, or amendment is asserted.

(g) Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(h) Execution of Agreement; Counterparts. This Agreement may be executed in one or more counterparts (including, without limitation, by electronic or facsimile signatures and transmission), each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is effective as of the 1st day of August, 2021, by and between **DARE COUNTY**, a North Carolina political subdivision ("Assignor"), and **ADORATION HOME HEALTH CARE VIRGINIA, LLC**, a Delaware limited liability company ("Assignee").

Recitals:

A. Contemporaneously with the execution of this Assignment, Assignee has purchased the assets related to Assignor's home health and hospice agency, which operates within the geographic boundaries of Dare County, North Carolina, pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee, dated June __, 2021, as amended (the "Asset Purchase Agreement");

B. Section 8 of the Asset Purchase Agreement requires that Assignor shall assign, and that Assignee shall assume, all of Assignor's obligations pursuant to the contracts listed on Schedule 8 of the Asset Purchase Agreement;

C. Attached hereto as Exhibit A is a listing of the contracts subject to and a part of this Assignment (collectively, the "Assigned Contracts");

D. Assignor desires to transfer and assign to Assignee all of Assignor's right, title, and interest in and under the Assigned Contracts, and Assignee accepts such assignment as herein stated; and

E. All capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual premises, agreements, and mutual covenants set forth herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Assignment and Assumption of Assigned Contracts. Assignor hereby assigns to Assignee all of its right, title, and interest in, to, and under the Assigned Contracts, and Assignee hereby accepts and assumes all obligations of Assignor arising under the Assigned Contracts on or after the Effective Time, but specifically excluding all obligations or liabilities arising from any default, breach or violation of any such Assigned Contract occurring prior to the Effective Time, whether occurring as a result of the transactions contemplated by the Asset Purchase Agreement or otherwise. Notwithstanding the foregoing, if the assignment attempted to be made hereunder of any Assigned Contract would be ineffective as between Assignor and Assignee without the consent of a third party, or would constitute a cause for terminating or invalidating such Assigned Contract, then such Assigned Contract (hereinafter, a "Non-Assignable Contract") is excluded from this Assignment, and at the election of Assignee, the parties shall, for a reasonable period not to exceed six (6) months, use commercially reasonable efforts (which efforts shall not include payment of any consideration by Assignor unless required by the terms of such Non-Assignable

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

See attached.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereof have executed this Assignment as of the date first written above.

ASSIGNOR:

DARE COUNTY, a North Carolina political subdivision

By: _____

Name: Robert Outten

Title: County Manager

ASSIGNEE:

ADORATION HOME HEALTH CARE VIRGINIA, LLC, a Delaware limited liability company

By: _____

Name: Rexanne A. Domico

Title: President

Contract) and cooperate with each other to (a) obtain the consent of the third parties required under any Non-Assignable Contract, (b) make the benefit of such Non-Assignable Contract available to the Assignee so long as the Assignee fully cooperates with the Assignor and promptly reimburses the Assignor for any payments made or expenses incurred by the Assignor in connection therewith and (c) enforce, at the request of the Assignee and at the sole expense and for the account of the Assignee, any right of the Assignor arising from such Non-Assignable Contract against the other party or parties thereto (including the right to elect or terminate any such Non-Assignable Contract in accordance with the terms thereof). With respect to any such Non-Assignable Contract as to which the necessary approval or consent for the assignment or transfer to the Assignee is obtained following the Closing, the Assignor shall transfer, or cause to be transferred, such Non-Assignable Contract to the Assignee by execution and delivery of an instrument of conveyance reasonably satisfactory to the Assignee within five (5) business days following receipt of such approval or consent. For clarity, after the Effective Time, Assignee shall be responsible for all obligations and liabilities arising under those Non-Assignable Contracts that constitute Assets, for which consent to assign such Non-Assignable Contracts was not obtained and Assignee has made an election under this Section 1 and receives thereto the rights or benefits of such Non-Assignable Contracts following the Effective Time.

2. **Further Assurances.** Assignor shall execute, acknowledge, and deliver all such instruments or assurances as may be reasonably requested by Assignee from time to time for the purpose of confirming the assignment of the Assigned Contracts, and Assignee shall execute, acknowledge, and deliver all such instruments or assurances as may be reasonably requested by Assignor from time to time for the purpose of confirming the assumption by Assignee of the Assigned Contracts, subject to the limitations set forth in this Assignment and in the Asset Purchase Agreement.

3. **Successors and Assigns.** This Assignment shall be binding upon, and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns, except that none of the parties shall have the right to assign any of its obligations hereunder without the prior written consent of the other party hereto; provided, that Assignee may assign this Agreement in whole or part to an affiliate without Assignor's consent so long as Assignee remains liable for its obligations hereunder.

4. **Section Headings.** The section headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

5. **Governing Law.** This Assignment shall be governed by and construed and enforced in accordance with the substantive laws of the State of North Carolina.

6. **Counterparts.** This Assignment may be executed in counterparts (including, without limitation, by electronic or facsimile signatures and transmission), each of which is an original and all of which taken together shall constitute a single instrument.

7. **Conflicting Terms.** Notwithstanding anything herein to the contrary, the provisions of this Assignment shall be subject to the provisions of the Asset Purchase Agreement, and if to the extent they are inconsistent, the provisions of the Asset Purchase Agreement shall be controlling.

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

See attached.

EXHIBIT A

ASSIGNED CONTRACTS

To be determined by Purchaser.

and if to the extent they are inconsistent, the provisions of the Asset Purchase Agreement shall be controlling.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered as of the date first written above.

SELLER:

DARE COUNTY, a North Carolina political subdivision

By: _____
Name: Robert Outten
Title: County Manager

PURCHASER:

ADORATION HOME HEALTH CARE VIRGINIA, LLC, a Delaware limited liability company

By: _____
Name: Rexanne A. Domico
Title: President

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "*Bill of Sale*") is made effective as of 12:01 a.m. on the 1st day of August, 2021 (the "*Effective Time*") by DARE COUNTY, a North Carolina political subdivision ("*Seller*") in favor of ADORATION HOME HEALTH CARE VIRGINIA, LLC, a Delaware limited liability company ("*Purchaser*").

RECITALS:

A. Seller and Purchaser are parties to that certain Asset Purchase Agreement dated June __, 2021, as amended (the "*Asset Purchase Agreement*"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, Seller has agreed to assign, transfer, sell and convey to Purchaser, and Purchaser has agreed to purchase, accept and assume from Seller, all of Seller's rights, title, interests and obligations to and under the Assets.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **Transfer and Conveyance.** On the terms and subject to the conditions, representations, warranties, covenants and indemnities contained in the Asset Purchase Agreement, Seller hereby sells, conveys, assigns, transfers, and delivers to Purchaser, free and clear of all Encumbrances, and Purchaser hereby accepts and assumes from Seller, all legal, beneficial and other rights, title, benefits, privileges, and interests in and to the Assets.

2. **Seller Liabilities.** Seller shall remain liable and shall discharge all liabilities and obligations arising prior to the Effective Time under or in connection with the Assets. Notwithstanding anything contained herein or in the Asset Purchase Agreement to the contrary, the Excluded Assets (and all liabilities and obligations thereunder, including the Retained Liabilities) are not subject to this Bill of Sale and shall be retained by Seller following the Effective Time.

3. **Binding Effect.** This instrument shall inure to the benefit of Purchaser and its successors and assigns and shall be binding upon Seller and its successors and assigns.

4. **Counterparts.** This Bill of Sale may be executed in two or more counterparts (including, without limitation, by electronic or facsimile signatures and transmission), each of which shall be deemed an original and all of which when taken together shall constitute a single instrument.

5. **Governing Law.** This Bill of Sale shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of law principles.

6. **Conflicting Terms.** Notwithstanding anything herein to the contrary, the provisions of this Bill of Sale shall be subject to the provisions of the Asset Purchase Agreement,

EXHIBIT D

LEASE AGREEMENT

See attached.

STATE OF NORTH CAROLINA

LEASE AGREEMENT

DARE COUNTY

THIS LEASE AGREEMENT (this "Lease") is entered into as of August 1, 2021 (the "Commencement Date"), by and between **DARE COUNTY**, a North Carolina political subdivision ("Landlord"), and **ADORATION HOME HEALTH CARE VIRGINIA, LLC**, a Delaware limited liability company ("Tenant").

RECITALS:

Contemporaneously with the execution of this Lease, Tenant has purchased certain assets of Landlord's home health and hospice agency, which operates within the geographic boundaries of Dare County, North Carolina, pursuant to that certain Asset Purchase Agreement by and between Landlord and Tenant, dated June __, 2021 (the "Asset Purchase Agreement"); and

Landlord owns the Leased Premises (as defined below), and Tenant desires to lease the Leased Premises in order to operate the administrative office of its home health and hospice agency (the "Office"). Landlord desires to lease the Leased Premises to Tenant pursuant to the terms and conditions of this Lease.

AGREEMENT

1. Lease of Premises. Landlord, in consideration of the covenants and agreements to be performed by Tenant, and upon the terms and conditions hereinafter stated, does hereby rent and lease unto Tenant certain partially furnished premises comprised of approximately 2,626 square feet of furnished space, as depicted on the floor plan attached hereto as Exhibit A (the "Home Health and Hospice Space"), located within the building at 109 Exeter Street, Manteo, North Carolina 27954 (the "Building"), along with the improvements thereon and all rights, easements, and appurtenances belonging thereto, including (i) a non-exclusive right of use, in common with others, of all common areas within the Building, the parking areas, driveways, and means of ingress and egress regarding the Building and (ii) the right to install IT data infrastructure in the Building (collectively, the "Leased Premises").

2. Term; Termination.

Term. The term of this Lease shall commence on the Commencement Date and end on the first anniversary of the Commencement Date, unless sooner terminated in accordance with the terms of this Lease (the "Term").

Termination. This Lease may be terminated at any time during the Term, (i) by the mutual written consent of Landlord and Tenant, or (ii) by Tenant at any time upon at least thirty (30) days prior written notice to Landlord; provided, however, Tenant may not exercise this option until after such time as the Tie-In Notices (as defined in the Asset Purchase Agreement) is issued, or (iii) by Tenant in accordance with Section 11, or (iv) by Landlord in accordance with Subsection 10(b).

3. **Rent.** As consideration for the use of the Leased Premises, Tenant agrees to pay an amount equal to Two Thousand Six Hundred Twenty-Six Dollars (\$2,626.00) per month (the "Rent"), which Rent shall be due and payable on or before the fifth (5th) day of each calendar month during the Term.

4. **Taxes.** Tenant shall be solely responsible for the payment of any taxes, fees, and assessments imposed or assessed upon Tenant's income, business operations, equipment, fixtures, and other personal property or assets. Landlord shall, at its sole cost and expense, pay prior to delinquency all applicable real estate taxes, fees and assessments assessed by any lawful authority against all of the real estate, improvements and fixtures which is now or hereafter becomes a part of the Leased Premises.

5. **Possession and Use of the Leased Premises.** Tenant shall be entitled to possession of the Leased Premises on the Commencement Date and shall yield possession back to Landlord at the time and date of the expiration or termination of this Lease. Tenant agrees during the Term of this Lease to use the Leased Premises solely for purposes of operating the Office. Tenant's use and occupancy of the Leased Premises shall at all times comply with applicable laws, ordinances, rules, and regulations of governmental authorities.

6. **Alterations.** Tenant shall make no alterations, additions, or improvements (collectively, "Alterations") to the Leased Premises without the prior written consent of Landlord, not to be unreasonably withheld, conditioned or delayed; provided, however, that Tenant shall not require Landlord's prior written consent to the extent such Alterations do not affect any structural components and elements or electrical, plumbing or mechanical systems of the Leased Premises. All Alterations made by, for, or at the direction of Tenant shall, when made become the property of Landlord and shall remain upon and be surrendered with the Leased Premises at the expiration or termination of this Lease. Notwithstanding anything contained herein to the contrary, Tenant is permitted to install IT data infrastructure provided the IT data infrastructure is reasonably consistent with the operation of the Office and does not materially negatively affect the structure of the Leased Premises, and Tenant shall have the right, but not the obligation, to remove same at the expiration or earlier termination of the Term. All Contact Numbers (as defined in the Asset Purchase Agreement) will be available to Tenant for its exclusive use throughout the Term of this Lease at no additional cost or expense to Tenant.

7. **Utilities, Janitorial Expenses.** Landlord shall be responsible for the payment of all utilities at the Leased Premises and the provision and/or payment of all janitorial services and supplies provided to the Leased Premises.

8. **Care and Maintenance of the Leased Premises.** Landlord shall, at Landlord's sole cost and without reimbursement, keep the roof, structural parts of the floor, walls, and other structural parts of the Leased Premises, and the Home Health and Hospice Space in good repair. Landlord shall, at Landlord's sole cost and without reimbursement, maintain and make necessary repairs to the sanitary sewer system, plumbing, water pipes, and electrical wiring as well as the heating, ventilating, and air conditioning equipment. Tenant shall not knowingly permit or allow the Leased Premises to be damaged or depreciated in value by any act or negligence of Tenant, its agents, employees, invitees, or guests. The Tenant shall keep and maintain the Leased Premises, including, without limitation, all furnishings, in neat, orderly, safe, and clean condition all times

during the Term of this Lease, and shall, subject to the performance by Landlord of its obligations in this Section 8, return the same to Landlord at any termination hereof in substantially the same condition as the Leased Premises were at the commencement of the Term hereof, except for loss, damage or depreciation caused by reasonable wear and tear and damage by accidental fire or other casualty. Tenant shall keep the Leased Premises, including, without limitation, all entryways, sidewalks, and delivery areas utilized to access the Home Health and Hospice Space clear and free from rubbish, accumulation of dirt, snow, standing water, and ice.

9. Insurance. Landlord shall maintain in effect at all times during the Term fire and extended coverage insurance insuring the Leased Premises. Landlord shall have no obligation to insure any property or equipment of Tenant and Tenant shall procure and maintain at its expense throughout the Term a policy or policies of commercial property insurance providing such coverages and limits as are maintained for comparable property and equipment used in Tenant's other operations (excluding, for the avoidance of doubt, any furnishing or personal property included in the Leased Premises). Tenant also shall procure and maintain at its expense throughout the Term a policy or policies of commercial general liability insurance, insuring Tenant against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the condition, use, or occupancy of the Leased Premises, or arising out of the activities of Tenant, its agents, contractors, employees, or guests in the Leased Premises. Tenant agrees to list Landlord as an additional insured under its commercial general liability policy. Landlord and Tenant each shall have included in all policies of property insurance respectively obtained by them a waiver by the insurer of all rights of subrogation against the other in connection with any loss or damage thereby insured against. To the full extent permitted by law, each of Landlord and Tenant waives all right of recovery against the other for, and agrees to release the other from liability for, loss or damage to the extent that such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage, and the proceeds of such insurance are actually collected.

10. Tenant's Default.

(a) The following events shall be deemed to be events of default by Tenant under this Lease: (i) Tenant shall fail to pay any installment of Rent or any other charge or assessment against Tenant pursuant to the terms hereof within ten (10) days after the due date thereof; (ii) Tenant shall fail to comply with any term, provision, covenant, or warranty made under this Lease by Tenant other than the payment of the Rent or any other charge or assessment payable by Tenant, and does not cure such failure within a reasonable time not to exceed thirty (30) days after written notice thereof to Tenant; (iii) Tenant shall file a petition under any Section or Chapter of the federal Bankruptcy Code, as amended, or under similar law or statute of the United States or any state thereof, or there shall be filed against Tenant a petition of bankruptcy or insolvency or a similar proceeding, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant; or (iv) Tenant shall do or permit to be done anything which creates a lien upon the Leased Premises that is not released or bonded off within thirty (30) days after Tenant receives notice thereof.

(b) In the event of the occurrence of an Event of Default as defined in Subsection 10(a), above, Landlord shall provide written notice to Tenant, and Tenant shall have thirty (30) days in which to cure the default; provided, however, in the event of default by non-

payment, Tenant shall cure such default within ten (10) days of Landlord's notice of same. Upon Tenant's failure to cure, Landlord shall have the right, in its sole discretion, to pursue any remedy at law or in equity, including but not limited to one or more of the following: (i) terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord; and/or (ii) terminate Tenant's right of possession without terminating this Lease, and retake and relet the Leased Premises.

11. Landlord's Default. If Landlord fails to perform any of Landlord's obligations under this Lease, Tenant gives Landlord written notice setting forth in reasonable detail the nature of the default, and such default continues for either (a) three (3) business days after the giving of the notice in the case of a default that materially negatively affects Tenant's use and enjoyment of the Leased Premises, or (b) thirty (30) days after the giving of the notice in all other cases, Tenant, without thereby waiving the default, and in addition to any other right or remedy of Tenant, shall have the right (but shall not be obligated) to terminate this Lease upon providing written notice to Landlord. Landlord acknowledges and agrees that Tenant's use and enjoyment of the Leased Premises shall be materially negatively affected if any of the utilities are disconnected or service is interrupted for more than forty-eight (48) hours, including, without limitation, a disconnection or interruption in air conditioning or heat to the Leased Premises.

12. Force Majeure. The duties and obligations of Landlord shall be suspended to the extent that such performance becomes impracticable as a result of Force Majeure. For purposes herein, "Force Majeure" shall be defined as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of Landlord, including without limitation: acts of God or of a public enemy, wars, riots, fires, floods, explosions, epidemics, boycotts, blackouts, strikes, labor disputes, and equipment breakdowns.

13. Quiet Enjoyment. Landlord warrants that it has full right and authority to enter into this Lease and perform its obligations hereunder, and Landlord covenants that during the Term of this Lease Landlord shall not cause or suffer anything to be done which will impair Tenant's leasehold interest and rights hereunder. Landlord shall defend Tenant in the enjoyment and peaceful possession of the Leased Premises during the Term.

14. Destruction. If all or any part of the Home Health and Hospice Space is damaged by fire or other casualty, Tenant shall immediately notify Landlord in writing. During any period of time that all or a material portion of the Leased Premises is rendered untenable as a result of a fire or other casualty that is not caused by the negligent or willful act or omission of Tenant, the Rent payable by Tenant under this Lease, shall abate for the portion of the Leased Premises that is untenable and not used by Tenant. Tenant shall have the right to terminate this Lease if the Leased Premises have been materially damaged. Tenant may exercise its right to terminate this Lease by notifying Landlord in writing thirty (30) days after the date of the casualty. If Tenant does not terminate this Lease, Landlord shall commence and proceed with reasonable diligence to repair and restore the Leased Premises.

15. Hazardous Materials. Tenant shall not bring onto the Leased Premises any Hazardous Materials (as defined below) except in compliance with all requirements of any constituted public authority and all federal, state, and local codes, statutes, ordinances, rules and regulations, and laws, whether now in force or hereafter adopted relating to Tenant's use of the

Leased Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"). Tenant covenants that it shall refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Leased Premises and Tenant shall remove all Hazardous Materials from the Leased Premises which were placed or stored there by Tenant, upon the expiration or earlier termination of this Lease, in compliance with all applicable laws.

16. Landlord's Right of Entry. Landlord and its agents, employees, and independent contractors shall have the right to enter the Leased Premises at reasonable hours to inspect and examine same, and to make repairs, additions, alterations, and improvements; provided, however, that Landlord shall, except in case of emergency, afford Tenant such prior written notification of an entry into the Leased Premises as shall be reasonably practicable under the circumstances, and, to the extent possible, undertake not to disrupt Tenant's business on the Leased Premises during normal business hours. Notwithstanding anything to the contrary in this Lease, Landlord acknowledges that the information, records and data maintained within the Leased Premises are confidential. Accordingly, to the extent that Landlord or its employees and agents, through entry to the Leased Premises or otherwise, will need to gain access to such information, records or data, Landlord and its employees and agents shall execute a Business Associate Agreement with Tenant in a form meeting the requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91) and the regulations issued in connection therewith (collectively, "HIPAA") in advance of obtaining such access and shall maintain the confidentiality of same in accordance with applicable law, including HIPAA.

17. Surrender of Premises. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Leased Premises, broom clean in substantially the same condition as it received it on the Commencement Date, reasonable wear and tear, and repairs and maintenance required to be made by Landlord under this Lease only excepted, and Tenant shall remove all of its equipment, belongings, and fixtures from the Leased Premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

18. Signs. Tenant shall have the right to install signage on or about the Leased Premises and the Building as determined and approved by Landlord, which shall not be unreasonably withheld, conditioned or delayed, so long as the signage complies with all applicable local codes and ordinances.

19. Notices. All notices under this Lease must be in writing and will be deemed to have been duly given on the earliest of the date when (i) delivered by hand (with written confirmation of receipt), (ii) received by the addressee, if sent by certified mail, return receipt requested, or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service, in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other party):

As to Landlord: Dare County
Attn: Robert Outten, County Manager
954 Marshall C. Collins Drive
Manteo, NC 27954

As to Tenant: Adoration Home Health Care Virginia, LLC
C/o BrightSpring Property Management
805 N. Whittington Parkway
Louisville, Kentucky 40222

With a copy to (which
shall not constitute notice to):

BrightSpring Health Services
805 N. Whittington Parkway
Louisville, Kentucky 40222
Attn: Steven S. Reed, Senior Legal Officer

Any such addresses may be changed at any time upon written notice of such change sent by the means stated above, to the other party by the party effecting the change.

20. Assignment; Subletting. Tenant shall not, without the prior consent of Landlord, which consent may be withheld in Landlord's sole discretion, assign this Lease or any interest herein in whole or in part, or sublet all or any portion of the Leased Premises, or mortgage, pledge, encumber or hypothecate any portion of the Leased Premises; provided, that Purchaser may assign this Agreement in whole or part to an affiliate without Seller's consent so long as Purchaser remains liable for its obligations hereunder.

21. Miscellaneous. This Lease contains the entire agreement of the parties and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

22. Governing Law. This Lease shall be governed by the laws of the State of North Carolina.

23. Relationship. This Lease does not constitute an agreement of partnership or joint venture and does not create a relationship of principal and agent. Neither party shall have the authority to act as agent of the other for any purpose. The parties are, and shall remain, independent actors responsible for all their respective obligations and responsibilities.

24. Waiver. No waiver of any of the provisions of this Lease or of any breach or violation of any provision of this Lease shall be valid unless in writing and signed by the party against whom such waiver is asserted. The waiver by any party of a breach or violation of any provision of this Lease shall not operate or be construed to be a waiver of any subsequent breach hereof.

25. **Execution of Agreement; Counterparts.** This Lease may be executed in one or more counterparts (including, without limitation, by electronic or facsimile signatures and transmission), each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized officers of Landlord and Tenant have executed this Lease under seal as of the Commencement Date.

LANDLORD:

DARE COUNTY, a North Carolina political subdivision

By: _____
Name: Robert Outten
Title: County Manager

TENANT:

ADORATION HOME HEALTH CARE VIRGINIA, LLC, a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT A

THE HOME HEALTH AND HOSPICE SPACE

Floor Plan to be incorporated.

SCHEDULE 1A

EXCLUDED ASSETS

1. Seller's accounts receivable, cash, and cash equivalents owned by Seller associated with the Business.
2. Seller's real property located at 109 Exeter Street, Manteo, North Carolina 27954 utilized in the operation of the Business.
3. Seller's bank accounts.
4. Seller's furniture, furnishings, and equipment used in the operation of the Business.
5. Seller's computer hardware used in the operation of the Business.
6. Seller's automobiles.
7. Seller's d/b/a name "Dare Home Health & Dare Hospice."

SCHEDULE 2(b)

INDIGENT CARE COMMITMENT

No less than \$10,000 per year.

SCHEDULE 7(C)

RETENTION BONUSES

[Amounts to be calculated by County prior to the Execution Date and memorialized in Retention Agreement and this Schedule.]

SCHEDULE 8

ASSUMED CONTRACTS

Subject to final review prior to Closing, the following agreements shall be assigned to Purchaser:

[Listing to be provided by Purchaser prior to the Execution Date.]

SCHEDULE 15(a)

LIST OF EMPLOYEES

Last Name	First Name	Title	Employment Status	Exempt or Non-Exempt	Leave of Absence	Salary as of July 1, 2021
Ballance	Sonja	Volunteer Service Coordinator	FT	Non-Exempt	No	\$36,461
Colson	Theresa	Community Health Technician	FT	Non-Exempt	No	\$28,091
Dunbar	Robin	Administrative Specialist	FT	Non-Exempt	No	\$35,620
Flynn	Bonnie	Public Health Nurse III	FT	Exempt	No	\$57,222
Haber	Sherri	Physical Therapist, part time	PT	Non-Exempt	No	\$40.00/hour
Jackson	Shanese	Community Health Technician	FT	Non-Exempt	No	\$25,326
Lewark	Kristen	Sr. Administrative Assistant	FT	Non-Exempt	No	\$39,287
Matusko	Natalie	Public Health Nurse III	FT	Exempt	FMLA	\$64,939
Meekins	Holly	Public Health Nursing Director	FT	Exempt	No	\$81,813
Myers	Amanda	Physical Therapist	FT	Exempt	No	\$92,156
Richman	Melissa	Speech Therapist, PRN part time	PT	Non-Exempt	No	\$33.12/hour
Shelton	Alfreda	Community Health Technician	FT	Non-Exempt	No	\$32,163
Stine	Danielle	Physical Therapist	FT	Exempt	No	\$88,343
Sylvia	Patricia	Public Health Nurse Supervisor	FT	Exempt	No	\$65,545
Walmsley	Johanna	Occupational Therapist	FT	Exempt	No	\$75,429
White-Davis	Angela	Social Worker III Health	FT	Non-Exempt	FMLA - intermittent	\$49,631

SCHEDULE 15(b)

INDEPENDENT CONTRACTORS

Name	Services Rendered to Agency
Christine Petzing, M.D. ²	Medical Director Services

² This Agreement will terminate as of June 30, 2021, and the County is in the process of negotiating a Medical Director Services Agreement with Dr. Summer, with an effective Date of July 1, 2021.

SCHEDULE 19(e)

MATERIAL CONTRACTS³

Hospice Pharmacy Solutions Agreement dated February 7, 2019.

Thornberry Software License Agreement (verifying date in written contract).

³ Listing will be finalized prior to the Execution Date.

SCHEDULE 19(c)

NOTICES AND CONSENTS

A determination by the CON Section, that Seller's sale, and Purchaser's acquisition, of the Assets is exempt from certificate of need review.

Written notice to the Acute and Home Care Section, of a contemplated licensure change of ownership in the manner prescribed by the Acute and Home Care Section.

Written notice to CMS, in the manner prescribed by CMS, of a contemplated change of ownership pursuant to 42 C.F.R. § 489.18.

SCHEDULE 19(h)

HEALTHCARE COMPLIANCE

None.

SCHEDULE 19(i)

HEALTHCARE LICENSES

North Carolina Home Health and Hospice License: HC0494

Medicare Provider Number (Home Health): 34-7074

NPI (Home Health): 1285630384

Medicare Provider Number (Hospice): 34-1584

NPI (Hospice): 1831194547

CLIA Certificate of Waiver: ID Number 34D1007517



FY2022 Budget Amendment for Home Health and Hospice

Description

The FY 2022 adopted budget included no amounts for Home Health and Hospice operations. The attached budget amendment assumes one month of operations, and includes a calculation of vacation and comp time payouts for employees. If there is no sale of the certificate of need or if the sale occurs later than 8/1/2021, the budget must be amended again on 7/19/2021.

Board Action Requested

Adopt Budget Amendment for fiscal year 2022.

Item Presenter

David Clawson, Finance Director

DARE COUNTY

BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Home Health & Hospice through 7/31/2021					
<u>Revenues:</u>					
Medicaid-Hospice	103052	464250	55711		\$561
Medicare-Hospice	103052	464350	55711		\$125,000
Private Ins-Hospice	103052	464376	55711		\$3,000
Medicare-Home Hlth	103052	464350	55710		\$100,000
Private/Contract-Home Hlth	103052	464375	55710		\$15,000
<u>Expenditures:</u>					
Salaries-Home Hlth	104600	500200	55710	\$	127,902
Salaries-Hospice	104600	500200	55711	\$	29,480
FICA-Home Hlth	104600	500300	55710	\$	9,952
FICA-Hospice	104600	500300	55711	\$	2,318
Retirement-Home Hlth	104600	500400	55710	\$	13,463
Retirement-Hospice	104600	500400	55711	\$	2,935
Health Ins-Home Hlth	104600	500500	55710	\$	20,647
Health Ins-Hospice	104600	500500	55711	\$	7,818
Contracted Srvc-Home Hlth	104600	510700	55710	\$	5,000
Contracted Srvc-Hospice	104600	510700	55711	\$	2,500
Technical Support-Home Hlth	104600	510800	55710	\$	2,625
Technical Support-Hospice	104600	510800	55711	\$	1,000
Telephone & Postage-Home Hlth	104600	511100	55710	\$	1,450
Telephone & Postage-Hospice	104600	511100	55711	\$	300
M&R-Vehicles-Home Hlth	104600	511503	55710	\$	375
M&R-Vehicles-Hospice	104600	511503	55711	\$	150
Copier Program-Home Hlth	104600	512102	55710	\$	210
Copier Program-Hospice	104600	512102	55711	\$	550
Fuel-Home Hlth	104600	513100	55710		\$585
Fuel-Hospice	104600	513100	55711		\$475
Supplies-Medical-Home Hlth	104600	513303	55710		\$3,000
Supplies-Medical-Hospice	104600	513303	55711		9,400
Operating-Home Hlth	104600	513400	55710		1,000
Operating-Hospice	104600	513400	55711		425

Explanation:

FY2022 budget for Home Health & Hospice assuming a sale of certificate of need effective 8/1/2021. If sale is not approved or is effective after 8/1/2021, budget must be amended on 7/19/2021 by Board.

Approved by:

Board of Commissioners: _____ copy _____

Date: _____

County Manager: _____ copy _____
(sign in red)

Date: _____

Finance only:

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



Budget Amendments Required by LGC Memo 2021-04 for GASB Statements #'s 84 & 97

Description

Please see the following Item Summary

Board Action Requested

Adopt 3 budget amendments for FY2021 and three budget amendments for FY2022.

Item Presenter

David Clawson, Finance Director

Item Summary: Budget Amendments Required by LGC Memo 2021-04 for GASB Statements #'s 84 & 97

LGC Memo 2021-04 address the requirements of GASB Statements #84 and #97 and makes the changes effective as of fiscal year 2021.

The memo requires the County to create three new, budgeted, Special Revenue Funds.

1. Deeds of Trust Fund (fund #28)
 - a. To budget and account for a State conveyance fee collected by the Register of Deeds and paid monthly to the State.
 - b. The County has always remitted the State revenue from the Register of Deeds revenue account so the County revenue account only reflects the County share of revenue.
2. Fines & Forfeitures Fund (fund #29)
 - a. To budget and account for tax penalties and court fines & forfeitures that are required to be paid to Dare County Schools.
 - b. The activity has always been accounted for in an Agency Fund because the County only acts as a pass-through entity.
3. Representative Payee Fund
 - a. To budget and account for funds received and spent where Social Services is appointed as trustee for an individual.
 - b. The activity has always been accounted for in an agency fund because DSS only acts in a fiduciary capacity.

The LGC memo is included as an attachment after the budget amendments. It is included only to show an example of how the GASB, the SEC, and the State Treasurer's Department continue to complicate governmental accounting and budgeting, making it less understandable and less useful to users. Also note that as of ~two weeks ago, 10% of NC counties had not yet their filed their 2020 audit report which were due by 12/1.

The Board is requested to adopt:

- The budget amendment for FY2021 for the Deeds of Trust Fund;
- The budget amendment for FY2021 for the Fines & Forfeitures Fund;
- The budget amendment for FY2021 for the Representative Payee Fund;
- The budget amendment for FY2022 for the Deeds of Trust Fund;
- The budget amendment for FY2022 for the Fines & Forfeitures Fund; and
- The budget amendment for FY2022 for the Representative Payee Fund.

DARE COUNTY

BUDGET AMENDMENT

F/Y 2020-2021

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Fund:					
Deeds of Trust Fund					
<u>Revenues:</u>					
State conveyance fee	283460	430020		\$1,800,000	
<u>Expenditures:</u>					
State fee paid to State	284460	525728		\$1,800,000	

Explanation:

As required by LGC Memo 2021-04

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

DARE COUNTY

BUDGET AMENDMENT

F/Y 2020-2021

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Fund:					
Fines & Forfeitures					
<u>Revenues:</u>					
Taxes Penalties to Dare County Schools	293677	400501		\$100,000	
Fines & forfeitures from Courts	293677	433000		\$400,000	
<u>Expenditures:</u>					
F&F to Dare County Schools	294677	633000		\$500,000	

Explanation:

As required by LGC Memo 2021-04

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

DARE COUNTY

BUDGET AMENDMENT

F/Y 2020-2021

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Fund: Representative Payee DSS					
<u>Revenues:</u>					
Representative Payee Donations	303053	465020		\$350,000	
<u>Expenditures:</u>					
representative Payee Payments	304619	580100		\$350,000	

Explanation:

As required by LGC Memo 2021-04.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

DARE COUNTY

BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Fund:					
Deeds of Trust Fund					
<u>Revenues:</u>					
State conveyance fee	283460	430020		\$1,800,000	
<u>Expenditures:</u>					
State fee paid to State	284460	525728		\$1,800,000	

Explanation:

As required by LGC Memo 2021-04

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

DARE COUNTY

BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Fund:					
Fines & Forfeitures					
<u>Revenues:</u>					
Taxes Penalties to Dare County Schools	293677	400501		\$100,000	
Fines & forfeitures from Courts	293677	433000		\$400,000	
<u>Expenditures:</u>					
F&F to Dare County Schools	294677	633000		\$500,000	

Explanation:

As required by LGC Memo 2021-04

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

DARE COUNTY

BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Fund: Representative Payee DSS					
<u>Revenues:</u>					
Representative Payee Donations	303053	465020		\$350,000	
<u>Expenditures:</u>					
representative Payee Payments	304619	580100		\$350,000	

Explanation:

As required by LGC Memo 2021-04.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



STATE AND LOCAL GOVERNMENT FINANCE DIVISION
AND THE LOCAL GOVERNMENT COMMISSION

GREGORY C. GASKINS
DEPUTY TREASURER
SHARON EDMUNDSON
DEPUTY TREASURER

Memorandum # 2021-04

TO: Local Government Finance Officials and Their Independent Auditors

FROM: Sharon Edmundson, Deputy Treasurer and Director, State and Local Government Finance Division

SUBJECT: GASB Statement No. 84 – *Fiduciary Activities*
GASB Statement No. 97 – *Certain Component Unit Criteria, and Accounting and Financial Reporting for IRC Section 457 Deferred Compensation Plans*

DATE: September 18, 2020

Governments frequently engage in various fiduciary activities by taking care of moneys that belong to individuals or others outside of the government. Existing standards (GASBS 14 and 61) require reporting of fiduciary responsibilities but do not define what they are. GASB Statements 84 and 97 provide detailed guidance as to what constitutes a fiduciary activity and how to report fiduciary activity. With the Covid-19 pandemic, the implementation of GASB Statement 84 was delayed, but NC local governments with June 30 year ends will need to implement the guidance during the fiscal year ending June 30, 2021.

The implementation of GASB 84 and the related changes in GASB 97 will require numerous changes in the fiduciary reporting for North Carolina local governments. Depending on the specific fiduciary activities of each entity, governments may need to reclassify some activities currently reported as fiduciary to governmental or proprietary funds, which will require a change in budgeting practices during the current fiscal year. Other fiduciary activities may need to be reclassified to different fiduciary fund types. Agency funds are no longer used with the implementation of GASB 84 so agency funds reported will all be another fund type. The standard must be applied retroactively for all periods presented, if practicable; therefore, a restatement of prior-year net position will be required in some instances.

The decisions required to implement GASB 84 and GASB 97 are complex to understand and apply. Therefore, a compressed flowchart like the one found in Appendix C of GASB Statement 84 is an integral part of this memorandum. This resource should help governments visualize the reporting guidance in the statements and determine how to implement this complex guidance. **All the examples in this communication were developed using the attached flowchart to demonstrate the reporting decisions.**

Example 1 of Flowchart: Defining a Pension or OPEB Component Unit under GASB 84

First, Is the activity a component unit?

- GASB 84, paragraph 7 defines a pension or OPEB defined benefit plan that meets the criteria of paragraph 3 of GASB 67 for pensions or paragraph 3 of Statement 74 for OPEB as a legally separate entity;
- Paragraph 4 in GASB 97 states that the primary governing board that performs the duties that a board typically would perform when there is not a governing board would be treated the same as a majority appointment of a governing board; and
- Per paragraph 7 of GASB 84, a financial burden exists when a primary government is legally obligated or has otherwise assumed the obligation to make contributions to a pension or OPEB plan.

Once an activity is determined to be a component unit, then we must determine if it fiduciary or non-fiduciary? And if fiduciary, what type of fiduciary fund?

Let's assume that the entity in question has been determined to be a legally separate component unit. Using the flowchart, the next decision point is whether the assets are for pension or OPEB arrangements. If the assets are pension or OPEB assets, the next decision point is whether the pension or OPEB assets are administered through a trust that meets the criteria of Definition 4 in the flowchart (paragraph 3 of GASB Statements 67 or 74).

Those trust criteria are:

- The contributions and the earnings on the contributions are irrevocable;
- The plan assets are dedicated to providing benefits in accordance with plan terms; and
- The plan assets are legally protected from the creditors of the government.

For North Carolina local governments, units with OPEB Irrevocable Trust Funds that are invested in the Ancillary Governmental Participant Investment Program (AGPIP) which is held by the state or in other investments will need to report those assets as an OPEB fiduciary component unit.

Example 2 of Flowchart: Defining a Non-Pension or Non-OPEB Component Unit under GASB 84

Again, assume that the entity in question has been determined to be a legally separate component unit. Fiduciary non-pension or non-OPEB component units are entities established through the criteria above to be legally separate component units; however, the entity's assets are not held for pension or OPEB arrangements. Per the attached flowchart, the assets are instead evaluated through a series of decision boxes as to whether they meet requirements of GASB 84, paragraph 11 through criteria **C1**, **C2**, or **C3**. Answering "yes" to any of these criteria results in a fiduciary non-pension or non-OPEB component unit. A "No" to all three criteria results in an activity that would be reported as either a governmental or business-type activity.

Example 3 of Flowchart: Defining Pension or OPEB Benefits that are NOT Component Units under GASB 84. “Yes” to Pension within the Scope of other GASB Guidance

In this example, assume that the assets in question do not meet the criteria of a legally separate entity. Using the flowchart, the next decision point is whether the government controls the asset per Definition 2 of the flowchart. If the government does not control the assets, then the activity would not be included in the financial statements of the government. If the government answers “yes” to controlling the assets, then the next decision is, “Are the assets held for pension or OPEB benefits?” If “yes” to the pension and OPEB question, then the next decision point looks at the trust criteria in Definition 4 of the flowchart. For a “yes” answer that does meet the criteria of a trust per the GASB requirements, then the assets will be reported in a fiduciary fund.

Example 4 of Flowchart: Defining Pension or OPEB Benefits that are NOT Component Units under GASB 84. “No” to Pension within the Scope of other GASB Guidance

Example 4 is the same as Example 3 until the Decision point that looks at the trust criteria in Definition 4 of the flowchart. In the case of a “No” answer, the next decision point is whether the pension or OPEB assets in question are from an entity that is not part of the reporting entity. A “No” answer at this point results in assets that are reported in a governmental or proprietary fund. A “Yes” answer results in the assets being reported in a fiduciary fund. (See Imp Guide 2019-2; Question 4.9)

Example 5 of Flowchart: Defining Non-Pension or Non-OPEB Benefits that are NOT Component Units under GASB 84. “Yes” to Own Source Revenues

In this example, assume that the assets in question do not meet the criteria of a legally separate entity. Using the flowchart, the next decision point is whether the government controls the asset per Definition 2 of the flowchart. If the government does not control the assets, then the activity would not be included in the financial statements of the government. If the government answers “yes” to controlling the assets, then the next question is, “Are the assets held for pension or OPEB benefits?” If the assets are not for pension and OPEB benefits, then the next decision point considers whether the revenues in the fund are derived solely from the government’s own sources per Definition 3 of the flowchart. For a “yes” answer according to Definition 3, the assets would be reported in a governmental or proprietary fund. Under GASB 84, activities that are financed by funds that are own source funds are not fiduciary in nature.

Counties in North Carolina currently report Deeds of Trust Funds within agency funds. GASB 84 eliminates the use of agency funds. Under GASB 84, the revenues associated with deeds of trust are own source revenues that are not fiduciary in nature. With the implementation of GASB 84, these activities will all be reported in special revenue funds that will need to be budgeted prior to June 30, 2021.

Example 6 of Flowchart: Defining Non-Pension or Non-OPEB Benefits that are NOT Component Units under GASB 84. “No” to Own Source Revenues, “Yes” to B1 and B2

In this example, assume again that the assets in question do not meet the criteria of a legally separate entity. Using the flowchart, the next decision point is whether the government controls the asset per Definition 2 of the flowchart. If the government does not control the assets, then the activity would not

be included in the financial statements of the government. If the government answers “yes” to controlling the assets, then the next question is, “Are the assets held for pension or OPEB benefits?” If the assets are not for pension and OPEB benefits, then the next decision point considers whether the revenues in the fund are derived solely from the government’s own sources per Definition 3 of the flowchart.

If the assets are not own source revenues and the answer is “No”, based on Definition 3, then the decision process moves to Section **B** of the flowchart. Within Section **B**, the assets are evaluated as to whether they are derived from government-mandated or voluntary non-exchange transactions in **B1** and then whether they meet the exception in **B2**. Government-mandated non-exchange transactions are defined in paragraph 7 of GASB 33 as transactions that occur when a “government at one level (including the federal government) provides resources to a government at another level and requires that government to use them for a specific purpose....”

The implementation of GASB 84 revealed a long-standing reporting practice North Carolina that needed to be reconsidered. Local governments in North Carolina traditionally have reported Fines and Forfeitures and Representative Payee (or DSS Fund) Funds within agency funds. However, the revenues associated with these activities meet the definition of government-mandated non-exchange transactions per GASB 33 and are therefore not fiduciary in nature. These activities should be reported in special revenue funds that will need to be budgeted prior to June 30, 2021.

Example 7 of Flowchart: Defining Non-Pension or Non-OPEB Benefits that are NOT Component Units under GASB 84. “No” to Own Source Revenues, and “No” to **B1 and **B2****

Section **C** of the flowchart is applied in several different scenarios one of which is discussed in Example 2 above. In this example, the assets are not held by a separate entity although the government does control them per Definition 2. The assets are not own source revenues or government-mandated or voluntary non-exchange transactions. The next decision point is Section **C** which considers questions in **C1**, **C2**, or **C3**. Answering “yes” to any of these criteria results in the assets in question being reported in a fiduciary fund. A “No” to all results in the assets in question being reported in a governmental or proprietary fund.

These examples have been provided to help you get familiar with the flowchart and the decision-making process to apply as you review your own fiduciary activities. They are not all-inclusive and only address some of the more common situations in North Carolina. Local governments and their auditors will have to review the government’s fiduciary activities and make their own decisions about existing activities that differ from the examples here.

Reporting Under GASB 84

What are the types of Fiduciary Funds?

Pension and Other Employee Benefit Trust Funds (GASB 84, paragraph 15)

The trust agreement for a Pension or OPEB Trust Fund must meet the criteria of paragraph 3 from either GASB Statements 67 or 74, respectively. In North Carolina, OPEB Trust Funds with contributions invested in the AGPIP Funds held by the state are an example of OPEB Trust funds as defined in paragraph 15.

Investment Trust Funds

Investment Trust Funds are generally not applicable for North Carolina local governments; although there may be isolated cases where these would be used in a limited manner. Most governments can disregard.

Private-Purpose Trust Funds (GASB 84, paragraph 17)

Private-purpose trust funds are used to report fiduciary activities not reported in the first two types of trust funds but that are held in a trust or an equivalent arrangement that meets the requirements of paragraph 11c (1).

Custodial funds (GASB 84, paragraph 18)

Custodial Funds are used to report any fiduciary activities that are not required to be reported in the previous types of fiduciary funds. In North Carolina, examples of custodial funds are Jail/Inmate Pay Funds and the property taxes collected by the County on behalf of a municipality (excluding any fees charged).

Business-type activities may report assets and the corresponding liabilities that otherwise should be reported in a Custodial Fund as long as they are expected to be held for three months or less (GASB Statement 84, Paragraph 19). This three-month exception will be especially helpful when a utility is collecting fees for another local government. Exchange transactions, such as customer deposits, that are funded with own source revenues would be reported in the proprietary fund and are not fiduciary in nature.

Fiduciary Fund Financial Statements

Both the Statement of Fiduciary Net Position and the Statement of Changes in Fiduciary Net Position will be presented under GASB Statement 84 guidance. Liabilities should be recognized in a fiduciary fund when an event has occurred that compels the government to disburse fiduciary resources consistent with the economic resources measurement focus that is used in proprietary funds. In the fiduciary statements, a single column for each of the three fund types typically seen in North Carolina will be presented, but no total column will be included on the right-hand side of the statements as is presented with non-fiduciary activities. Fiduciary component units are combined with their fund type and reported in the appropriate fiduciary type column.

The Statement of Fiduciary Net Position will need to be formatted in the net position format, including the financial statement elements assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fiduciary net position. No classified presentation of current vs. noncurrent assets should be used. Assets and liabilities will be presented in order of liquidity.

The Statement of Changes in Fiduciary Net Position will report the additions and deductions of Pension and OPEB Trust Funds, Private-Purpose Trust Funds, and Custodial Funds. Additions should be disaggregated and reported by source. Deductions should be disaggregated by type and administrative expenses should be broken out if possible. Increases and decreases may not exactly correspond to revenues and expenses and we urge local governments to review the guidance in GASB Codification Section 2200-199 for more information.

If a governmental unit has more than one of a given fiduciary fund type combined in one column within the basic fiduciary statements, then it will need to provide a Combining Statement of Fiduciary Net Position and a Combining Statement of Changes in Fiduciary Net Position in the financial statements.

NCGS 159-13 (a) (3) excludes trust and agency funds held by a local government or a public authority from being budgeted, and we plan to ask for a technical correction to extend the budgetary exclusion to all fiduciary funds in the near future. In the interim, we are not requiring local governments to budget custodial funds since these funds continue to be fiduciary in nature as agency funds were.

The staff of the State and Local Government Finance Division will be updating the fiscal year 2021 illustrative statements for City of Dogwood, Carolina County, Carolina County Board of Education, and the Charter Schools for the impact of the GASB fiduciary guidance on NC Local governments. As usual, we expect to issue these in the Summer of 2021. In the meantime, Appendix D of GASB Statement 84 provides illustrations of how the fiduciary fund statements might be presented.

What you should be doing now to prepare?

1. Review all component units, current fiduciary, and current agency relationships, comparing the legal organization to the flowchart provided to determine the reporting changes needed to be made by June 30, 2021.
2. Educate your manager and governing board about the reporting and budgeting changes for Fines and Forfeitures, Representative Payee (Counties only), and Deeds of Trust (Counties only) that will need to be budgeted during the current fiscal year as a result of accounting standard changes.
3. Develop estimates for those budgeting changes for the 2021 fiscal year based on averages or trends over the past years.
4. Consider financial applications, general ledger accounts, and modifications that will be required for reporting required additions and deductions, inflows and outflows needed for financial statements. Work with your software provider if reports need to be revised to obtain this information.
5. Review Implementation Guide No. 2019-2, *Fiduciary Activities*, and GASB Statement 97 which are now available on the GASB website.

There are two appendices attached to this memorandum. Appendix 1 is a general summary of the proposed reporting treatments in the various illustrative statements for the fiscal year ending June 30, 2021. Appendix 2 is a flowchart that is like the one in the GASB Statement 84 Appendix C. The flowchart is intended to help you evaluate and determine the proper presentation for various possible fiduciary activities.

If you have any questions, you can call us at (919) 814-4299 or email us at SLGFD@nctreasurer.com.

Appendix 1: Highlighted Reporting Changes to 2021 Illustrative Financial Statements

City of Dogwood Reporting Changes in FYE 2021:

- Cemetery Permanent Fund –The Cemetery Permanent Fund accounts for assets that are restricted for the perpetual care of the municipal cemetery. Only the earnings of the fund, not the principal, may be used to support the cemetery. The City holds the funds which are the revenue from plot sales and the related interest earnings that are restricted for maintenance of the cemetery.

Note to statement preparers: In the City of Dogwood statements, we assume that the cemetery assets are not administered through a trust or an equivalent arrangement and that the City itself benefits from the sale proceeds and related earnings. Under this assumption, the City's cemetery funds are not a legally separate entity or a component unit. The assets are controlled by the City but are not for pension or OPEB uses. The plot sales represent an exchange transaction that are the City's own source revenues and would be reported in a governmental fund. Under this set of assumptions, the City's cemetery activities would continue to be reported in a Cemetery Permanent Fund. Depending upon the contractual agreement with the plot owners, the City might instead report cemetery funds as a department in the General Fund.

Depending upon the legal circumstances, a different presentation of cemetery assets would be appropriate. For instance, if the City holds the cemetery assets in trust that meets the GASB requirements for a non-profit organization that owns the cemetery assets, then the assets would be reported as a fiduciary activity. Statement preparers and their auditors are urged to review the legal circumstances and any contractual requirements associated with their own cemetery assets and determine the most appropriate treatment.

- Agency Funds – Fines and Forfeitures. The City of Dogwood maintains an agency fund for fines and forfeitures that it is required to remit to the Carolina County Board of Education. Agency funds are no longer used for reporting under GASB 84; therefore, the Fines and Forfeitures reporting will have to change with the implementation of the standard. Fines and forfeitures meet the definition from GASB 33 of imposed nonexchange transactions that are defined as own-source revenues in paragraph 13 of GASB 84. These activities are reported within governmental funds because activities that are financed with own-source revenues do not meet the definition of fiduciary funds in GASB 84. The City of Dogwood has chosen to report these activities in a special revenue fund.

NCGS 159-13(a)(3) excludes agency fund transactions from being budgeted. With the implementation of GASB 84 during the fiscal year ending June 30, 2021, fines and forfeitures should be budgeted, accounted for and reported in a special revenue fund. The budgetary change should be made during fiscal year 2021 for all fines and forfeiture transactions. Depending upon other budgetary items noted by a local government's auditor in the audit report, we will probably not send unit letters for nonbudgeted fines and forfeitures during the fiscal year ending June 30, 2021.

County Reporting Changes in FYE 2021:

- Jail Inmate Pay (previously reported in the General Fund). Jail inmates have jobs in the jail and their earnings are deposited into their accounts. Their families and friends also may choose to deposit funds into their accounts and the account balances are returned to them when they are released or transferred to another facility. These funds are not own-source revenues and individuals, not the government, are the beneficiaries. The government generally does not have administrative involvement because the inmates have discretion over how these funds are spent. Based on paragraph 18 of the guidance, these are custodial funds because they don't meet the requirements to be reported in any other fiduciary

funds (GASB 84, paragraph 18; Implementation Guide 2019-2, Fiduciary Activities, Questions 4.14, 4.24 and 4.42).

- OPEB Trust Fund –The (AGPIP) trust assets, which are held by the State of NC, are administered through a defined benefit plan that is a legally separate entity from the County per paragraph 7 of GASB 84. Per paragraph 4 of GASB Statement 97, if a potential component unit of a defined benefit pension or OPEB plan does not have a governing board and the primary government performs the duties that a governing board would typically perform, then the pension or OPEB plan would be treated as a component unit whose voting majority is appointed by the governing board. Since the County’s governing board performs the duties that a governing board of the OPEB Trust would perform if there was one, the OPEB Trust Fund will be treated as the appointment of a voting majority of a governing board. Per paragraph 7 of GASB 84, the County is obligated to fund the OPEB commitments to employees and has assumed an obligation to make those contributions to the OPEB plan. As a result, the OPEB Trust AGPIP Fund will be reported as a blended component unit. (GASB 14; GASB 61, paragraphs 8a, 68; GASB 84, paragraphs 4, 6b, 7; GASB 97, paragraphs 4, 5; Implementation Guide 2019-2; Question 4.1)

Note to Preparer of illustrative statements: It is incumbent on the unit and its auditor to verify that there is an OPEB trust agreement in place that meets the requirements of GASB 74, para 3. If no trust is in place, there is no assumption of a legally separate entity per GASB 84, paragraph 7. In this case, although the government may intend for the assets to be used for OPEB benefits, the assets are defined as own-source revenues under the guidance and would be reported with governmental and/or proprietary funds.

- Agency Funds – DSS Client Accounts. Renamed **Representative Payee Funds**. See the federal website at <https://www.ssa.gov/payee/faqrep.htm> for a thorough discussion of these funds. Under the Social Security’s Representative Payee Program, the County receives and manages funds for minor children and certain adults. These funds are not derived from the government’s own source revenues. They meet the definition of government-mandated non-exchange transactions but not the pass-through grant exception. Additionally, these funds are not held in a trust; are used by the government to provide goods and services for individuals; and are not held for the benefit of an organization. As a result, these funds are not considered fiduciary in nature but should be reported in a governmental fund. Carolina County has chosen to report these activities in a special revenue fund.

NCGS 159-13(a)(3) excludes agency fund transactions from being budgeted. With the implementation of GASB Statement 84 during the fiscal year ending June 30, 2021, these funds should be budgeted, accounted for and reported in a special revenue fund. The budgetary change should be made during fiscal year 2021 for all Representative Payee Fund transactions. Depending upon other budgetary items noted by a local government’s auditor in the audit report, we will probably not send unit letters for nonbudgeted Representative Payee Funds during the fiscal year ending June 30, 2021.

Note to Preparer: The fund should be retitled to **Representative Payee Funds**. Also, in the notes to the financial statements, consider adding a link to the federal website at <https://www.ssa.gov/payee/faqrep.htm>.

- Agency Funds-Fines and Forfeitures. The County maintains an agency fund for fines and forfeitures that it is required to remit to the Carolina County Board of Education. Agency funds are no longer used for reporting under GASB 84; therefore, the Fines and Forfeitures reporting will have to change with the implementation of the guidance. Fines and forfeitures meet the definition in GASB 33 of imposed

nonexchange transactions that are defined as own-source revenues in paragraph 13 of GASB Statement 84. These activities are reported within governmental funds because activities financed with own-source revenues do not meet the definition of fiduciary funds in GASB 84. Carolina County has chosen to report these activities in a special revenue fund.

NCGS 159-13(a)(3) excludes agency fund transactions from being budgeted. With the implementation of GASB 84 during the fiscal year ending June 30, 2021, fines and forfeitures should be budgeted, accounted for and reported in special revenue fund. The budgetary change should be made during fiscal year 2021 for all fines and forfeiture transactions. Depending upon other budgetary items noted by a local government's auditor in the audit report, we will probably not send unit letters for nonbudgeted Fines and Forfeiture Funds during the fiscal year ending June 30, 2021.

- Agency Funds – Municipal Tax Collections. The County bills and collects property taxes on behalf of other tax-levying municipalities and fire service districts within its jurisdiction. With the implementation of GASB Statement 84, the taxes collected are reported in a custodial fund. The fees the County charges to collect the taxes are not reported in the custodial fund but in the General Fund since they are own-source revenues, not fiduciary funds. (GASB 84, Paragraph 11 c (1), 18; Imp Guide 2019-2, questions 4.38 and 4.42).
- Agency Funds – Deed of Trust. The Deed of Trust Fee agency fund accounts for a portion of each fee that is collected by the county register of deeds for registering or filing a deed of trust or a mortgage. These amounts are remitted to the State Treasurer on a monthly basis by the County. After the implementation of GASB Statement 84, these assets are accounted for within governmental funds. Carolina County controls the assets as required in paragraph 12; however, the amounts are derived from the government's own-source revenues as defined in paragraph 13. Therefore, by definition, these revenues do not meet the definition of fiduciary activities in paragraph 11b (1) and would not be reported within a fiduciary fund. Carolina County has chosen to report these activities in a special revenue fund.

NCGS 159-13(a)(3) excludes agency fund transactions from being budgeted. With the implementation of GASB 84 during the fiscal year ending June 30, 2021, deeds of trust should be budgeted, accounted for and reported in a special revenue fund. The budgetary change should be made during fiscal year 2021 for all Deed of Trust Fund transactions. Depending upon other budgetary items noted by a local government's auditor in the audit report, we will probably not send unit letters for nonbudgeted Deed of Trust transactions during the fiscal year ending June 30, 2021.

Board of Education (BOE) Reporting Changes in FYE 2021:

- Individual Schools – Major governmental Special Revenue Funds. The Individual Schools Fund accounts for and reports the revenues and expenditures for activity funds of the individual schools. The primary revenue sources include funds held on the behalf of the various clubs and organizations, receipts from athletic events, and proceeds from fund-raising activities. The primary expenditures of the Individual School Funds are for athletic teams, club programs, activity buses, instructional needs.

Note to Preparer: The individual schools are not legally separate entities. In the BOE example, we assume that the School System controls the Individual Schools Fund assets because the amounts are deposited into a bank account managed by the administrative unit. The funds are not own-source revenues or government-mandated nonexchange transactions, and they are not held in a trust or an equivalent arrangement. Assuming the School System policy details how the individual school funds can be spent, the School System has administrative involvement per the criteria in 11c (2). The assets are for the benefit of individual schools that are part of the financial reporting entity per 11c (3); therefore, these assets should be reported with governmental funds. This activity would be unchanged with the implementation of GASB Statement 84 and will continue to be reported in the special revenue fund.

Depending upon the policies and legal structure of a given school system's clubs and activities, the presentation of these types of activities for each board of education may be different. Implementation Guide No. 2019-2, *Fiduciary Activities*, has numerous examples of how to apply GASB Statement 84 to reporting club and scholarship activities based on how each system's policy. Refer to questions 4.16 through 4.23 and 4.28 in Implementation Guide 2019-2, *Fiduciary Activities*, for more information.

Administrative Fund - Private Purpose Trust Fund for Scholarships. Carolina County Board of Education has one fiduciary fund – the Administrative Fund, which is a scholarship fund under the control of the administrative unit. These assets are currently accounted for as a private purpose trust fund.

Note to Preparer: Assuming that it is not a legally separate entity, that the system controls the assets, and that there is a legal trust agreement in place, the activity would continue to be reported in a fiduciary fund. This fund continues to meet the definition of a private purpose fund per paragraph 17 of GASB 84; therefore, the implementation of this standard does not change the reporting for the Administrative Fund.

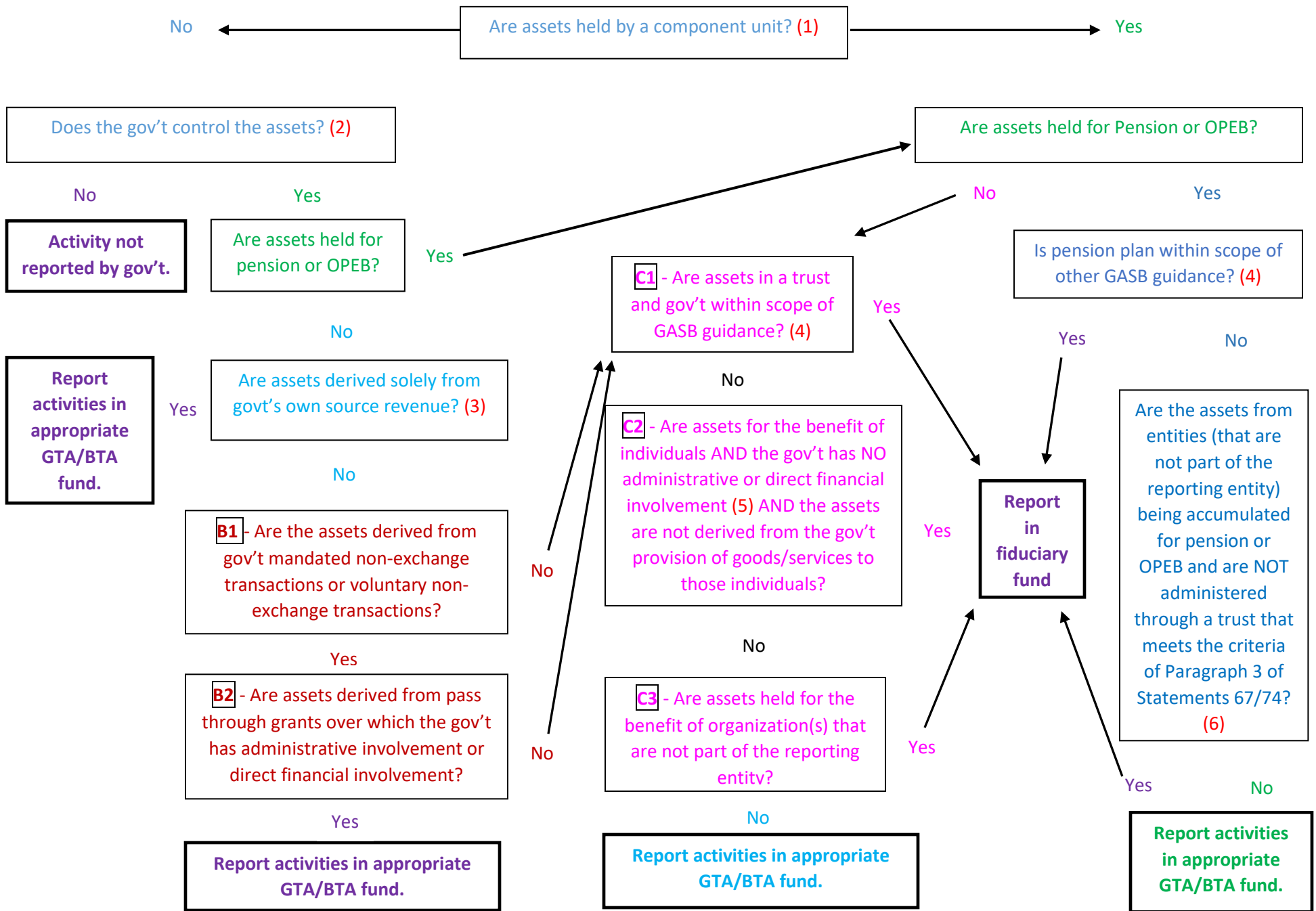
The legal agreements associated with a scholarship fund or an endowment fund will impact the reporting under GASB Statement 84. For example, if the Administrative Fund is a legally separate entity, then it would be reported as a fiduciary component unit. If the Administrative Fund is not controlled by the local board of education, then the activity would not be reported by the government in the financial statements. If there is no legal trust in place, then depending upon additional criteria, these funds might not be considered as fiduciary but governmental in nature. In that case, the Administrative Fund would be reported in a special revenue fund. We urge local governments and their auditors to review these legal agreements and determine the appropriate treatment.

Charter Schools Reporting Changes for FYE 2021:

- Clubs and Activities Fund - Non-Major Special Revenue Fund. The Club and Activities Fund is used to account for the funds raised and earned by the various clubs and activities, including the athletic teams that are part of the School. The use of revenue sources is restricted by school policy for expenditures for the various clubs and organizations, athletic events and fund-raising activities for which they were collected. There is a policy establishing specific guidance on how the revenues can be spent and a staff advisor approves all expenditures which are made from the school's bank account.

Note to Preparer: In the situation presented here, the School does have administrative involvement per the criteria in 11 c (2); therefore, the activity would continue to be reported in the special revenue fund. Depending upon the policies and legal structure of a given charter school's clubs and activities, the presentation of these activities for each school may be different. Implementation Guide No. 2019-2, *Fiduciary Activities* has numerous examples of how to apply GASB 84 to reporting club and scholarship activities based on how each charter school's policy. Refer to questions 4.16 through 4.23 and 4.28 in Implementation Guide 2019-2, *Fiduciary Activities*, for more information.

Appendix 2: When Should an Entity Report an Activity in a Fiduciary Fund in Accordance with GASB Statement No 84?



Appendix 2: When Should an Entity Report an Activity in a Fiduciary Fund in Accordance with GASB Statement No 84?

Notes and Definitions:

- (1) Component Unit:** Legally separate entity that meets the definition of a component unit as defined by GASB 14, as amended.
- (2) Control of Assets:** The government holds the assets or the government has the ability to direct the use, exchange, or employment of the assets in a manner that provides benefits to the specified or intended recipients. Restrictions for use of a specific purpose do not negate control of assets. (GASB 84, Paragraph 12)
- (3) Own Source Revenue:** Revenues generated by government itself, including exchange and exchange-like revenues and investment earnings, derived tax revenues and imposed non-exchanged revenues.
- (4) Pension or OPEB is within scope of other GASB Guidance:** Assets are administered through a trust that meets criteria of Paragraph 3 of GASB Statements No. 67 for pensions or Statement No. 74 for OPEB.
- (5) Administrative Involvement or Direct Financial Involvement:** Administrative: Monitor compliance with requirements of activity or determines eligible expenditures that are established by the government or by a resource provider that does not receive the direct benefits of the activity; or if it has the ability to exercise discretion in how assets are allocated. Direct Financial: Provide matching resources for the activities.
- (6) See Paragraph 116 in Statement No. 73 for pensions or Paragraph 59 in Statement No. 74 for OPEB.**



RFQ for Professional Architectural Services

Description

An RFQ for professional architectural services was advertised on May 5, 2021. Three proposals were received on June 1, 2021 and reviewed by the Purchasing Agent, Finance Director and the County Manager. Based upon their knowledge of Dare County, overall responsiveness, and past experience with projects of similar scope, Oakley Collier Architects, of Rocky Mount, North Carolina, was selected as the recommended architect to serve the county on projects valued at \$50,000 or less.

Board Action Requested

Approve Oakley Collier Architects as architects for projects valued at \$50,000 or less and authorize the County Manager to negotiate a contract.

Item Presenter

Robert Outten, County Manager



DARE COUNTY

AS-NEEDED DESIGN SERVICES

Response to RFQ



May 28, 2021

June 1, 2021

Mr. Dustin Peele
Dare County Administration
954 Marshall C. Collins Drive
Manteo, North Carolina 27954



Re: Dare County Professional Services

Dear Dustin,

We are delighted to submit to you our qualifications for Dare County Professional Services. Oakley Collier has thoroughly enjoyed working with you and Dare County over the years and we value the relationships that have been established.

Because of our past experiences working with the County, we clearly understand your goals for quality, budget and a successful project. Dare County is an important client for OCA and our commitment to your satisfaction is of the highest priority in our office and to both Ann & I personally.

It is our sincere hope that we continue being a long-term partner with the County – our history together of great projects and good work are some of our most enjoyable experiences in architecture!

We look forward to many more years of working together!

Sincerely,

A handwritten signature in black ink that reads 'Timothy D Oakley'.

Timothy D Oakley, AIA, LEED® AP
toakley@oakleycollier.com



Firm Information

Oakley Collier Architects, PA

109 Candlewood Road
Rocky Mount, NC 27804
(252) 937-2500
www.oakleycollier.com

1111 Haynes Street, Suite 109
Raleigh, NC 27604
(919) 985-7700



BACKGROUND

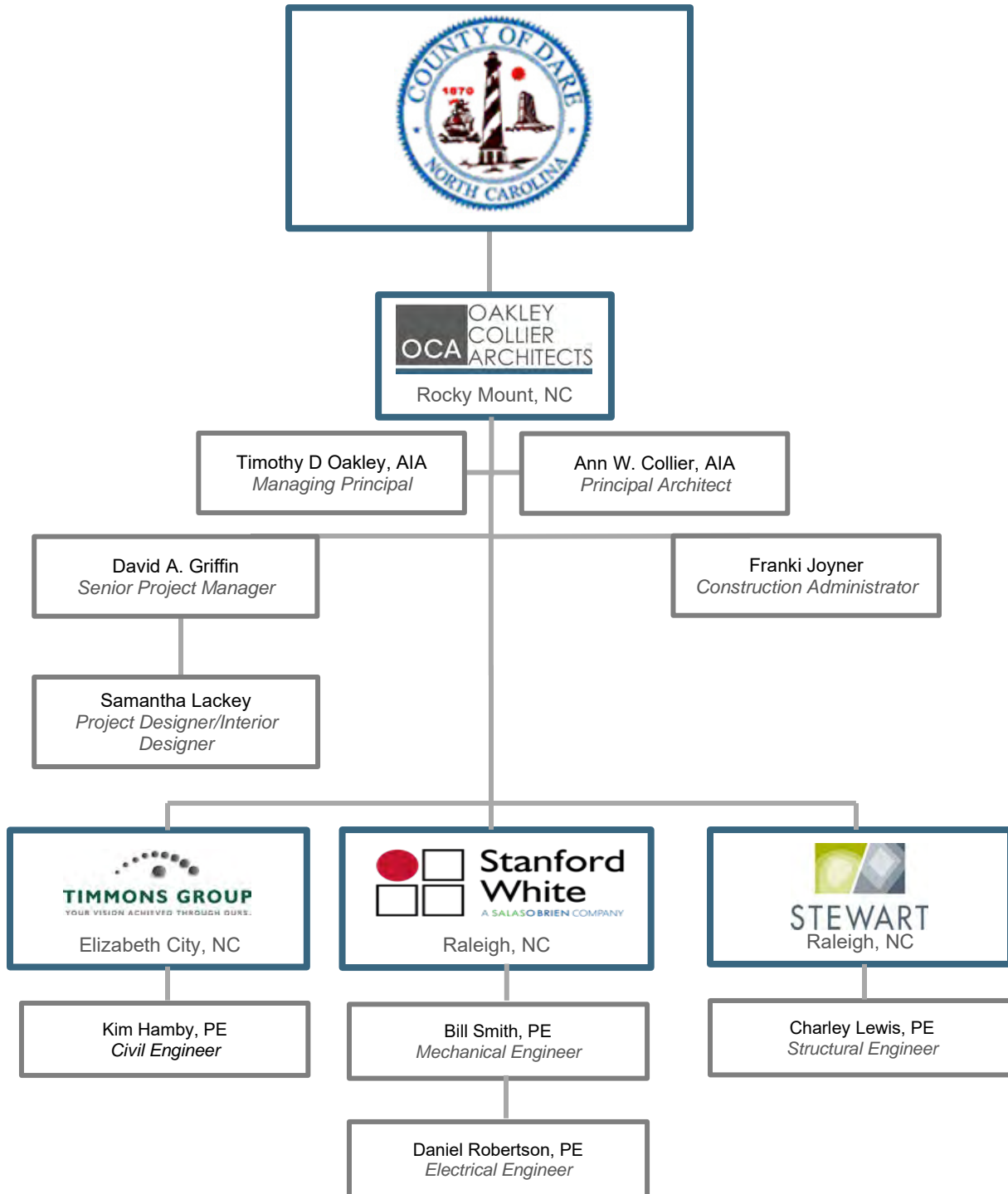
Founded in 1988, **Oakley Collier Architects** is a company of architectural designers and planners dedicated to a common goal: to create distinctive architectural designs that are people, construction, and budget friendly. We consider each project a new and exciting challenge. OCA welcomes opportunities to bring creative solutions to our clients that result in successful project completions. Oakley Collier Architects principals are Timothy D. Oakley, AIA, LEED® AP; and Ann W. Collier, AIA, LEED® AP; who have a combined experience of over seventy years registered in North Carolina. Our staff of twelve, which includes three registered architects, is highly skilled in the production of competent and comprehensive construction documents of all scopes and sizes. Our thirty-three year history of project experience includes additions, renovations, and new construction in the local government design market. We are a corporation and registered Small Business Enterprise (SBE).

WHAT WE DO

- Site Evaluation
- Feasibility Studies
- Land Use Studies
- Regulatory Code Compliance Studies
- Programming
- Interior Space Planning
- Spatial Needs Analysis
- Detailed Cost Analysis
- Master Planning
- Schematic Design
- Design Development
- Construction Documents
- Specification Preparation & Review
- Bidding & Negotiation
- Construction Administration
- Project Close-Out
- Record Drawings



Organizational Chart



Team Information

Oakley Collier Architects, PA

109 Candlewood Road
Rocky Mount, NC 27804
(252) 937-2500
www.oakleycollier.com

1111 Haynes Street, Suite 109
Raleigh, NC 27604
(919) 985-7700



Timothy D. Oakley, AIA, LEED® AP

Managing Principal

toakley@oakleycollier.com

Timothy D. Oakley is the founding principal of Oakley Collier Architects, PA. He is responsible for the oversight of the firm & shall be the architect of record for the project. He has developed expertise in coordinating in-house staff, consultants, contractors / construction managers, and regulatory agencies. He enjoys technical aspects of architecture including design, management, and construction techniques. Tim has a strong background in constructability and cost estimation. He graduated from Nash Community College.

Registrations: Architect - NC #5967, American Institute of Architects, LEED® 2.0 Accredited Professional



Ann W. Collier, AIA, LEED® AP

Principal Architect

acollier@oakleycollier.com

Ann W. Collier is a partner and principal with OCA. She is responsible for daily operations within the firm & shall lead the programming & planning for the project. With over 35 years of experience in the design profession, she has provided specialized programming, planning, and design knowledge for many public projects. Her design experience encompasses a variety of project types including municipal, educational, institutional, and higher education facilities. She graduated from NC State University.

Registrations: Architect - NC #6886, American Institute of Architects, LEED® 2.0 Accredited Professional



David A. Griffin, LEED® AP

Senior Project Manager

dgriffin@oakleycollier.com

David Griffin has more than 30 years of experience serving the private and public sectors as a Design Project Manager for Oakley Collier Architects. He will be responsible for Building Information Modeling and code research for the project. He attended NC State University & Nash Community College.

Registrations: LEED® 2.0 Accredited Professional



Samantha Lackey
Project Designer / Interior Designer

Samantha Lackey is an Intern Architect with Oakley Collier Architects. She has a keen eye for color and material selection, and values this as an important part of the design process. She has over 3 years of experience in the design profession, and has worked on a wide range of projects, including municipal spaces, K-12 education, higher education, ecclesiastical, and residential projects in both the public and private sector. She graduated from North Carolina State University.



J. Franki Joyner
Construction Administrator

Franki has been involved in construction administration services since he joined the firm in 1994, and is dedicated to providing attentive and responsive service during the construction phase of the project. He attended Campbell University & Lenoir Community College, and graduated from Nash Community College.

Civil Engineer

Timmons Group
1805 W City Dr Unit E
Elizabeth City, NC 27909
(252) 621-5030
timmons.com



From small-town infrastructure to federal design-build projects, and from large mixed-use communities to urban in-fill projects, **Timmons Group** has proudly built a reputation of excellence since they first opened their doors in 1953. Their deep experience positions them as an industry leader with an unwavering commitment to forward-thinking, innovative design and complete solutions for client success. Recognized for nearly 20 years as one of Engineering News Record's Top 500 Design Firms, Timmons Group provides civil engineering, environmental, geotechnical, GIS/geospatial technology, landscape architecture and surveying services to a diverse client base. Timmons Group is dedicated to assisting local, state and federal government entities in meeting their conceptual planning and site development needs.



Kim Hamby, PE
Civil Engineer/ Project Manager

Kim has over two decades of engineering planning and design experience. As a result, she possesses extensive knowledge of the design and permitting processes for stormwater management, erosion control, water, sanitary sewer, and roadway improvements. Through work in these areas, she has developed an excellent working relationship with the local planning departments and permitting agencies at the state and local level. She works closely with the review engineers for the counties and municipalities to evaluate the required computer analyses she prepares for the projects. As project manager, she prepares budgets and proposals for projects, manages the timelines for project submittals, and works closely with the clients and permitting agencies. She assists in the coordination of survey work from initial topographical survey work to stake out and as-built data collection.

Registrations: Professional Engineer NC

Experience: Currituck County Public Safety Center, Dare County Animal Shelter, Dare County Department of Health & Social Services, College of the Albemarle-New Academic Building, Dare Tyrell RECC and Dare County EOC, Martin County Regional 911 Center and EOC, Knotts Island Volunteer Fire Department, South Camden Volunteer Fire Department, Leslie Lane Watermain Extension, Barley Lane Waterline Replacement.



Structural Engineer

Stewart, Inc.

223 South West Street, Suite 1100
Raleigh, NC 27603
(919) 380-8750
stewartinc.com



STEWART

Stewart, Inc. is a multi-discipline design firm that specializes in structural, geotechnical, land development, and transportation engineering, surveying / geomatics and construction services. Founded in 1994 by Willy E. Stewart, PE, the firm has over 200 employees located in offices in Raleigh, Durham, Wilmington, and Charlotte, NC. Stewart has one of the largest and most experienced structural departments in North Carolina, giving it the expertise and manpower necessary to successfully complete projects of all sizes. Stewart's structural projects are executed using BIM technology, specifically Revit Structure. Oakley Collier has worked with Stewart on over 90% of our projects since their inception 26 years ago, and they are also working with us on all of our current projects requiring structural engineering. The firm is a minority-owned (MBE) and certified Historically Underutilized Business (HUB) with the State of NC.



Charley Lewis, PE

Associate VP / Structural Engineer

Charley has 25 years of experience, including 22 with Stewart, in a wide range of bridge and building structures. Charley's building structures experience includes the project management, design and plan development of composite steel, concrete flat plate, concrete pan joists, prestressed and post-tensioned concrete, load bearing metal studs and timber construction. He has experience designing and managing the following project types: medical facilities, lab facilities, biomedical production facilities, light industrial facilities, university (classroom, labs, research, dorms), government, multi-family, parking decks, pedestrian bridges, commercial and renovations.

Registrations: Professional Engineer NC #24417

Experience: Kure Beach Town Hall/Police Department Renovation & New Fire Department, Havelock City Hall, Edenton Police Department, Havelock East End Fire Annex, Coastal Studies Institute, Carteret County General Services Operations Facility, Dare County DHHS Feasibility Study & Relocation, Garysburg New Town Hall/Police Department & Fire Station, Dare County DHHS Building Addition & Renovation, Ahoskie Community Health Center, City of Raleigh Critical Operations, College of the Albemarle Library Renovation River Bend Town Hall & Police Department Study, Morrisville Public Safety Facility, Waynesville Town Hall & Fire Station #1, Durham Police Headquarters Complex.



MEP Engineer

Stanford White Associates

1620 Midtown Place
Raleigh, NC 27609
(919) 832-8118 phone
Fax not available
stanfordwhite.com



Stanford White is a multi-discipline consulting engineering firm which specializes in providing engineering services to Municipalities, Hospitals, Universities, Colleges, Government Agencies, School Systems, and other clients. Their core service disciplines include mechanical, electrical and structural engineering. Herb Stanford began the firm in 1977 and partnered with Leonard White in 1991. The quality of their service is a direct result of the experience of their staff combined with their management philosophy of continuous improvement. Their staff includes 14 LEED Accredited Professionals.



Bill Smith, PE

Principal Mechanical Engineer

With over 35 years of experience, Bill's journey began in 1983 through part-time jobs during college with a mechanical contracting company and finally an engineering consulting firm. Those days installing piping in a hospital and drafting building plans laid a foundation for his loyalty to the AEC industry.

Registrations: Professional Engineer NC, LEED® AP



H. Daniel Robertson, PE
Principal Electrical Engineer

An electrical engineer with a passion for problem solving, Daniel continuously delivers creative and functional solutions for clients. His extensive knowledge of the industry began with hands-on experience as an electrical contractor for 16 years. With Stanford White since 1994, Daniel specializes in the design of complex electrical systems.

Registrations: Professional Engineer NC, SC, VA, FL, LEED® AP

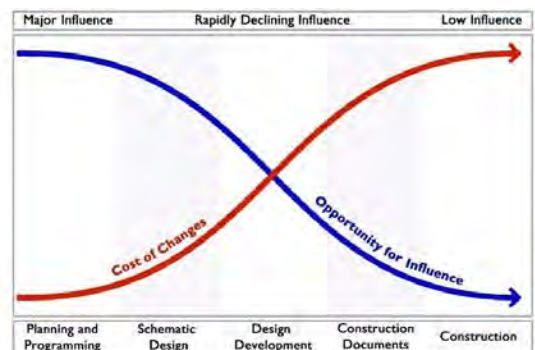
Experience: City of Fayetteville Police & Fire Station Assessments, Wilson Office Building, Town of Garner Town Hall, Fayetteville State University Central Maintenance Office / Storage Building, Craven Community College Maintenance Building, Cumberland County Municipal Complex, Town of Garner Fire Station #3, City of New Bern Central Fire Station, Montgomery County New 911 Center & EMS Station, Wake County New EMS Facilities #7, 8, 9, NC Department of Public Safety State Highway Patrol Training Complex Design, NC Department of Revenue Statewide Security Upgrades, Western Carolina University Emergency 911 Dispatch Center, City of Raleigh Proposed Central Public Safety Center, Town of Garner Main Police Station.



Understanding of Scope of Services

Design Services

A successful design process starts with understanding your expectations for the total project. The beginning phases of the process – Programming, Schematic Design & Design Development - usually have the most significant impact on the rest of the design. It is within these phases that major choices are made on project priorities, as well as the basic design decisions that will create a basis for specific details later on in the project. Establishing the project goals & objectives is the first step in the organizational format of the design process. The following items are typical items that we review with you in this step:



- Organizational Objectives
- Image & Design Priorities
- Functional Purpose
- Economic Impact
- Schedule Goals
- Management Goals
- Budget Management

Gathering relevant information from facility users, activities, schedules, existing & new equipment, code-related items, future aspects, site analysis, growth projections, current market conditions all contribute to the understanding of how the established goals must be met. From there, we begin to create design layouts and strategies that will demonstrate tangible ways of providing you with a strategy for implementing the stated goals and objectives. This process will confirm or deny that the actual scope and budget are achievable.



Design Methodology

Developing good team communications early in the design process is essential to the success of any project. In our past projects, Owners have told us that one thing that sets our firm apart from other firms with whom they had worked was our ability to listen to their needs and interpret those discussions into well-designed, budget-conscious buildings. At each step of the process, we review all work and information with the Owner for his approval before moving on to the next step. Our approach to this project is based on the following principles:

Teamwork

- Select the right consultants for the project type & complexity
- Assign the right staff members for project type & complexity
- Schedule regular team scoping meetings – who does what, time for completion of each phase
- Clearly defined expectations among design team & Owner

Communication

- Open lines of communication among team members
- Clearly defined responsibilities among design team & Owner
- Clearly defined expectations among design team & Owner
- Regular meetings to review design & budget
- Owner kept in the know during process and throughout project

Attention to Detail

- Review construction documents with Owner & User Group prior to bid
- Providing a well-thought out and well-detailed set of plans equates to lower costs for the owner and fewer headaches in the construction process for the entire team
- Proactive planning
- Low percentage of project change orders is a tangible result of our attention to detail – average percent of change orders for our projects is less than 2%

Building Information Modeling

We produce all drawings using Revit Architecture 2021, a Building Information Modeling (BIM) system. This allows us to simulate real-world performance of the building & reduces the environmental impact. It optimizes team collaboration which enables us to deliver our Clients' projects faster, provide more accurate & efficient designs, and deliver a more comprehensive vision earlier on in the process, which allows for better understanding of the program and physical spaces.



Quality Control & Assurance Process



Project Costs & Schedules

Project cost control is crucial to the success of a design project. We discuss all items with the Owner in terms of initial costs & long-term maintenance costs to make the appropriate choices for the building & the budget. At different milestones of the design process, we perform internal as well as external third-party costs estimates to assure budget compliance. Our team is budget conscious, and we understand the importance of meeting established project budgets. We will submit to the Owner, at each stage of design, a revised and current budget for this project. In doing this, we are able to control potential design features that impact cost, as well as keep the Owner informed of current budget issues. Our cost estimates have been within 2% over the last five years. The following chart details Oakley Collier's cost control track record on our most recent projects:

Franklin County

Franklin Plaza Fit-Up

Construction Budget:

\$2,372,000

Final Cost: \$2,201,500

Status: Under Construction Est July 2021

Schedule Adherence: On time

Vance County

DSS Relocation

Construction Budget:

\$3,606,500

Final Cost: 3,030,857

Status: Under Construction Est August 2021

Schedule Adherence: On time

City of Rocky Mount

Developmental Services

Construction Budget: \$750,000

Final Cost: \$705,849

Status: Completed April 2020

Schedule Adherence: On Time

Craven County

Courthouse Upgrades & Brick Restoration

Construction Budget: CM@R

Final Cost: \$1,280,453

Status: Under Construction

Est September 2021

Schedule Adherence: On Time



City of Rocky Mount

Tar River Transit Renovations
Construction Budget: \$250,000
Final Cost: \$229,158
Status: Completed March 2020
Schedule Adherence: On Time

Eastern NC School for the Deaf

Woodard Hall Toilet Renovation
Construction Budget: \$262,775
Final Cost: \$146,500
Status: Under Construction
Est September 2021
Schedule Adherence: On Time



Nash County

Security COVID Assessment
Construction Budget: \$100,000
Final Cost: \$80,927
Status: Completed June 2021
Schedule Adherence: On Time

Eastern NC School for the Deaf

Maintenance Garage
Construction Budget: \$249,412
Final Cost: \$228,877
Status: Under Construction
Est December 2021
Schedule Adherence: Delayed due to Steel Delivery (COVID)



Construction Administration Capabilities



Oakley Collier is dedicated to providing attentive and responsive service during the construction phase **Franki Joyner** and the project architect, as well as a representative from each consultant will be involved in the construction administration services for the Education & Agricultural Development Center project for Piedmont Community College. This phase of the project is critical in implementing the design intent, maintaining the schedule, budget and quality. After construction starts, project representatives are on site at a minimum of once per week. If circumstances on site at a particular time require

more involvement, we are available to attend to the needs of the project. The project architect will also be on site as needed, and at regular intervals of monthly site visits. Regular project meetings will be held to discuss progress actually being made as compared to scheduled progress, problem areas, plans of action to maintain forward progress, other outstanding issues, submittals, change orders, and old and new business.

Oakley Collier requires design consultants to attend all regularly scheduled project meetings during phases of the project work associated with their discipline. The design consultants will also participate in evaluating progress of the special trades and approving applications for payment. Our construction administration staff supervises and coordinates with design consultants regarding all issues needing their input such as Requests For Information (RFI), change proposals, submittals, etc.

Project Location & Familiarity

Oakley Collier Architects is located in Rocky Mount, NC, approximately 2 hours from Dare County. We have on-going work in Dare County and are familiar with the County's goals & objectives for projects.

selected experience

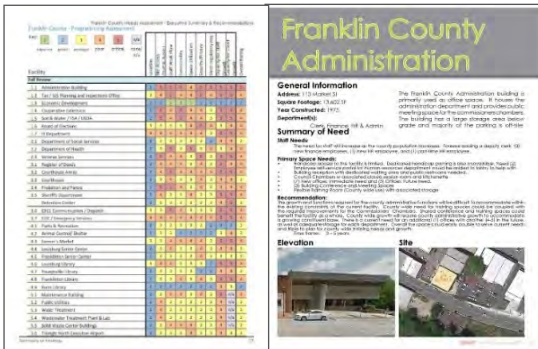


Rocky Mount City Hall Renovations, Rocky Mount, NC

- Included a space needs assessment for efficiency & functionality
- Renovation of 5-story City Hall in several separate projects each with 2 phases to allow for continuous operations

Client: City of Rocky Mount

Year: Under construction

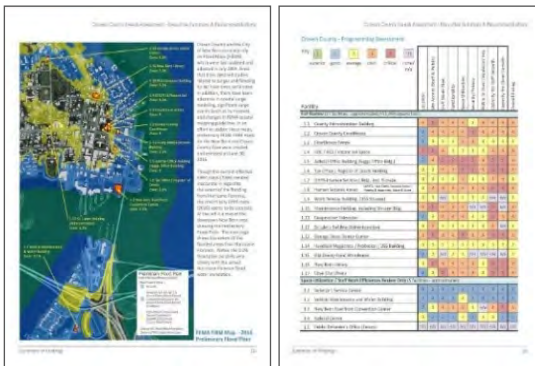


County-Wide Needs Assessment & Master Plan, Louisburg, NC

- Analysis of 31 departments, in 27 buildings with long-term strategy for future development of all capital improvements
- Facilities conditions assessment, 5- 20 year space needs projections, recommendations & cost estimates, options for future expansion and/or new construction

Client: Franklin County

Year: 2019



County-Wide Needs Assessment & Master Plan, New Bern, NC

- Assessment of existing conditions in 17 occupied buildings, 4 unoccupied buildings, & space utilization/staff work efficiency review for 5 buildings and/or departments
- Analysis of site circulation & wayfinding, space program summary & projected needs, diagrammatic layouts for expansion, & cost estimates

Client: Craven County

Year: 2018



Nelson Hall Room 1215 Renovation, Raleigh, NC

- 4-story building with classroom & administrative suites
- Renovation of former staff lounge into a director's office with shared student space & storage closet

Client: NC State University

Year: 2020

selected experience



Kure Beach Town Hall, Police, & Fire Department, Kure Beach, NC

- Phase 1: Feasibility Study
- Phase 2: Expansion of existing Town Hall, renovation of existing fire department for use by police department, construction of new fire department

Client: Town of Kure Beach
Year: 2019
Total Cost: \$4,461,415



Whiteville City Hall, Whiteville, NC

- Phase 1: Feasibility study & conceptual design
- Phase 2: Demolition of existing Town Hall & construction of new one

Client: City of Whiteville
Year: 2019
Total Cost: \$2,539,418



Edenton Police Station, Edenton, NC

- New police station to enhance & stabilize surrounding historic community
- Neighborhood-friendly force protection, internal layered access
- Office, armory, evidence storage, locker rooms, sally port, wellness room

Client: Town of Edenton
Year: 2017
Total Cost: \$1,877,554



New Bern Riverfront Convention Center Renovation New Bern, NC

- Renovation & repair of damages from hurricane Florence
- FEMA-funded
- 46,000 SF

Client: Craven County
Year: 2020
Total Cost: \$7,193,015



selected experience



- NC Division of Motor Vehicles Headquarters**, Rocky Mount NC
- Renovation & Fitup of former Hardees headquarters buildings
 - Campus of five buildings including 6-story office building
 - 139,000 GSF

Client: NC Division of Motor Vehicles
Year: In Progress
Total Cost: Not Available



North Carolina Division of Motor Vehicles



- Dare County DHHS Addition & Renovation**, Manteo, NC
- 6,400 SF addition with porches to connect 2 existing facilities
 - Floored upper lobby area adds 1,600 SF of usable space
 - OCA completed a feasibility study in addition to full design services

Client: Dare County
Year: In Progress
Total Cost: \$4,850,000 est.



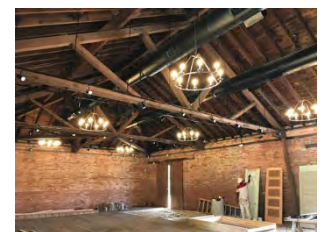
- Cannon Park Recreation Center**, Pinehurst, NC
- Gymnasium, large community room, kitchen, wellness room, arts & crafts room, administrative suite, connection to local greenway
 - 19,693 SF

Client: Village of Pinehurst
Year: 2019
Total Cost: \$4,285,299



- Elm City Train Depot Renovation & Conversion**, Elm City, NC
- Renovation of historic train depot into a community center
 - Large community meeting space, 2 classrooms, museum, catering kitchen
 - USDA funded

Client: Town of Elm City
Year: 2017
Total Cost: \$999,051



selected experience



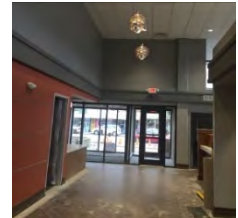
- Nash County Administration Building**, Nashville, NC
- Emergency Operations Center self-sufficient for 14 days in disaster
 - Tax, planning, register of deeds, finance, Council chambers
 - 3 stories & 100,000 square feet

Client: Nash County
Year: 2000
Total Cost: \$8,586,300



- Selma Town Hall Up-fit & Renovation**, Selma, NC
- Renovation of existing bank building to accommodate Town Admin
 - Offices, conference rooms, break room, open work space, new restrooms
 - New HVAC systems, landscaping, & finishes

Client: Town of Selma
Year: 2016
Total Cost: \$359,349



- Greenville Convention Center Renovation & Addition**, Greenville, NC
- 6 new breakout rooms, 2 seminar rooms, additional circulation, new restrooms, outdoor terrace, new audio/video system
 - 38,000 SF renovation; 11,000 SF addition
 - Design-Build project with TA Loving Contractors

Client: City of Greenville
Year: 2015
Total Cost: \$4,400,000



- Rocky Mount Event Center**, Rocky Mount, NC
- Venue for large public gatherings, sporting events, business & commercial use with flexible conference ctr & 5,000 seat arena with support spaces
 - Design-Build project with Barnhill Contracting
 - 150,000 SF

Client: City of Rocky Mount
Year: 2018
Total Cost: \$41,000,000



selected experience



County-Wide Master Plan, Carteret County, NC

- Comprehensive document that aids in budgeting, scheduling, & administering all major building renovation & new construction
- Accounts for County-wide population growth & specific population centers
- Assures projects are planned in conjunction with long term strategic vision

Client: Carteret County

Year: 2015

Total Cost: N/A



General Services Operations Center, Newport, NC

- 15,200 SF pre-engineered metal building with service bay, storage areas, training room, break room, lockers, offices for various County departments, reception desks, lobby, and large work room

Client: Carteret County

Year: 2018

Total Cost: \$2,300,405



Liberty Police Department, Liberty, NC

- New 5,624 SF police department with sally port, break/training room, patrol room with open work area, evidence room, interview and intox rooms, armory, uniform & gear storage, individual offices, records storage, and lobby

Client: Town of Liberty

Year: On Hold

Total Cost: \$1,187,227 est.



Southern Shores Facilities Conditions Assessment, Southern Shores, NC

- Full review of 5 buildings for the Town of Southern Shores
- Report includes analysis of existing conditions, systems, site, & wayfinding
- Assessment includes recommended improvements needed for 7 & 15 years

Client: Town of Southern Shores

Year: 2019

Total Cost: N/A

selected experience



Havelock City Hall, Havelock, NC

- New city hall with public meeting room, conference, judge's room
- Separate area with admin office including zoning, city manager & staff, HR, finance, code officers, & others
- 9,295 SF

Client: City of Havelock

Year: 2015

Total Cost: \$1,922,591



Emergency Operations Center, Greenville, NC

- Classroom/EOC, break room, conference, offices, large server room
- Reinforced structure, backup generators, and UPS systems
- 4,111 SF

Client: City of Greenville

Year: 2013

Total Cost: \$888,872



Nashville Town Hall, Nashville, NC

- 4,457 SF
- Houses Town Manager's office, Finance & Purchasing Department
- Includes Utilities, Planning, Customer Service, and conference rooms

Client: Town of Nashville

Year: 2009

Total Cost: \$634,714



River Bend Municipal Facility, River Bend, NC

- Initially part of a facilities needs analysis; 8,250 SF
- Large public meeting room, conference rooms, offices
- Town admin staff and police department

Client: Town of River Bend

Year: On hold

Total Cost: \$1,343,115 est.



selected experience



Nash County Feasibility Study, Nashville, NC

- Present & future needs of Courthouse, Sheriff's Dept, & Senior Center
- Also addressed parking required for current & future facilities
- Provided probable cost of work

Client: Nash County

Year: 2007

Total Cost: \$2,400,000 est.



Enfield Town Hall, Enfield, NC

- Adaptive reuse of a 1940s movie theater
- Mayor and staff offices
- Meeting room, computer room, restrooms

Client: Nash County

Year: 1995

Total Cost: \$500,000 est.



Nashville Fire Substation Feasibility Study, Nashville, NC

- Feasibility of a new Fire/EMS substation
- Study includes program summary, facility & site info, cost estimate
- 4 truck bays, admin offices, training room, kitchen, toilets, & storage

Client: Town of Nashville

Year: 2013

Total Cost: Not available



Weldon Library Feasibility Study, Weldon, NC

- Present & future needs of the Town's existing library facility
- Program summary will include size of spaces, possibility for expansion on site & possible new locations, & construction cost estimate

Client: Town of Weldon

Year: 2010

Total Cost: Study Only

selected experience



Harold D. Cooley Library & Council Chambers, Nashville, NC

- Conversion of retail building to library & Council chambers
- 6,013 SF of stacks, study rooms, periodicals, reading room, computers
- 2,500 SF Chamber for 100, council platform, closed-session room

Client: Town of Nashville
Year: 2008
Total Cost: \$495,679



Courthouse ADA Improvements & Renovation, Nashville, NC

- Renovation & upgrades to an 1860s era courthouse on National Register
- New handicapped accessible courtrooms & toilets
- Replaced HVAC systems & door hardware

Client: Nash County
Year: 2006
Total Cost: \$2,251,000



Washington County Courthouse Restoration, Plymouth, NC

- Complete exterior restoration of 1868 courthouse
- Interior modifications to courtrooms and offices
- Work performed in occupied facility

Client: Washington County
Year: 2002
Total Cost: \$280,900



North Carolina Appraisal Board, Raleigh, NC

- 3 story office building with board/hearing room, conference rooms
- Ground floor reserved for future growth
- 13,500 SF

Client: NC Appraisal Board
Year: 2006
Cost: \$1,777,003



selected experience



Elaney Wood Heritage Farmers' Market, Greene County, NC

- 10 open vendor bays, offices, meeting room, storage, public restrooms

- 4,800 SF

Client: Greene County

Year: 2012

Total Cost: \$450,949



Vance County Farmers' Market, Vance County, NC

- 18 vendor bays, concessions stand, storage, office, public restrooms

- 7,668 SF

Client: Vance County

Year: 2014

Total Cost: \$538,686



Farmers Market & Open Bay Addition, Rocky Mount, NC

- New construction within a historic district; 2nd building with open bays

- Open-air market with drive through bays

- 7,436 SF

Client: Nash County

Year: 2003

Total Cost: \$536,000



Sunset Avenue Maintenance Facility, Rocky Mount, NC

- 4,000 SF facility for the City's water department

- Maintenance shop, training room, offices

- Parts & equipment room, restrooms

Client: City of Rocky Mount

Year: 2003

Total Cost: \$406,987



selected experience



Rocky Mount Police Department Renovation, Rocky Mount, NC

- Replacement of reception/reports desk & parking control with new secure desk area & office space, new finishes
- 1,090 SF

Client: City of Rocky Mount

Year: 2008

Total Cost: \$103,555



Garysburg Town Hall/Police Station & Fire Station, Garysburg, NC

- 7,680 SF Town Hall & PD; 5,585 SF Fire Station
- Municipal Bldg: Admin offices, public meeting space, police department
- Fire Station: 3 truck bays, office, sleeping rooms, lounge/kitchen

Client: Town of Garysburg

Year: 2005 (Municipal Bldg); 2008 (Fire Station)

Total Cost: \$490,000 (Municipal Bldg);
\$517,312 (Fire Station)



Nash County Emergency Operations Center, Nashville, NC

- Lifeline for all Nash County emergency agencies
- Self-sufficient for minimum of 10 days in natural disaster
- 7,000 SF

Client: Nash County

Year: 2000

Total Cost: \$8,800,000 (part of Admin Building)



Seaboard Municipal/Police Building & Fire Department, Seaboard, NC

- New municipal bldg. with mtg room, police department, town admin
- New fire dept with truck bays, training rm, bedrooms, office, & kitchen
- 3,800 SF Municipal Bldg.; 5,290 SF Fire Department

Client: Town of Seaboard

Year: 2011 (Municipal & Fire Dept.)

Total Cost: \$494,880 (Municipal Bldg) /
\$604,891 (Fire Dept)

selected experience



Angier Town Hall & Police Department, Angier, NC

- 20,000 SF to house admin offices, council chambers, planning & zoning
- Also to include parks & rec department, police department
- Designed with anticipated growth in mind

Client: Town of Angier

Year: N/A

Total Cost: Est. \$8,000,000



Laurinburg City Hall & Police Department, Laurinburg, NC

- Study with options for new City Hall with attached Police Department, or addition to existing City Hall and new detached Police Department
- Public meeting room, offices, training room, sally port
- Separate entrances for City Hall & Police; 20,820 SF

Client: City of Laurinburg

Year: 2012

Total Cost: N/A



Nashville Police & Fire Department Renovation, Nashville, NC

- 3,000 SF interior renovation & 11,400 SF roof replacement
- Vacated space converted into sleeping rooms for Fire Department
- Spatial organization for easier access & secure, efficient work flow

Client: Town of Nashville

Year: 2007

Total Cost: \$214,000



Life Safety & Emergency Management Renov., Rocky Mount, NC

- Renovation of existing 1924 fire station with museum
- Life Safety & EM, Safety & Training, Fire Marshal, Life Safety Educator
- 6,513 SF

Client: City of Rocky Mount

Year: 2002

Total Cost: \$435,192



selected experience



Warren County Emergency Services Facility, Warrenton, NC

- New facility that includes EMS, Emergency Management, Emergency Operations, Back-up 911 PSAP, and Sheriff's substation
- USDA funded, Essential facility
- 14,313 SF

Client: Warren County

Year: 2019

Total Cost: \$3,028,000



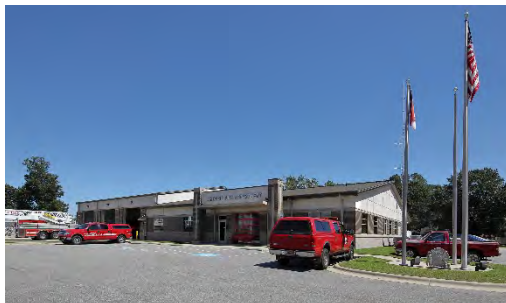
Rocky Mount Fire Stations #7 E911 & PSAP Upgrade, Rocky Mount, NC

- Renovation and upfit of an existing community room at the career-based Fire Station # 7 to accommodate a new E911 backup facility
- 9,473 SF renovation includes the addition of a server/rack room, applicable MEP upgrades, 6-7 new 911 dispatch stations, new backup generator, ATS, breakroom/ kitchenette

Client: City of Rocky Mount

Year: 2020

Total Cost: \$299,082



Ahoskie Fire Department, Ahoskie, NC

- 3 double truck bays, gear storage, office,
- 4 bedrooms, training/council room, kitchen/dayroom, library
- 12,640 SF

Client: Town of Ahoskie

Year: 2013

Total Cost: \$1,559,684



Nash County Emergency Services, Rocky Mount, NC

- 12,527 SF emergency operations center
- Storage, sleeping rooms, kitchen, day room, 911 telecom
- Fitness, utilities, laundry, multipurpose room

Client: Nash County

Year: 2011

Total Cost: \$1,284,464



selected experience



Rocky Mount Fire Station No. 8, Rocky Mount, NC

- 3 double truck bays, gear storage, offices
- 5 bedrooms, fitness, day room, kitchen, classrooms, dispatch room
- 13,153 SF

Client: City of Rocky Mount

Year: On hold

Total Cost: Project on hold



Havelock East End Fire Annex, Havelock, NC

- Addition to 3 bay fire station, after original Architect was terminated
- 4 sleep rooms, offices, wellness room, laundry, dayroom, & kitchen
- 3,795 SF

Client: City of Havelock

Year: 2013

Total Cost: \$557,338



Red Oak Fire Department, Red Oak, NC

- Includes 5 truck bays, multipurpose room, kitchen, day room
- 6 sleeping rooms, wellness room, gear storage, offices
- 18,811 SF

Client: Town of Red Oak

Year: 2010

Total Cost: \$1,728,631



Williamston Police Dept & Fire Station Addition, Williamston, NC

- Renovation of former retail facility for use by the police department
- Renovation and addition (3,600 SF) of existing fire station
- PD - 10,890 SF & FD - 13,065 GSF

Client: Town of Williamston

Year: Under Construction- Est. 2021

Total Cost: PD - \$2,055,550

FD - \$1,704,569



Oakley Collier Architects has provided 175+ projects for various municipal clients across the State of North Carolina in our 33-year history. **Approximately 85% of our projects include renovations and realignment of space.**

- **ABC Stores**, Goldrock, Spring Hope, Wilson & Rocky Mount, NC
- **Braswell Memorial Library**, Youth Services Renovation, Rocky Mount, NC
- **City of Greenville**
 - Emergency Operations Center
 - Convention Center Addition & Renovation
- **City of Havelock**
 - New City Hall
 - East End Fire Station Annex
- **City of Laurinburg**
 - City Hall & Police Department Feasibility Study, Laurinburg, NC
 - Recreation Center, Laurinburg, NC
- **City of Rocky Mount**
 - Judicial Center Study
 - Tar River Transit Renovation
 - Rocky Mount Event Center
 - City Hall 5th Floor Security Renovations
 - City Hall 2nd Floor Renovations
 - Developmental Services Renovation
 - Bus Station Renovations
 - Field Services Operations Center
 - Fire Station No. 4 Renovation
 - Fire Station No. 5 Renovation
 - South Rocky Mount Community Center Renovation
 - 911 Back-up Center
 - Fire Station No. 7 PSAP Renovation
 - Life Safety & Emergency Management Complex
 - Booker T Washington Window, HVAC, & Ceiling Renovations
 - Central Dispatch Operations
 - Fire Station No. 8 Preliminary Design
 - Parks & Recreation Maintenance Facility
 - Pole Yard Facility
 - Police Department Interior Renovations
 - Sunset Avenue Maintenance Facility
- **Town of Aberdeen**, Aberdeen Lake Park Recreation Facility, Aberdeen, NC
- **Town of Ahoskie**
 - Ahoskie Fire Station
 - Ahoskie Public Library
- **Town of Angier**
 - Angier Police Department Preliminary Design
 - Angier Town Hall Preliminary Design
- **Town of Edenton**, New Police Department, Edenton, NC
- **Town of Elm City**, Elm City Train Depot Renovation, Elm City, NC
- **Town of Enfield**, Enfield Town Hall Renovation, Enfield, NC

- **Town of Fuquay-Varina**, Fire Station #2, Fuquay Varina, NC
- **Town of Garner**, Park Enhancements, Garner, NC
- **Town of Garysburg**
 - New Fire Department
 - New Town Hall
- **Town of Kure Beach**
 - Town Hall & Police Department Renovations
 - New Fire Department
- **Town of Liberty**, Police Department, Liberty, NC
- **Town of Nashville**
 - Harold D. Cooley Library
 - Nashville Fire & Police Station Renovation/Reroofing
 - Nashville Multipurpose Building
 - New Town Hall
 - Fire Substation Feasibility Study
- **Town of Princeville**
 - Town Hall Construction Administration
 - Senior Center
 - Princeville Museum
- **Town of River Bend**
 - Facilities Study
 - Town Hall & Police Department
- **Town of Seaboard**
 - New Municipal Facility & Police Department
 - New Seaboard Volunteer Fire Department
- **Town of Selma**
 - Town Hall Feasibility Study
 - Town Hall Renovation & Fit-up
- **Town of Sharpsburg**, New Town Hall & Police Department, Sharpsburg, NC
- **Town of Southern Shores**, Facilities Condition Assessment, Southern Shores, NC
- **Town of Weldon**, Town Hall & Police Station Preliminary Design, Weldon, NC
- **Town of Whiteville**
 - City Hall Feasibility Study, Whiteville, NC
 - New Town Hall, Whiteville, NC
 - ABC Store, Whiteville, NC
- **Town of Williamston**
 - Public Safety Center Renovation & Fit-up, Williamston, NC
 - Fire Department Addition, Williamston, NC
 - Police Department Relocation, Williamston, NC
- **Town of Winterville**, Winterville Community Rural Fire Station, Winterville, NC
- **Carteret County**
 - General Services Operations Building, Newport, NC
 - County-wide Facilities Master Plan, Beaufort, NC
- **Chowan County**, County Office Building Concept, Edenton, NC
- **Craven County**
 - New Bern Riverfront Convention Center, New Bern, NC
 - Creekside Park Maintenance Building, Creekside, NC

- **Dare County**
 - DHHS Renovations & Addition, Manteo, NC
 - County-wide EMS Facilities Study, Manteo, NC
 - Communication Center, Manteo, NC
- **Edgecombe County**, County Admin Building Renovation, Tarboro, NC
- **Greene County**, Elaney Wood Heritage Farmers Market, Snow Hill, NC
- **Franklin County**
 - Central Library Expansion, Louisburg, NC
 - Franklin Plaza Fit-up, Louisburg, NC
 - Franklin County Test Fits, Louisburg, NC
 - County-wide Space Needs & Master Plan, Louisburg, NC
- **Nash County**
 - Historic Courthouse Renovations, Nashville, NC
 - Department of Social Services Office, Nashville, NC
 - Emergency Services Building, Rocky Mount, NC
 - Nash County Farmers' Market & Open-air Addition, Rocky Mount, NC
 - Home Health Office Renovation, Nashville, NC
 - Nash County Office Building, Nashville, NC
 - Senior Center Renovation, Nashville, NC
 - County-wide Space Utilization Study
 - New Storage Facility, Nashville, NC
 - Water Operations Center, Nashville, NC
 - Red Oak Volunteer Fire Department, Red Oak, NC
 - Salem Volunteer Fire Department, Salem, NC
 - West Mount Volunteer Fire Department, Rocky Mount, NC
- **Northampton County**
 - Conference Center, Northampton, NC
 - County Courthouse, Northampton, NC
 - Sewer Line Extension, Northampton, NC
- **Scotland County**
 - Laurel Hill Recreation Center, Laurinburg, NC
- **Vance County**
 - Vance County Farmers Market, Henderson, NC
 - County-wide Feasibility Study, Henderson, NC
 - Department of Social Services Feasibility Study, Henderson, NC
 - DSS Relocation, Henderson, NC
- **Warren County**, New Emergency Services Facility, Warrenton, NC
- **Washington County**
 - County Courthouse Renovations, Plymouth, NC
 - Library Renovations, Plymouth, NC
- **NC Appraisal Board**, New Office Building, Raleigh, NC
- **NC Department of Agriculture**, Bob Martin Eastern Agriculture Center Barn Unit 3, Williamston, NC
- **NC Department of Public Instruction**
 - Eastern NC School for Deaf, Woodard Hall Toilet Renovation, Wilson, NC
 - Eastern NC School for Deaf, Maintenance Garage, Wilson, NC
 - Eastern NC School for Deaf, Living/Learning Center, Wilson, NC
- **NC Department of Transportation**

- Maintenance & Office, Nashville, NC
- Warehouse Facility, Nashville, NC
- **US Federal Census Bureau**, Local Office Upfit, Rocky Mount, NC
- **US General Services Administration**, Local Social Security Administration Office, Rocky Mount, NC

Project References

We are pleased to provide the following references as examples of our current and past performance on similar projects. We encourage you to contact the reference provided as evidence of Oakley Collier's commitment to serve the Client.



Craven County
 Gene Hodges, Assistant County Manager
 mhodges@cravencountync.gov
 (252) 637-0526



City of Rocky Mount
 Michael Baughn, Property & Risk Division Manager
 michael.baughn@rockymountnc.gov
 (252) 972-1202



Franklin County
 Kim Denton, County Manager
 kdenton@franklincountync.us
 (919) 469-5994



Town of Princeville
 Dr. Glenda Knight, Town Manager
 gknight@townofprinceville.com
 (252) 823-1057

Testimonials

Oakley Collier Architects and our team members have successfully completed projects without major legal or technical problems.



“From initial design through every phase of construction, we were very pleased to have Oakley Collier on our team. **They exceeded our expectations.** When we sat down with Oakley Collier to design our new Science & Technology building, we had high hopes. We wanted a building that was highly functional, user-friendly, yet distinctive. We got everything we wanted in this project.”

Dr. Bill Carver, Former President
Nash Community College



“All architects interview and survey department leaders. The difference with Oakley Collier...**they actually listened.** We wanted to add to an existing building, and we wanted to make a dramatic statement since this would be the first impression for new students and visitors to our campus. Oakley Collier went above and beyond. In fact, on the day of occupancy, the State Building Inspector pulled me aside and told me this was one of the most impressive community college buildings he'd seen in his long and extensive career.”

Jim Turdici, Former VP of Business & Finance
College of the Albemarle



“I have not had a project [Nash Community College's Continuing Education & Public Safety Facility] that had **gone this smoothly from start to finish** in a very long time, and I always look forward to working on projects with the OCA team.”

Doug Edwards, Project Monitor
State Construction Office



“**Outstanding work and follow-up.** Thanks Bailey, your team has done a great job communicating, being responsive, and providing help per the users' request.”

Angkana Bode, Facilities Architect
NC State University
Re: Poe Hall Suite 528

Other Considerations

Sustainable Design

Oakley Collier Architects has three LEED® (Leadership in Energy & Environmental Design) Accredited Professionals on staff. Understanding LEED is an important step towards reducing environmental impacts and achieving superior economic performance. Determining the practicality of pursuing LEED certification must start in the beginning phases of all projects to ensure that the desired compliance can be achieved within the project boundaries. While we have completed many LEED compliant projects in our firm history, all of our projects incorporate high performance systems and sustainable features as a firm standard.

We have found that being efficient in all areas of the building (regardless of LEED certification) is **simply 'good design'** - and a strong plus for the project's long-term success. Our firm's core philosophy is that energy efficient & sustainable design is simply “good design” and an essential element



of all our projects. Sustainability is a key factor in designing not only efficient buildings, but also in being good stewards of our world's resources. We believe in designing projects that incorporate the use of natural lighting, reduced water usage, improved indoor air quality, and reduced site run-off.

Our team has the experience and the knowledge to deliver energy efficient, sustainable projects that provide the lowest total ownership costs and help preserve the natural environment for all to experience and enjoy.

HUB Participation

Oakley Collier Architects is a registered Small Business Enterprise (SBE), and is owned by Timothy D. Oakley, AIA, LEED® AP and Ann W. Collier, AIA, LEED® AP.

Stewart, Inc. is a the State of North Enterprise (MBE) with Carolina. Oakley Collier requiring structural engineering over the last 24 years because of the quality of their work.



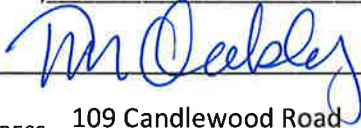
certified Historically Underutilized Business (HUB) with Carolina and a certified Minority-Owned Business the Cities of Raleigh, Charlotte, and Greensboro, North has teamed with Stewart on over 90% of our projects

Minority-owned, women-owned, and small business enterprises (collectively “M/W/SBE”) as well as other responsible vendors shall have a fair and reasonable opportunity to participate in business opportunities with Oakley Collier Architects. We do not discriminate against any person in regard to race, color, religion, age, national origin, sex, or disability; and will provide a full and fair opportunity for participation of M/W/SBEs in contracts.

RESPONDER'S CERTIFICATION FORM

I have carefully examined the Request for Qualifications, the sample Agreement for Design Consultant Services and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional design consultant services for Dare County in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

NAME OF FIRM: Oakley Collier Architects, PA
BY: (printed name) Timothy D Oakley
SIGNATURE: 
MAILING ADDRESS: 109 Candlewood Road
CITY/STATE/ZIP CODE: Rocky Mount, NC 27804
TELEPHONE NUMBER: 252-937-2500
FAX NUMBER: 252-214-6068

ACKNOWLEDGEMENT OF ADDENDA

Responder hereby acknowledges receipt of all Addenda through and including:

Addendum No.	Date	Acknowledgement
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

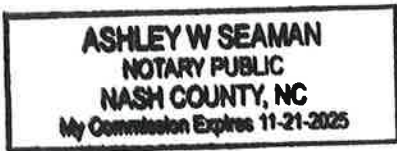
NON-COLLUSION AFFIDAVIT

State of North Carolina

Timothy D Oakley, being first duly sworn, deposes and says that:

- 1. He/She is the President (title) of Oakley Collier Architects, PA (firm's name), the responder that has submitted the attached response;
- 2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
- 3. Such response is genuine and is not a collusive or sham response;
- 4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Dare or any person interested in the proposed contract; and

Timothy D Oakley
 Signature
 President
 Title



NOTARIZE

Subscribed and sworn to before me,

This 28th day of May, 2021

Notary Public Ashley W Seaman

My Commission Expires: 11-21-2025

OCA | OAKLEY COLLIER ARCHITECTS

OAKLEY COLLIER ARCHITECTS 109 CANDLEWOOD RD ROCKY MOUNT, NC 27804 WWW.OAKLEYCOLLIER.COM

Professional Architectural, Engineering & Designing Services

(For Projects Not to Exceed \$50,000)



COVER LETTER	I.
RESPONDER'S FORM	III.
NON-COLLUSION AFFIDAVIT	IV.
FIRM PROFILE	1
PROJECT UNDERSTANDING	2
KEY STAFF + TEAM ORGANIZATION	3
QUALITY CONTROL AND PROCESS.....	13
PROJECT EXPERIENCE	15

DUE: JUNE 1, 2021

Proposal Contact: Angela Crawford Easterday, AIA, Principal
(E) acrawford@thinkboomerang.com (M) 919-280-5009
6131 Falls of Neuse Road, Suite 204, Raleigh, NC 27609



May 24, 2021

Dare County
Attn: Dustin Peele, Purchasing Agent
954 Marshall C. Collins Drive
Manteo, NC 27954

RE: Professional Architectural/Engineering/Designing Services
For Projects Not To Exceed \$50,000.

Dear Selection Committee:

We appreciate the opportunity to submit this letter of interest and statement of qualifications regarding your request to provide Architectural Design Services on an as needed basis for projects throughout Dare County.

Proven Expertise, Experience, Performance

Boomerang Design has a wealth of experience with projects for local public agencies; as a firm, we have completed over 400 projects for these institutions, extending across three quarters of North Carolina and half of South Carolina. We especially value our relationships in Dare County, though, which has spanned more than a decade and has involved work with Dare County Public Schools, Dare County, and College of The Albemarle. Our lead team members are currently working with Dare County on another building project, which we have enjoyed being a part

of, and we are appreciative of this opportunity to build a long-term relationship with the Dare community. This is just one of the reasons we have intentionally sought out this work, though – as our team also has extensive expertise and experience in assisting other entities with similar indefinite delivery services.

Leadership, Management, and Your Team

Your proposed team for this Architectural Design Services Agreement will be led by Principal-In-Charge, Angie Crawford Easterday who has 25 years of relevant experience. She will be directly supported by key personnel, Duane Hutchins, a firm associate who has 16 years of experience in project development and building information modeling (BIM); Associate, Steve Wilt, who brings another 30 years of experience and is focused on

quality assurance and making sure the project exceeds Dare County's expectations. Hannah Snarski will contribute where interior design is needed. Our current and on-going work in your county, allows our team to mobilize quickly and respond to a single or multiple and simultaneous assignments. Additionally, we are joined by knowledgeable consulting engineers who have worked in Dare County and on our team for our previous projects in Dare County.

On-Call and Open-End Design Experience

Our team has worked closely together on many similar open-end and on-call type contracts, and we understand that these types of agreements have their own unique challenges: from the diverse project types of each individual task assignment; to the often-tight design schedules and limited project resources;



to the need to coordinate with multiple user-groups, consultants and contractors. We have a proven record of working in close collaboration with Dare County inspections and similar agencies to successfully navigate our client's complex project goals.

We're currently working with higher education clients, public school districts, and municipal agencies in a similar as-needed capacity. Our experience also includes past open-end type contracts with the College of The Albemarle (which involved six task order assignments over multiple years, Johnston Community College (involving another 13 task order assignments), the City of Charlotte; and Davidson County Community College (involving 16 task order assignments) just to name a few.

Responsiveness and Ability to Prioritize Projects

From the inception to the completion of your projects, we will commit to an interactive design process that incorporates you, the design team, and the community

in whatever capacity you would like. Regardless of project size, this approach ensures that your team is focused on understanding your project needs and priorities and their priority is translating these expectations into the project design and construction.

Summary

We have organized our statement of qualifications to align with the format in your Request for Qualifications for ease in your review. Thank you again for this opportunity to submit our proposal for your consideration. We look forward to talking with you further about why Boomerang Design is highly motivated and qualified to engage in this work.

Respectfully submitted,
Boomerang DESIGN

Angela Crawford Easterday, AIA
Principal

40
YEARS OF SUSTAINED SERVICE

290+ **290+**
MUNICIPAL PROJECTS COMPLETED

74 **74**
OF NC'S 100 COUNTIES SERVED

85%
TOTAL REPEAT CLIENTS ANNUALLY

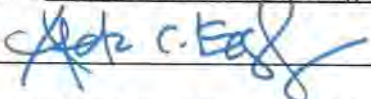
RESPONDER'S CERTIFICATION FORM

I have carefully examined the Request for Qualifications, the sample Agreement for Design Consultant Services and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional design consultant services for Dare County in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

NAME OF FIRM: Boomerang Design, PA

BY: (printed name) Angela Crawford Easterday, AIA, Principal

SIGNATURE: 

MAILING ADDRESS: 6131 Falls of Neuse Road, Suite 204

CITY/STATE/ZIP CODE: Raleigh, NC 27609

TELEPHONE NUMBER: (o) 919-573-6403; (m) 919-280-5009

FAX NUMBER: (919) 573-6495

ACKNOWLEDGEMENT OF ADDENDA

Responder hereby acknowledges receipt of all Addenda through and including:

Addendum No.	Date	Acknowledgement
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NON-COLLUSION AFFIDAVIT

State of North Carolina

Angela Crawford Easterday, being first duly sworn, deposes and says that:

1. He/She is the Principal (title) of Boomerang Design, PA (firm's name), the responder that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Dare or any person interested in the proposed contract; and

NOTARIZE



Angela C. Easterday
 Signature

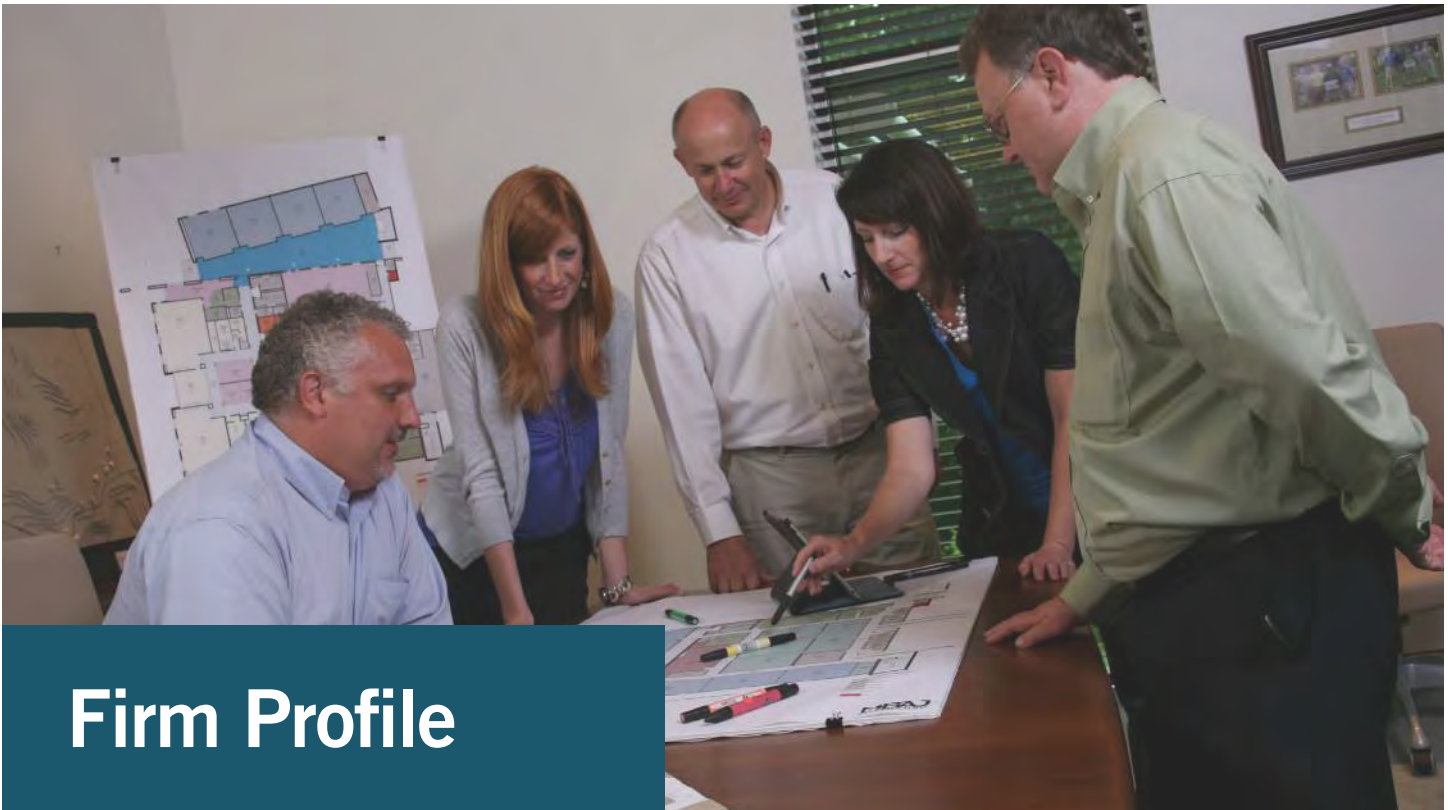
 Principal
 Title

Subscribed and sworn to before me,

This 25th day of May, 2021

Notary Public Renee W. Martin

My Commission Expires: 07/22/2022



Firm Profile

YEAR ESTABLISHED AND FORMER FIRM NAMES: Our firm began in 1981 as a sole proprietorship (James I. Martin, Architect), we grew over the years, and our name grew with us (from Martin/Bardsley; to Martin Bardsley Anthony, Architect; and Martin Boal Anthony & Johnson, Architects; and then finally to MBAJ). Now, with 40 years of experience, we have matured to Boomerang Design.

We remain proud of our roots as we continue to represent North Carolina as one of the few remaining mid-sized, locally-owned and operated architecture firms. Boomerang now includes a staff of 27 in three offices in North Carolina and a fourth office in South Carolina. Our Raleigh team has been proposed to manage your design services - they have extensive and recent experience with the County.

TYPES OF SERVICES FOR WHICH THE FIRM IS QUALIFIED: Our team's expertise and services are comprehensive. They range from pre-funding planning, to architectural and interior design, to facilities, construction administration, and post-occupancy evaluation.

Boomerang Design, PA

FIRM NAME, ADDRESS, TELEPHONE, FAX NUMBER, CONTACT PERSON AND E-MAIL ADDRESS:

Angela Crawford Easterday
 6131 Falls of Neuse Rd, Ste 204, Raleigh, NC
 P (919) 573-6400 F (919) 573-6495
 acrawford@thinkboomerang.com

NAMES OF PRINCIPLES OF THE FIRM AND STATES IN WHICH THEY ARE REGISTERED:

- Angela Crawford Easterday ● ○ ○ ○ ●
- G. Richard Brown ● ○ ○ ○ ●
- James S. Golightly ● ● ○ ○ ●
- O. Stanhope Anthony, III ● ● ○ ○ ●
- Robert B. Johnson, Jr. ● ● ● ○ ●

- NC Arch Registration Board
- WV Arch Registration Board
- SC Arch Registration Board
- National Council of Architecture Registration Board
- VA Arch Registration Board

Project Understanding

UNDERSTANDING OF SCOPE OF WORK / SERVICES

When it comes to providing AE services on an as needed basis, we know the projects can be varied in scale and complexity. Boomerang Design is a perfect fit because we excel in **PROBLEM SOLVING** whether it's a 300,000 s.f. new design or 3,000 s.f. renovation. Projects under \$50K usually have a tight schedule and because we are results oriented, we will commit what is needed to get the job done. We have extensive knowledge working with your local planning and code officials and can't emphasize enough how important an established relationship is, particularly with projects requiring a fast turn-around or creative solution. Furthermore, we understand the specialized requirements dealing with FEMA, federal and state funded grant projects, etc. In fact, we have over twenty projects utilizing federal funds such as USDA Grants and State and Local EDA funding. We know Dare County has challenges, from extreme weather demands, material availabilities, and limited contractor base. Our proven experience in your County can work for you as your project develops. A few proven examples involve the ongoing design and development of the Dare + COA campus building.

Some of these planned projects may be federally funded in whole or in part. Boomerang will therefore bring our considerable experience with grant funded projects to the design of your facilities. Indeed we've completed nearly twenty projects utilizing federal funds (including US Economic Development Administration Grants). As each project moves from planning and programming, to schematic design, into CD's and finally bidding and construction, we will adhere to all statutory or regulatory requirements and seek approvals from your County and all appropriate government agencies before any project action is taken.

JUST A FEW AGENCIES WE HAVE DIRECT EXPERIENCE WORKING WITH:

FEMA & COASTAL AREA MANAGEMENT

- College of the Albemarle
- First Flight High School
- Currituck Public Safety Building

U.S. ECONOMIC DEVELOPMENT ADMINISTRATION GRANT Surry County, Dobson, NC

- Workforce Development Center – New
- Davidson County Community College, Lexington, NC
- Transportation Technology Building – New
- Rowan-Cabarrus Community College, Salisbury, NC
- Allied Health / Building 600 – Addition and Renovations
- Gaston College, Dallas, NC
- Center for Advanced Manufacturing – New

U.S. DEPARTMENT OF AGRICULTURE

- Cleveland County Water Operations
- New Admin and Operations Center
- Lincoln Charter School, NC
- New Elementary School and HS Renovations

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT, DEPARTMENT OF ENERGY

- Lexington County, Lexington, SC
- Energy Auditing at Twelve County Buildings

GOLDEN LEAF GRANT

- Johnston County Economic Development Corporation,
- Workforce Development Center at JCC

QUALIFIED CONSTRUCTION BONDS FEDERAL GRANT

- Lexington City Schools, Lexington, NC
- Lexington Middle School – Addition and Renovations
- Southwest Elementary School – Addition and Renovations

QUALIFIED ZONE ACADEMY BONDS FEDERAL GRANT

- Orangeburg Consolidated School District Five, Orangeburg, SC
- Clark Middle School – Addition and Renovations
- Marshall Elementary School – Civil/Site Improvements
- Rivelon Elementary School – Addition and Renovations
- Howard Middle School – Addition and Renovations
- Technology Center – Addition and Renovations

RURAL DEVELOPMENT GRANT

- Johnston County Economic Development Corporation,
- Workforce Development Center at JCC
- Destination Cleveland County, Shelby, NC
- Don Gibson Theater – Renovations

Key Staff + Team Organization

ORGANIZATIONAL CHART



PRINCIPAL-IN-CHARGE

Angela Crawford Easterday AIA
boomerang DESIGN



PROJECT MANAGER

Duane Hutchins AIA
boomerang DESIGN



QUALITY ASSURANCE

Steve Wilt, AIA
boomerang DESIGN



INTERIORS

Hannah Snarski
boomerang DESIGN



AS-NEEDED DESIGN SUPPORT

Lizmarie Riveria, Bob Williams, Kendall Yount
boomerang DESIGN



ELECTRICAL DESIGNER

John Tomaszewski
PDC



STRUCTURAL ENGINEER

Jeff Morrison PE
Lynch Mykins WBE



CIVIL ENGINEER

Kim Hamby
P.E.
Timmons Group



MECH/PLUMBING ENGINEER

Steve Campbell
PE, LEED AP
PDC



LANDSCAPE ARCHITECT

David Johnson
PLA
Timmons Group

Key Staff + Team Organization

BOOMERANG DESIGN'S KEY STAFF RESUMES



Principal-In-Charge Angela Crawford Easterday AIA Principal at Boomerang Design

25 Yrs of Exp | 22 Yrs with Current Firm

Individual Background + Expertise

Angie is a Principal in Boomerang Design's Raleigh office and a valuable part of our leadership team. As a client of Angie's, your project will benefit from her 25 years of experience, which has included programming, planning, design and construction administration for projects of all sizes and complexity. Angie is especially committed to taking the time to listen to her clients and help them best plan for their current and future space needs. For this project with Dare County, she will be responsible for managing the overall design direction of your projects. As the Principal-In-Charge of more than 10 projects with Dare County, including the ongoing design and construction of the COA campus building, she will bring valuable insight to the project team.

Relevant Project Experience

Dare County, Manteo, NC

- New COA Campus Building
- 10+ School Projects

Currituck County, Barco, NC

- New Public Safety Building

Wake Technical Community College, Raleigh, NC

- New Public Safety Training Center

Onslow County, Jacksonville, NC

- New Government Building
- New Annex and Storage Building

Johnston Community College, Smithfield, NC

- New Public Safety Training Center

Orange County, Hillsboro, NC

- Emergency Operations Center Remediation and Renovations
- New Maintenance Building
- John Link Government Center Environmental Assessment
- Cedar Grove Community Center Renovations
- Cedar Grove Community Center
- Septic Upgrades



Location

Raleigh . NC



Registration

NC Board of Architecture
9248



Education

North Carolina State University
Master of Architecture

Texas A&M University
Bachelor of Environmental
Design

Key Staff + Team Organization

BOOMERANG DESIGN'S KEY STAFF RESUMES



Project Manager
Duane Hutchins AIA
Associate at Boomerang Design
16 Yrs of Exp | **10** Yrs with Current Firm

Individual Background + Expertise

In his role as Project Manager, Duane is devoted to facilitating projects from schematic design, design development, construction documents, bidding and into construction as he also serves as the project's construction administrator. This knowledge serves to transition the project seamlessly from the design phase through to the construction phase. Duane is an excellent communicator and he maintains strong relationships with architects, consultants, contractors, and project owners. This skill serves to unite the project team and keep them focused on the client's goals - making him a valuable asset to any design team. A select summary of his relevant municipal experience includes:

Relevant Project Experience

Dare County, Manteo, NC
New COA Campus Building


Lexington County, Lexington, SC
New Chapin Fire Station
New Lake Murray Fire Station


Wake Technical Community College,
Raleigh, NC
New Public Safety Training Center

City of Charlotte, NC
CMPD Facility Assessment + Master
Plan

Johnston Community College,
Smithfield, NC
New Public Safety Training Center
New Health Building

Southeastern Community College,
Whiteville, NC
New Health + Human Services
Building

 **Location**
Raleigh . NC

 **Registration**
NY Board of Architecture
043395

 **Education**
State University of NY at Alfred
Bachelor of Science in
Architectural Technology

Key Staff + Team Organization

BOOMERANG DESIGN'S KEY STAFF RESUMES



Quality Assurance & Specifications

Steve Wilt AIA

Associate at Boomerang Design

30 Yrs of Exp | **20** Yrs with Current Firm

Individual Background + Expertise

Steve is a detail person - the kind of person you want to make sure that the work being set forth is well thought out and potential problems/conflicts are dealt with before the first shovel is turned. Steve works hard to see that the drawings and specifications are well coordinated and easy to understand for the contractors, code officials, and team members. It makes sense he approaches every project in this fashion since his education is from Virginia Tech - a school noted for their grounded approach to architectural design and solution based training.

Relevant Project Experience

Currituck County, with College of The Albemarle
Regional Aviation and Technical Training Center
Currituck County,
Parks and Recreation, Currituck, NC
Softball and Baseball Fields with Concession and Press Facilities
Johnston County
Regional Airport, Smithfield
North Carolina Department of Transportation, Cumberland County, NC
Cumberland DMV/SHP Complex

North Carolina Division of Forest Resources,
Forestry Building, Henderson, NC
North Carolina Justice Academy, Salemburg, NC
Campus Dormitory A – Renovations
Onslow County,
Government Center – New
Orange County, NC
Cedar Grove Community Center – Renovations
Town of Princeton, NC
Town Hall – New



Location

Raleigh, NC



Registration

NC Board of Architecture



Education

Virginia Polytechnic Institute and State University
Bachelor of Architecture

Subconsultant Participation



DESCRIPTION OF THE KIND OF WORK THAT CAN BE SUBCONTRACTED:

Boomerang relies on our long-term relationships with civil and landscape, structural, and mechanical, electrical and plumbing engineering firms to supplement our architectural and interior design expertise. For this project with Dare County, we will be subcontracting these disciplines of work. Additional subcontracting opportunities may be available for specialized engineering firms (IT, Communications, Etc.) on an as-needed basis should they be required as the project scope becomes more defined.

WILLINGNESS TO AFFILIATE WITH DBE, MINORITY OR WOMEN-OWNED BUSINESSES (“M/WBE”):

Boomerang Design, strives to maximize minority and small business participation on each of our projects. We regularly team with experienced, knowledgeable consultants that we have developed strong working relationships with. It is our goal to provide our M/WBE consultants with opportunities that they can grow from and excel at.

IDENTIFY ANY SUB-CONTRACTIBLE WORK THAT COULD BE PERFORMED BY MINORITY FIRMS:

For this project with Dare County, we have partnered with a WBE firm,

Lynch Mykins to provide structural engineering services. Whenever practical and beneficial to your project, we will also subcontract with third tier M/WBE vendors to provide services such as small and large format printing, delivery services, etc.

NAME AND ADDRESS OF THE DBE AND M/WBE FIRMS THAT ARE ANTICIPATED TO PERFORM THE SUB-CONTRACTIBLE WORK:

Lynch Mykins Structural Engineers, PC
301 North West Street #105
Raleigh, NC 27603

Subconsultant Participation

OUTSIDE CONSULTANTS (SUB-CONSULTANTS) WHO WOULD BE INVOLVED TO PROVIDE SERVICES REQUIRED FOR YOUR PROJECTS



Structural Engineer
Jeff Morrison PE
Vice President at Lynch Mykins
22 Yrs of Exp | 22 Yrs with Current Firm

Individual Background + Expertise

Jeff will be dedicated to giving Dare County exceptional service. He will work closely with everyone involved to verify that the County's needs are being met in the most cost-effective and efficient ways possible. Since 1999, Jeff has successfully managed the construction documentation and construction administration of over 100 municipal projects. In fact, **he is currently working with the Boomerang team on a public safety project involving the design of a training complex at WTCC.** He has the knowledge and experience that you need to have a successful project.

Relevant Project Experience

Wake Technical Community College,
Raleigh NC
New Public Safety Training Center


City of Raleigh, NC
Police + Law Enforcement Training
City Fire Station Study + Assessment
Legacy Fire Station #12
Fire Services Upfit + Repairs
Fire Station #2 Renovation
Fire Station #5 Renovation
Fire Station #2 Assessment
Fire Station #5 Assessment

City of Durham, NC
Fire + EMS Station #17
Fire + EMS Station #18


Fayetteville Technical Community
College, Fayetteville, NC
Fire + Emergency Services Center

Town of St. James, NC
Fire + EMS Station

City of Apex, NC
Fire Station #6

 **Location**
Raleigh . NC

 **Registration**
NC Professional Engineer
27813

 **Education**
North Carolina State University
Master of Science
Civil Engineering
Old Dominion University
Bachelor of Science
Civil Engineering

Subconsultant Participation

OUTSIDE CONSULTANTS (SUB-CONSULTANTS) WHO WOULD BE INVOLVED TO PROVIDE SERVICES REQUIRED FOR THESE PROJECTS



Mechanical Engineer

Steve W. Campbell PE, LEED AP

President at Progressive Design Collaborative

28 Yrs of Exp | **28** Yrs with Current Firm

Individual Background + Expertise

Steve is a licensed Mechanical Engineer and point of contact for owners and the design team. As President of PDC, where he has worked for 28 years; he oversees and manages all staff to ensure project goals and schedules are maintained. Steve, and PDC as a whole, is one of Boomerang Design's most trusted engineering consultants. **Together, our firms have successfully completed more than 100 projects over the past two decades.** And currently, we're working on a new public safety building in Currituck County.

Relevant Project Experience

Currituck County, Barco, NC
New Public Safety Building

Onslow County, Jacksonville, NC
New Government Center
Onslow County 911/EMS Center
Detention Center – HVAC and
Electrical Upgrade

Town of Apex, NC
Apex Fire Station #2

Cumberland County, Fayetteville, NC
911 HVAC and Electrical Renovation
Sheriff's Training Facility
Law Enforcement Center Elevator
Replacement

Town of Morrisville, NC
New Police Station

Town of Fuquay-Varina, NC
New Police Station

Harnett County, Lillington, NC
New EMS, Fire Marshal and Highway
Patrol Office

State Highway Administration,
Greenville, NC

New Greenville State Highway Patrol
Building



Location

Raleigh . NC



Registration

NC Professional Engineer
025020

LEED Accredited Professional



Education

North Carolina State University
Bachelor of Science
Mechanical

Subconsultant Participation

OUTSIDE CONSULTANTS (SUB-CONSULTANTS) WHO WOULD BE INVOLVED TO PROVIDE SERVICES REQUIRED FOR THESE PROJECTS



Electrical Designer

John P. Tomaszewski

Director of Electrical Eng at Progressive Design Collaborative

35 Yrs of Exp | **24** Yrs with Current Firm

Individual Background + Expertise

With over 35 years of experience in the electrical engineering field; John's duties include the oversight of the Electrical Engineering department, the design and analysis of electrical systems, including fire alarm, intercom, sound, telephone, security, card access, co-generation, and data networking. Additionally, he performs code review, load calculations and equipment/fixture selection and specifications for commercial, institutional, and industrial buildings. **Like Steve, "John T." has been working with Boomerang for two decades now on over 100 projects including the new Currituck County Public Safety**

Relevant Project Experience

Currituck County, Barco, NC
New Public Safety Building

Onslow County, Jacksonville, NC
New Government Center

Onslow County 911/EMS Center
Detention Center – HVAC and
Electrical Upgrade

Town of Apex, NC
Apex Fire Station #2

Harnett County, Lillington, NC
New EMS, Fire Marshal and Highway
Patrol Office

Cumberland County, Fayetteville, NC
911 HVAC and Electrical Renovation
Law Enforcement Center Elevator
Replacement

Town of Morrisville, NC
New Police Station

Town of Fuquay-Varina, NC
New Police Station

Edgecombe County, Tarboro, NC
EMS Building



Location

Raleigh . NC



Registration

Not Applicable



Education

University of Alabama
Electrical Engineering

NY City Technical College
Civil Engineering Technology

Augusta Technical Institute
AutoCAD Training

Subconsultant Participation

Kim Hamby, PE

CIVIL ENGINEER / PROJECT MANAGER

Overview

Kim has over two decades of engineering planning and design experience. As a result, she possesses extensive knowledge of the design and permitting processes for stormwater management, erosion control, water, sanitary sewer, and roadway improvements. Through work in these areas, she has developed an excellent working relationship with the local planning departments and permitting agencies at the state and local level. She works closely with the review engineers for the counties and municipalities to evaluate the required computer analyses she prepares for the projects. As project manager, she prepares budgets and proposals for projects, manages the timelines for project submittals, and works closely with the clients and permitting agencies. She assists in the coordination of survey work from initial topographical survey work to stake out and as-built data collection.

Kim has designed dozens of projects within Dare and Currituck County, NC.

Select Project Experience

- **Public Safety Center, Currituck County, NC**

Currituck County's new Public Safety Center located in Barco, North Carolina consisted of the construction of an approx. 47,600SF building to serve as the County Public Safety Center. The project included the colocation of the multiple public safety departments including the 911 call center as well as educational space for College of the Albemarle's Public Safety Program. The building will also serve as the County's Emergency Operation Center when necessary. There was an approximately 13,800SF pre-engineered metal building for various storage and training needs to support the departments. Design included stormwater management, two sewer pump stations, sewer force main, watermain extension and landscaping.

- **Dare County Animal Shelter, Dare County, NC**

Timmons Group performed design services for the new Dare County Animal Shelter located in Manteo, NC. Design included grading and drainage design, watermain extension and LPP septic system design.

- **College of the Albemarle – New Academic Building, Dare County Campus**

Dare County and College of the Albemarle are replacing existing structures that were once part of the local, public school system with a new 36,500 sf academic building. The new building is being constructed on the same site as the COA Professional Arts facility in Manteo. Timmons Group has survey work and civil and landscape design. Design includes demolition plans, parking lots, pedestrian circulation, outdoor amphitheater and gathering plaza, fire and domestic water services, a sewer main extension, and stormwater and erosion control. This is a Construction Management at Risk project. The design team was chosen by the county and the CM at Risk was solicited based on 35% complete design plans. Construction on the project began in October 2020.

Prior Firm Experience:

- Dare Tyrell RECC and Dare County EOC, Dare County, NC
- Martin County Regional 911 Center and EOC, Martin County, NC
- Knotts Island Volunteer Fire Department, Currituck County, NC
- South Camden Volunteer Fire Department, Camden County, NC



Education

- Associate of Applied Science, Drafting and Design Technology, College of Albemarle, 1989

Registration

- Professional Engineer, NC

Experience

- 27 Years



Subconsultant Participation

David Johnson, PLA

LANDSCAPE ARCHITECT

Overview

David is a landscape architect with over two decades of experience coordinating a variety of project types, design development, site/master planning, planting design and construction documentation/specifications for municipal, residential and commercial properties. He excels at creating spaces that merge aesthetics and functionality. He has experience designing projects at a variety of scales ranging from master planning to fine detailing of courtyards.

Select Project Experience

Currituck County - Public Safety Center Design Build Services, Currituck County, NC
Currituck County's new Public Safety Center located in Barco, North Carolina consisted of the construction of an approx. 47,600SF building to serve as the County Public Safety Center. In addition to site engineering, landscape architecture services were provided. Design services included code minimum landscaping to satisfy county requirements and entry plaza landscaping. Proposed plantings included native varieties for increased longevity and ease of maintenance..

Dare County College of the Albemarle Campus, Dare County, NC

Landscape Architect. Plaza design and landscape architecture services were provided for The College of the Albemarle Dare County Campus in Manteo, North Carolina. The project consists of the demolition of existing facilities and construction of a new Administration and Classroom Building. Design services included a new Entry Plaza at the front of the new building, as well as a new Central Courtyard Plaza at the rear of the new building. The Central Courtyard Plaza will serve as an extension of the Administration and Classroom Building, provide outdoor gathering areas for students, and provide additional pedestrian access between on-site facilities. Landscape services included code minimum plantings for the overall site, as well as enhanced plantings for the new building's Entry Plaza and Central Courtyard Plaza.

Grandy Solar Farm, Currituck County, NC

Landscape Architect. Landscape services were provided for a 120-acre site in the Grandy area of Currituck County, North Carolina. Originally utilized as a golf course, the site was converted into a solar farm. The landscaping was provided to satisfy county landscape requirements, as well as to integrate vegetative buffers along the perimeter of the site where adjacent residential properties were present. Low growing native plants, grasses and perennials that would not grow taller than the solar panels and could be maintained easily were included in the plant schedule..

Virginia Tech Foundation Agricultural Research and Extension Center, Hampton, VA

Landscape Architect. A proposed 3-story, 22,400 sf pedestal building with parking underneath to provide facilities for the Virginia Seafood Agricultural Research and Extension Center by the Virginia Tech Foundation. Landscape services were included to address city code requirements, but were also proposed to provide added aesthetics on the site. The project is located in downtown Hampton, and is intended to serve as an initial step in the revitalization of the waterfront in downtown Hampton.



Education

- Bachelor of Science, Landscape Architecture, University of Kentucky, 1999

Registration

- Landscape Architect, VA

Experience

- 20 Years

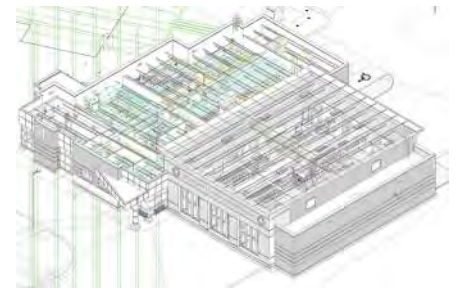
Affiliation

- Virginia Association of Landscape Architects
- American Society of Landscape Architects



Quality Control & Process

OVERVIEW



Boomerang Design has a Quality Control System that flows seamlessly as an effective tool throughout the life of a client's project leading and supporting the project process from conception to completion.

Kick-Off + Team Meetings – Our face-to-face meetings at the beginning, middle, and end of each phase of work include all of the design team members. Client project management and maintenance teams are invited to attend these meetings.

Field Investigation – We require each member of the Project Team to become intimately familiar with each building and site particulars. They are encouraged to perform on-site document reviews at the completion of each phase of the project.

Clients can be assured that individual team members take the time necessary for proper investigation as design solutions are developed, quality results are achieved in the field, and surprises

upon occupancy are minimized.

Project Manager + Principal Leadership – Throughout the project, a designated Boomerang Design Associate is the Project Manager and the primary contact. They are further supported by a Principal-In-Charge, who will be performing document coordination reviews at key stages.

Additionally, a **Boomerang Design Quality Assurance Lead**, acting as a second pair of eyes, performs a detailed check on coordination of trades and coordination between the plans and the specifications. This review serves to prevent construction-related problems and to minimize opportunities for change orders.

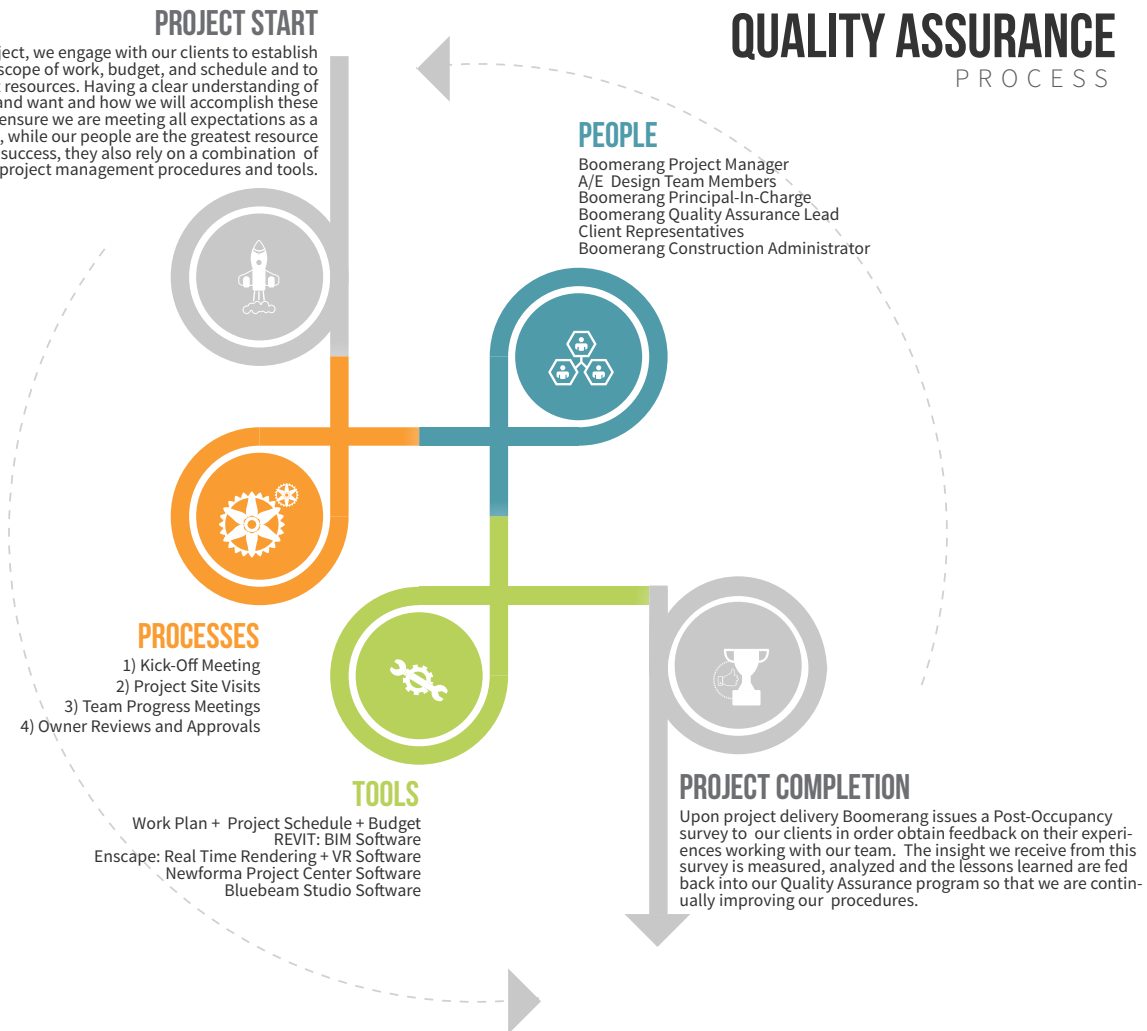
Construction Administrator Reviews Boomerang Design's Construction Administrator, a member of the Project Team, performs constructability reviews throughout the project and conducts on-site document reviews at the end of each design phase. This extra

effort, in addition to the Project Team's normal exploratory visits, enhances the Team's ability to ensure accuracy and thoroughness of the documents produced at Boomerang Design.

Minimizing Change Orders – As a team, we understand that quick and clear communication between the Architect, the GC, and the Owner is important throughout construction. We aim to resolve an issue prior to it becoming a claim or change order. To do this we first look to utilizing off-setting deducts, built-in allowances, and contingencies -- only issuing a change order as a last solution.

Project Management Tools – At Boomerang Design, we use Newforma Project Center and Bluebeam Studio software to maintain our project data, manage the flow of information to all team members, and track a project's progress from inception through construction to completion.

Quality Control & Process (CONTINUED)



Newforma integrates with Outlook, building information modeling software, and construction administration practices -- increasing transparency, decreasing risk, and improving project delivery. Similarly, Bluebeam Studio allows for real-time collaboration with our design team and clients. Used together, these tools make for a better end result - effectively keeping projects on time and within budget.

With our Building Information Modeling (Autodesk Revit software), Boomerang is able to create a three-dimensional, real-time, dynamic building model that allows our collective team to effectively manage the wealth of project

information - aesthetics, materials, costs, energy, etc., in order to provide a clear, up-to-date representation of the project, track the building's progress, and in the end, provide our clients with a digital record of the final product for on-going building support.

Cost Control and Scheduling

Tools – For each project awarded, Boomerang will create a Milestone Schedule. This becomes a tool for reviewing progress and tracking the time implications of important milestone dates and decision-making deadlines. The early development of this schedule is key to the Project Team successfully meeting the time

constraints of each project. We have also found that cost control goes hand-in-hand with proactive schedule management. We have several methods we therefore rely on to maximize cost control success. We begin with a focused review of internal databases for recently bid projects of similar size, scope, and location; we also engage an independent cost-estimating firm (familiar with the project type and market location) to develop a detailed line item cost estimate at the conclusion of each phase; and then we will conduct a poll vendors and local contractors to verify the accuracy of the first two techniques.

Related Experience

SIMILAR SCOPE



In 2015, Boomerang Design began working with the Town of Stallings to assess a number of the municipal departments and buildings and determine the need to renovate, expand, or replace these facilities. Notably, the study involved an investigation of the Town's existing Civic Center. Boomerang Design worked with the building users to assess the current Civic Center building, determine the administration's current and future space needs, and conduct a comprehensive site analysis encompassing adjacent parcels of land. Three schemes, varying from new construction to a combination of additions and renovations were

explored, and presented along with opinions of probable cost, conceptual layouts, and 3-D imagery. Following the study, the Town chose to construct a new Town Hall and a new Public Works Building located in the same complex as the existing Civic Center.

Concurrent with the study, Boomerang worked with the Town to renovate the Stallings Police Department. Focused on enhancing the security and improving the flow of the department, the design team reconfigured the main lobby space, adding a new reception desk and casework, new ballistic window treatments and a mechanical fire shutter.

Project Title and Location:

Town Hall and Public Works Annex
Stallings, North Carolina

Project Owner Reference:

Town of Stallings
Erinn Nichols, Deputy Town Manager
(p) 704-821-0313
(e) enichols@stallingsnc.org

Project Duration:

Town Hall Complex: 11/2017 - 3/2020

Police Station: 12/2016 - 12/2017

Project Cost:

Town Hall Complex: \$3,088,729.47

Police Station: \$131,062

Related Experience

SIMILAR SCOPE AND SIZE



The David B. Waymer Sr. Recreation Center was constructed in 1957 as a gym, band and agriculture addition to the historic Huntersville High School (founded in 1937) and later re-named Torrence-Lytle High School. The gym building was eventually re-purposed for use as a recreation center for the Town of Huntersville, but then fell into disrepair and was most recently being used by Mecklenburg County as a storage space. Because of its historical and architectural significance it is listed on the National Register of Historic Places. So when the County was weighing the prospect of demolishing the property,

the community appealed to instead repair and restore the building to a functioning recreation center.

Boomerang worked with the County to conduct a facility assessment and engage the community in an in-depth planning, programming and visioning effort to determine the direction of improvements and renovations to the Recreation Center. During design, our team prioritized renovating all physical conditions while restoring the interior; creating space for multi-generational wellness programs; and exercising good stewardship in the restoration of this historic building.

Project Title and Location:

David B. Waymer Recreation Center
Huntersville, NC

Project Owner Reference:

Mecklenburg County Parks & Rec
Peter Wasmer, Asset & Facility Mgmt
(p) 704-277-8115
(e) peter.wasmer@mecklenburgcountync.gov

Project Duration:

10/2017 - 3/2020

Project Cost:

\$2,138,469

Related Experience

SIMILAR SCOPE AND SIZE



Bookstore at Regional Aviation and Technical Training Center



Bookstore Renovations



Student Center Renovations



Student Center Renovations

Boomerang Design has been working with College of The Albemarle (COA) since 2001, initially with their Facility Assessment and Master Plan. Since then, we have worked with them on new construction projects, as well as additional facility planning and renovation projects. Our On-Call Design Services Agreement has included six tasks encompassing the following:

- ADA accessible renovations
- General finish upgrades
- Energy efficiency and life safety upgrades
- HVAC upgrades
- Renovate former Manteo Middle School into classrooms and laboratories for COA
- Stormwater assessment
- Signage study
- Renovation of Roanoke Island Library
- New Roanoke Island Campus Master Plan
- 10-Year Campus Master Plan for all facilities

PROJECT NAME

On-Call Design Services Agreement

PROJECT OWNER/LOCATION

College of The Albemarle
Manteo, North Carolina

REFERENCE:

Dr. Kandi Deitemeyer, President
Central Piedmont Community College
(Formerly at College of The Albemarle)
(e) Kandi.Deitemeyer@cpcc.edu
(p) 704-330-6566

Dr. Bagwell
(e) President@Albemarle.edu
(p) 252-335-0821 ext.2234

Related Experience

SIMILAR SCOPE AND SIZE

DALLAS LIBRARY – SCOPE DOCUMENT

Reference: Meeting at Dallas Branch Library on October 2, 2019

Attendees: Ray Maxwell, Gaston County
Sara Gilbert-Kay, Gaston County
Stan Anthony, Boomerang
Rob Buckanavage, Boomerang

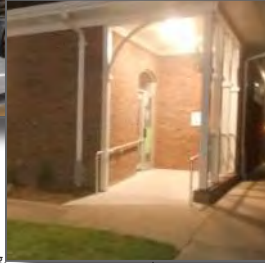
Scope of Work:

Exterior:

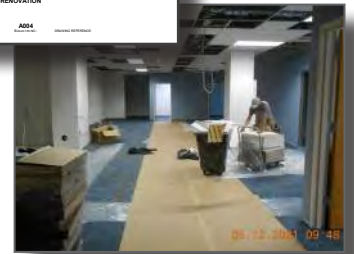
- Replace the concrete ramps to both entrances to the building.
- Relocate or create an accessible path to the after-hours book return.
- Replace rotting gutter fascia boards.
- Paint all exterior trim.
- Replace exterior light fixtures with new LED fixtures.
- Add guardrail along planter that forms wall of stair at the rear of the building.
- Remove bushes along east side of building along walkway and provide new landscaping. Owner to confirm if they have a preferred Landscape Architect.
- Owner to determine if accessible parking spaces and curb cuts are the responsibility of the County or State.

Interior:

- Renovate and expand (if necessary) existing toilet rooms. Provide all new finishes. Soap dispensers to be Owner provided, Contractor installed.
- Remove existing circulation desk and replace with a new circulation desk that incorporates a book return.
- Create a gypsum board bulkhead over the circulation desk.
- Provide/replace existing signage with ADA compliant signage.
- Replace drinking fountain with new ADA compliant drinking fountain.
- Revise stacks layout to provide an accessible path. Look at removing a section of stack at the end of every other aisle. Stacks are anchored to wall only and free-standing stacks may require overhead bracing.
- Remove fabric wall finish and replace with a more suitable tackable wall surface.
- Remove tack strips from walls. Provide tack strips in select areas only.
- Repaint all walls and existing brick.
- Replace existing carpet with new carpet tile.
- Replace all light fixtures with LED fixtures.



GC Finance Office - Work in progress



In 2019 Boomerang Design was hired by Gaston County to work with the county on miscellaneous projects as they arose. Because of the good working relationship and responsiveness our contract was extended into 2020/2021. The work to date has included:

Dallas Branch Library

- ADA Improvements
- Deferred maintenance items
- Improved lighting (LEDs)
- Finish Upgrades

Gaston County Finance & Planning Office Renovations

- Scoping out major expansion options
- Minor renovations
- HVAC, Electrical, and Sprinkler Improvements

Cherryville Road GEMS

- Schematic Planning for expansion
- Opinion of Probable Cost

PROJECT NAME

On-Call Design Services Agreement

PROJECT OWNER/LOCATION

Gaston County

Gastonia, North Carolina

REFERENCE:

Mr. Ray Maxwell, PE, Director
Gaston County Public Works
Department
325 Dr. Martin Luther King Jr. Way
Suite 1051, Gastonia, NC 28052
(p) 704-862-7504
(e) ray.maxwell@gastongov.com

Related Experience

SIMILAR SCOPE AND SIZE



Workforce Development Center



Art Gallery Renovations



Learning Resource Center



3-D Imaging (Learning Resource Center)

Over the past ten years, Boomerang has worked with Johnston Community College (JCC) on the planning, renovations, and new construction of campus facilities. This work has encompassed four new buildings, seven renovation projects, pre-planning for six projects, and facility assessment services for all campuses. These tasks have encompassed:

- ADA accessible renovations
- Planning for renovation of virtual hospital
- Planning for Early College High School modulares
- Parking lot improvements
- General finish upgrades
- Energy efficiency and life safety upgrades
- HVAC upgrades
- Renovation of shop/classroom spaces for laboratories
- Preparation and design of planning and marketing materials for donor campaigns including 3D imaging and brick donor programs

PROJECT NAME

On-Call Design Services Agreement

PROJECT OWNER/LOCATION

Johnston Community College
Smithfield, North Carolina

REFERENCE:

Michael Massey, Maintenance Dir
Johnston Community College
(e) mtmassey@johnstoncc.edu
(p) 919-209-2087

Other Experience



The new 48,000 SF, two-story Currituck Public Safety Center will centralize the County's emergency services and improve the emergency response capabilities. The Center contains critical communications for the County's 911, Emergency Operations Center, Emergency Management, Emergency Medical Services, Highway Patrol, and Sheriff's Departments, and will serve as an education facility for College of The Albemarle. The building design was therefore carefully planned for daily use by the community while also restricting public access to secure operations. The design team took the opportunity to capitalize on the College's flexible and large open spaces in the building, which have been designed to transition into Emergency Operations with bunk rooms and kitchen space located nearby for complete EOC functions. Future plans for the facility incorporate the addition of an on-site fire station component.

The design schedule was aggressive for the complexity of this project (7 months from design to "bidding") the Owner therefore chose the Design-Build method and our collective team deliberated closely on a series of design assist meetings to ensure timely delivery.

Project Name + Location

Currituck Public Safety Complex
125 College Way, Barco, NC 27917
Currituck County, NC

Owner Contact Information:

Ben Stikeleather, County Manager
153 Courthouse Rd, Ste 204
Currituck, NC 27929
(p) 252-232-2075
(e) Ben.Stikeleather@currituckcountync.gov

Project Manager:

Angela Crawford Easterday, AIA

The Project Numbers

Const'n Value: \$20m (GMP)
Change Orders: None / NA
Completion Date: Summer 2021
(Projected)

Related Experience



Boomerang has been involved in the design of many public buildings for various cities, counties and towns throughout the Carolinas and we have learned that flexibility is the key to designing civic buildings that work now and continue to work for many years. The buildings we have designed have to adapt as needs change, departments change, and modus operandi change.

For example, the Onslow County Government Center functions on a daily basis as a “One Stop” center for the majority of the County’s administrative functions. The building was designed with those areas accessed the most by the public on the ground floor, we also provided for flexible areas on this level for when service lines grow long. And, as you rise in the building, the upper floors contain the County departments that require less public interface.

The Currituck Public Safety Center, which Boomerang Design is currently working on with Design/Build Contractor Sussex, is another facility that keeps flexibility in mind. On any given day, the facility functions as a college education building and a secured county office building. However, both the Currituck Public Safety Center and the Onslow County Government Center also serve as Emergency Operations Centers (EOCs) that house a command center with back-up generators and kitchens to accommodate large numbers of employees; they feature technology and audio visual systems to support the EOC, and in the Currituck Facility, there are also sleeping quarters. **The design of these types of public facilities require the we understand the evolution of the buildings’ usage and also that spaces which have been tailored for only one function can quickly become dated and may not be fiscally responsible in the long-term.**



DARE COUNTY

Request for Qualifications – Professional Design
Services for Projects Less Than \$50,000

June 1, 2021

June 1, 2021

Dare County—Purchasing Agent
ATTN: Dustin Peele
954 Marshal C. Collins Drive
Manteo, NC 27954

409 Evan Street, Suite C
Greenville, NC 27858
P: 252.329.0119

RE: Request for Qualifications Professional Architectural/Engineering/Designing Services For Projects Not to Exceed \$50,000

Dear Mr. Peele and Members of the Selection Committee,

It is my pleasure to submit the design team of MHAworks, Ark Engineering, RPA Engineering, and Engineering Source of NC for consideration for the Professional Design Services Not to Exceed \$50,000 for Dare County project. Our team is well suited for your project based on the following:

We are committed to Eastern North Carolina. Our Greenville office has been designing spaces in Eastern North Carolina for close to 20 years. The eastern part of the state is where we live, work, and play. We are committed to the agencies, divisions, and municipalities that are part of the fabric of our communities. MHAworks is familiar with local development ordinances and codes, and understands the importance of regional consultant talent.

We have a long history of working with North Carolina municipalities, as we have worked with more than 30 across the state. We have also completed more than 200 projects for the state, many of which have been for public works departments, and we are currently working on six municipal projects.

We offer a wide range of services and have project experience ranging from small to large. We take a hands-on approach to our projects, analyzing the project to find deficiencies and develop unique solutions. Our analysis will establish a hierarchy of what needs to be done and what can be done within each of your projects' budget and schedule.

We have a talented staff that includes 45 architects, designers, and administrative support personnel. Your projects will be managed and serviced exclusively from our Greenville office; however, should your schedule require additional staff for multiple concurrent projects, we also have offices located in Durham and Asheville that are prepared to provide production support.

We are here to listen and help. MHAworks wants to be your partner. Our role is to listen to your wants and needs, and then carefully create solutions to accomplish those within the constraints of the project site, timeline, and budget. We are excited about the possibility to work with Dare County and would welcome the opportunity to discuss your project and our qualifications in further detail.

Sincerely,



Matthew Johnson, MArch, AIA, NCARB
MHAworks Director of Greenville Office
252.329.0119 | mjohnson@mhaworks.com

Firm Profile

MHAWorks' philosophy is simple—we put our clients first. This has proven successful for more than 30 years.

Founded in 1988, MHAWorks is a progressive architecture firm with offices in Greenville, Durham, and Asheville and is legally qualified to offer and practice professional design services in the state of North Carolina. Our professional license number with the North Carolina Board of Architecture Registration is 50455 and our Unique Entity Identifier (UEI) number is 61-512-4880.

We have been providing architecture, interior design, and planning services under the name MHAWorks, PA for the past 16 years. Our firm's previous business name prior to February of 2005 was Michael Hining Architects.

The principals of our firm are:

- **Michael J Hining, AIA, NCARB**
Founder & Senior Principal
Years of experience: 38
- **Barry Hill, AIA**
Senior Vice-President & Senior Principal
Years of experience: 34
- **Brian A Maxwell, RA**
President & Principal
Years of experience: 29
- **George Hining**
Business Development & Marketing Director & Principal | Years of experience: 14

Having more than 80 percent of our clients offer repeat business opportunities, MHAWorks sees our commitment to excellence and collaboration with our clients as the pathway to successful projects. The strength of our team at MHAWorks is supported by years of experience within the field of architecture and interior design. We approach each project with a commitment to adherence to the specifics of our client's site, program, functional, financial, and aesthetic criteria.

As a company we are committed to excellence in all that we do – especially when it comes to providing superior service. **Our clients know they can call on us to complete anything from moving a door to designing a new building and that we will treat each project with equal importance and with a great sense of urgency.**

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) & MINORITY PARTNERSHIPS

MHAWorks heavily supports HUB partnerships to promote minority firm businesses. The goal with this contract, as with any other, is to provide the most efficient solutions to our client's request, all the while considering and implementing the collaboration of HUB.

YEAR FOUNDED:
1988

OFFICE LOCATIONS:
Asheville
Durham
Greenville

NUMBER OF STAFF
45

NC REGISTRATION
#50455

MHAworks goes above and beyond in our support of minorities in the design industry, as we also maintain an in-house database to stay current on opportunities for collaboration with minority-owned businesses and HUB. We have cultivated highly effective and enjoyable working relationships with minority firms across the state and always welcome new opportunities to further develop those relationships.

We hold regular office tours and presentations to introduce our youth to the industry, and we also provide internships and mentorships. We also work on several local workforce and economic development advisory boards, where we focus on initiatives to get disadvantaged youth engaged, educated, and placed in full-time positions within the architectural industry.

OUR SERVICES

MHAworks' experience, combined with a collaborative design approach with our clients, provides a strong foundation for our services:

- Architecture & Interior Design
- Americans with Disabilities Act (ADA) Assessment
- Building Utilization Assessment
- Code Compliance
- Construction Administration
- Design Visualization
- Energy Efficient Design
- Facility Condition Assessment
- Feasibility Studies / Analysis
- Master Planning
- Site Analysis / Programming
- Space Management Analysis

CLIENT REFERENCES

Our clients cite our ability to accurately estimate and maintain their project budgets and schedules as prime reasons for our longstanding working relationships.

The following are a few references that will attest to our capabilities:

- East Carolina University | Gina Shoemaker | 252.328.6858
- NC Department of Transportation (NCDOT) | David Varel | 919.707.4543
- Bertie County | Juan Vaughan II | 252.794.5300

Municipal and Government Experience

We understand your scope and specialize projects of this scale and nature. The following is a sample of our previous North Carolina State entities and local municipalities projects through the years.

- **Alamance County**
 - City of Burlington Elmira Community Center
 - City of Graham New Recreation Center for Parks & Recreation
- **Bertie County**
 - Library and NC Cooperative Extension Office
- **Buncombe County**
 - Asheville City Hall Historic Elevator Modernization
 - Child Care Services Building
 - Western North Carolinas Farmers Market
 - Weaverville, NC Municipal Building
- **Chatham County**
 - Emergency Operations Center
- **Durham County**
 - Durham County
 - Administration Complex IT Department
 - Storage and Warehouse Facility
 - Emergency Medical Services Addition
 - Stadium Master Plan & Renovation
 - Agricultural Building
- City of Durham
 - Solid Waste Scale House
 - District Police Station
 - Fire Station #11
- Durham Housing Authority
 - JJ Henderson Senior Tower Renovation
- **Greene County**
 - Alternative Emergency Department
- **Lee County**
 - Public Works Department
 - New Operations Center
- **Martin County**
 - Martin County Arts Council Building
- **Orange County**
 - Orange County
 - Planning and Agricultural Extension Facility
 - Six-Bay Vehicle Maintenance Facility
- Town of Chapel Hill
 - Rosemary Street Parking Facility Feasibility Study
 - Southern Fire Station 5
 - Northern Community Park Concession
- Orange Regional Landfill Vehicle Services Building
- New Administration Building for Public Works
- Renovation Projects for Parks & Recreation
- Rosemary Street Parking Facility & Plaza
- Public Works Office & Shop Building
- Mixed Income Housing at Homestead Rd
- Town of Hillsborough
 - Public Works & Fleet Maintenance Facility Study
- **Pitt County**
 - City of Greenville Mosley Parking Lot Improvements
 - Greenville Utilities Commission
 - Administration Building (Owner’s Rep)
 - Operations Center (Owner’s Rep)
 - Pitt County North Carolina Farm Bureau
 - Town of Ayden Outdoor Festival Pavilion
 - Town of Winterville
 - Park Building
- County Finance Records Storage
- Northwest Health Facility Addition
- **Person County**
 - Memorial Hospital Renovations
 - Courthouse Renovation
 - Health & Human Services Renovation
 - County Inspections
 - Arts & Parks Evaluation and Revision of Master Plan
 - Arts & Parks Family Fitness Center Design
 - Arts & Parks Recreation Center
- **Richmond County**
 - City of Rockingham 2019 Government Buildings Accessibility Assessment
- **Wake County**
 - Raleigh Housing Authority Flooring Replacement
- **Wilson County**
 - City of Wilson
 - Renovations to Fire Station #4
 - 2 New Fire Stations
- **Various State Entities**
 - North Carolina Department of Administration

- Roof Replacement at Textbook Warehouse
- North Carolina Department of Health & Human Services
- Eastern Region Vocational Rehabilitation Facility
- Dorothea Dix Reroofing
- North Carolina Department of Facility Services Building
- North Carolina Department of Employment
- Security Kendall Complex Renovations & Additions
- Security K-Wing Renovations
- State of North Carolina Court of Appeals Building Master Plan & Renovation
- NCDOT
 - NC DMV HQ Life Safety Corrections
 - Statewide DMV 500 Building Assessments
 - Contact Standards Front Office
 - Transportation Building Complex Main Basement
 - Security Office Upfit
 - NC Global TransPark Terminal Water Damage (Emergency)
- NC Global TransPark Phase 2 - Terminal Roof Replacement
- NC Global TransPark Phase 3 & 4 - Complete Interior Renovation & Mezzanine Upfit
- 5th Floor Rail Division Office
- Transportation Building Complex Main Third Floor Room 315
- Greenville Division 2 Office at GTP Building 5
- HVAC Evaluation Study at Ground Floor Art Museum Building
- Renovations at Ground Floor Art Museum Building
- Century Center Restructuring Project
- Scotland County Wagram Equipment Shop Addition
- Century IT Help Desk
- Century Center Geotech
- Room 139A Renovations
- Room 209 Life Safety Upgrades
- Sampson County Equipment Shop & Office
- Sanford Equipment Shop Addition
- Greenville Equipment Shop
- Craven County Maintenance Facility
- Jones County Maintenance Facility
- North Carolina National Guard
 - Camp OMS
 - CT Bowers Office
 - CT Bowers Asbestos Abatement
 - Butner Latrine Building
 - Reroof Scotland Neck Armory Building
 - Reroof CT Bowers Armory Building
 - Reroof Armories
 - Reroof CT Bowers Garage Facility
 - Storage Prototypes at 3 Armories
 - Emergency Repairs to Smithfield Armory
 - 8 Armory Reroofing Projects
- North Carolina Department of Public Safety
 - Caldwell Kitchen Hood Replacement
 - Durham Kitchen Hood Replacement
 - CA Dillon Phase A+B Renovations
 - CA Dillon Youth Center
 - Perquimans Juvenile Detention Center Renovation
 - North Piedmont CRV Renovation Phase
- North Carolina Wildlife Resources Commission (NCWRC)
 - Odom Shooting Range Office and Storage Building
 - Jordan Lake Depot
 - Bolivia Depot
 - Sandhills Depot
 - Burnsville Depot

OUR ACTIVE ANNUAL SERVICES/ OPEN-ENDED AGREEMENTS

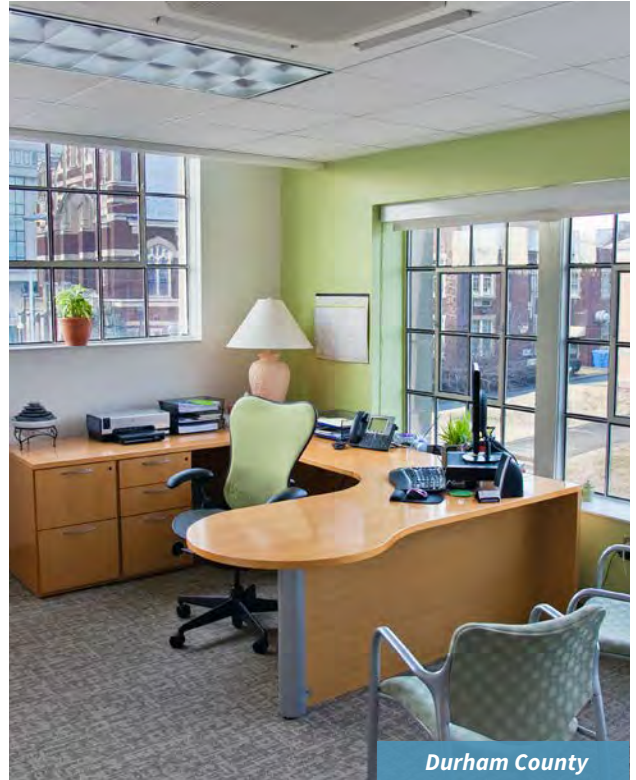
- Buncombe County Design & Engineering Services for Multiple County Buildings
- Hem + Spire Annual Services
- TROSA Annual Services
- On-Call Services for UNC Health
- On-Call Services for CREE Research

Relevant Experience

OFFICE SPACES

MHAWorks has a dedicated studio focused on workplace environments. Our expertise in this field runs from open collaboration space to cubicles to private offices.

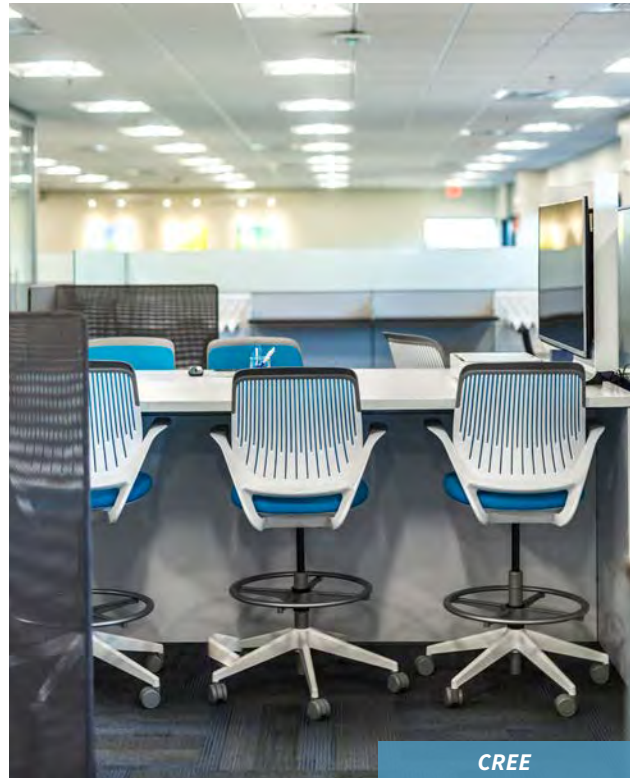
Our portfolio includes spaces from large 150,000 square foot buildings to small fit-ups for startup companies, and everything in between. We have designed office space for dozens of local and state government and education entities.



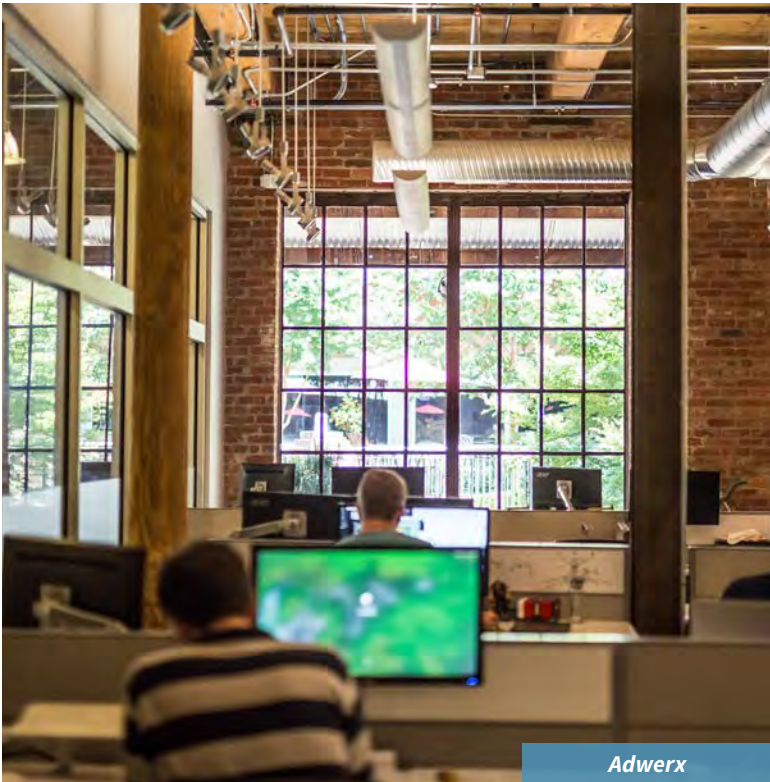
Durham County



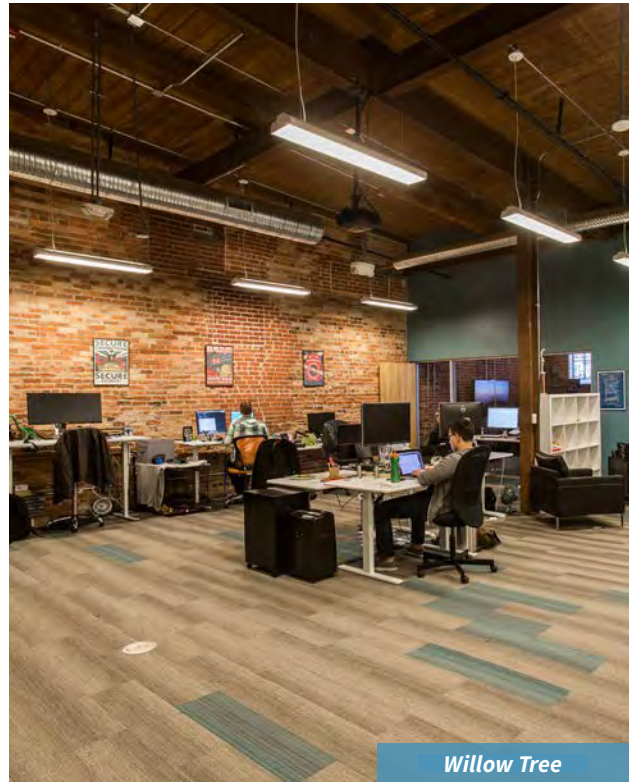
Boilermakers



CREE



Adwerx



Willow Tree



Dixon Hughes Goodman

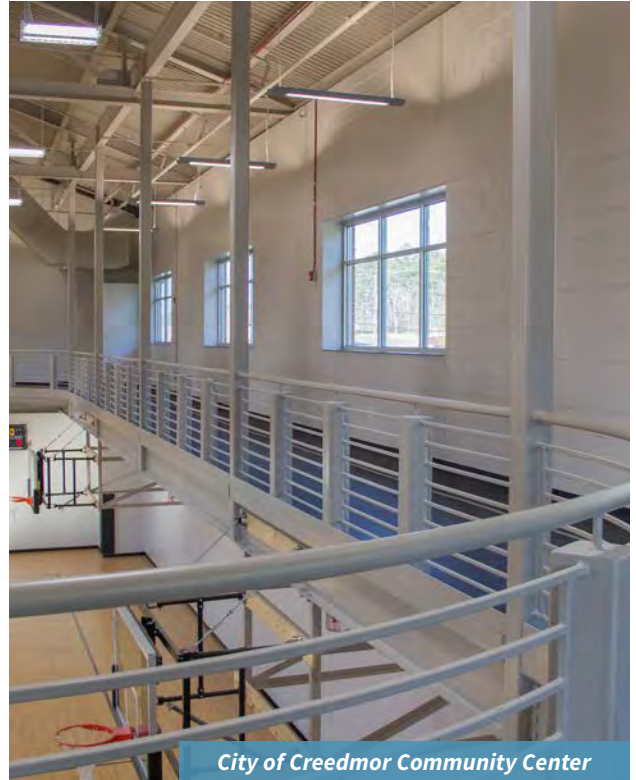
OUR ACTIVE OFFICE PROJECTS

- 949 Washington Street
- Astrazeneca Office Fitup
- Life Science Office Building
- Averette Law Office
- Sloan Medical Office
- Pamlico Yachtworks
- 40 Pallet Drive Business Park
- Crowne Plaza Office Renovation

Relevant Experience

COMMUNITY CENTER/ RECREATION SPACE

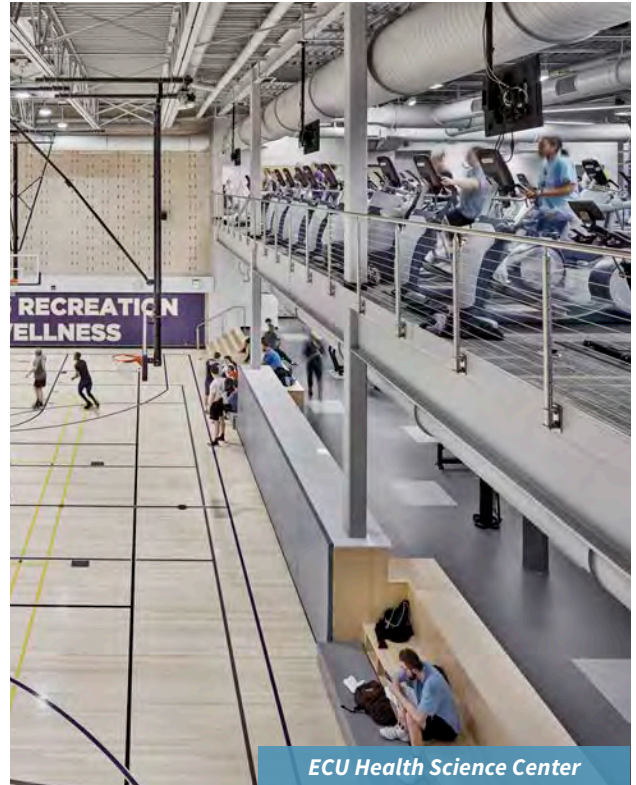
Our team is highly skilled in creating multi-functional spaces to extend the relevance of a building. We aim to create spaces with community members in mind. Due to our experience working with municipalities, we have developed an expertise in zoning entitlement processes where our projects are built.



City of Creedmor Community Center



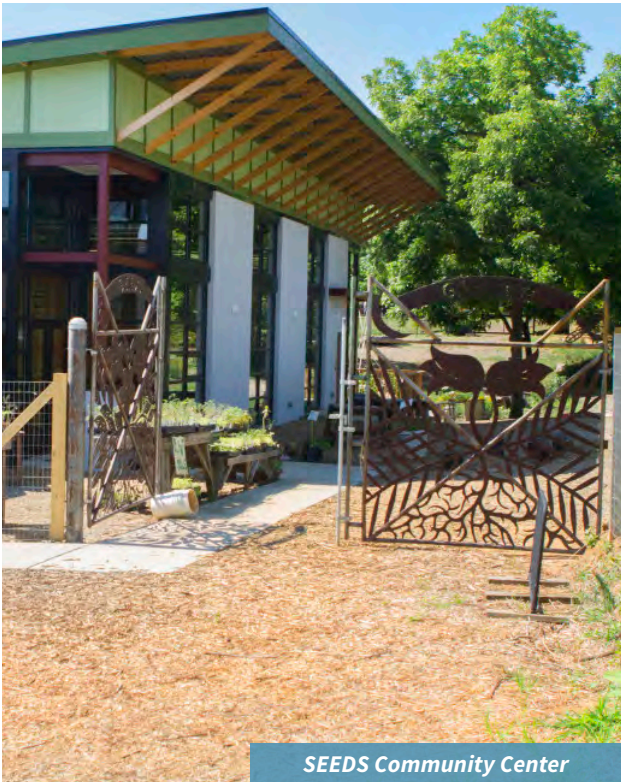
Town of Winterville Park



ECU Health Science Center



Miracle League of the Triangle



SEEDS Community Center



CREE Fitness Center



4-H Center

Relevant Experience

MUNICIPAL/GOVERNMENT

Over the last three decades, MHAworks has worked with numerous cities, counties, and government entities across the state of North Carolina. Because of this, we have a comprehensive knowledge of all aspects of public sector design and a strong understanding of federal, state, and local codes and ordinances. Our team has successfully completed a variety of projects including but not limited to: department offices, maintenance and equipment shops, recreation and community centers, and public safety facilities.





Sampson County



Person County



City of Durham

OUR ACTIVE MUNICIPAL PROJECTS

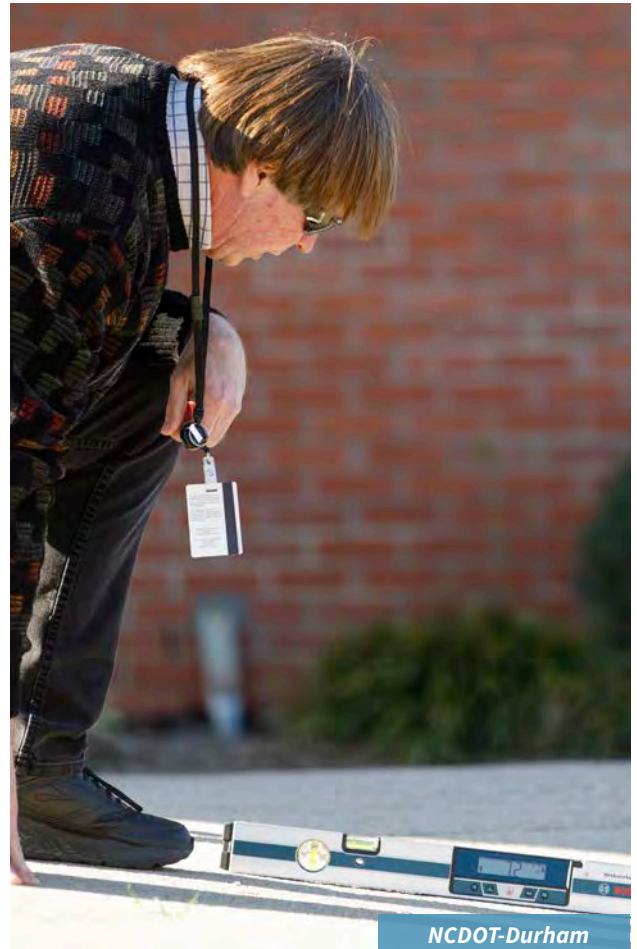
- Bertie County Library and NC Cooperative Extension Office
- Buncombe County – City of Asheville Elevator Modernization
- Chatham County – Emergency Operations Center
- Durham County – Durham Housing Authority JJ Henderson Senior Tower Renovation
- Orange County – Town of Chapel Hill Mixed Income Housing at Homestead Road
- Wake County – Raleigh Housing Authority Flooring Replacement

Relevant Experience

ASSESSMENTS/ADA COMPLIANCE

MHAworks has assisted in the creation of an ADA Transition Plan to bring approximately 5.1 million square feet of ECU's campus up to ADA and code compliance. Based on this work, we completed two phases of ADA assessments for more than 500 NCDOT buildings throughout the state. In addition, the North Carolina League of Municipalities recommends us to municipalities for ADA Assessments. Beyond assessments, we provide clients with design solutions for their specific accessibility needs and confirm compliance during construction administration.

We are currently doing North Carolina Central University's campus ADA assessment and updating ECU's existing ADA assessment.



NCDOT-Durham



Town of Ayden



NCDOT-Asheville



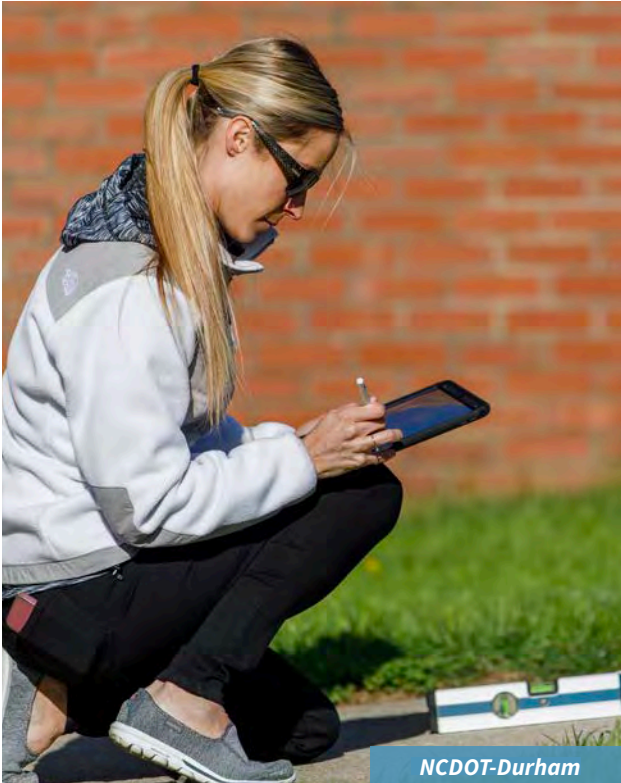
City of Rockingham



East Carolina University



NCDOT Equipment Shop



NCDOT-Durham

Organizational Chart

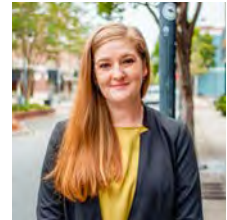
We are proposing a team with complementary expertise that is strongly positioned to execute Dare County's architectural and engineering services for the design of various small repair and renovation projects under \$50,000.



Amber Idol
PROJECT
MANAGER



Matt Johnson
PROJECT DIRECTOR &
POINT OF CONTACT



Amy Spruill
LEAD DESIGNER



Dani Hoff
PROJECT ARCHITECT



Fernando Zabala
PROJECT ARCHITECT

As Needed For Each Project

CONSULTANTS



**MEP/Fire
Protection
Engineering**

RPA ENGINEERING, P.A.
Structural Engineering Solutions

**Structural
Engineering**



**Civil/Site
Engineering
& Landscape
Architecture**

THE MHAWORKS TEAM

Our staff of 45 professionals are available for architectural or interior design support as needed.

Design Team

At MHAworks, our staff of 45 professionals is our greatest resource. Their cumulative skills, service, and experience exemplify the high degree of excellence and commitment to client service that we deliver to our clients. We are committed to providing our clients with the highest level of responsiveness and service for their projects. MHAworks does this by having each member of our team work on only a few active projects at a time with each project in a different stage of the process. This allows us to focus intensively on individual projects, giving them the attention needed for success.



MATTHEW JOHNSON, MArch, AIA, NCARB **Project Director & First Point of Contact**

Matt Johnson is co-director of our Greenville office and has more than 20 years of diversified architectural experience. As a veteran architect he has extensive knowledge of all phases of the design and construction process, including navigating municipal and local ordinances. For projects under this agreement, Matt will act as your first point of contact and will lend his planning, design, and operational experience to ensure success. He will also serve as a second set of eyes to guarantee that everything stays on time and within budget.

- **Education: Bachelor of Environmental Design in Architecture, North Carolina State University | Masters of Architecture, University of Tennessee**



AMBER IDOL, ADAC, DBIA **Project Manager, ADA Expert**

Amber Idol has gained a great deal of experience in the renovations of structures. Her role as project manager will be to oversee every project we receive and will act as liaison with MHAworks staff and any project engineers. She will ensure your needs are heard and accurately represented in our final deliverables. For projects under this agreement, Amber's primary job will be to ensure that everything stays on time, within budget, and running smoothly.

- **Education: Bachelor of Science in Architectural Technology, East Carolina University**



AMY SPRUILL, NCIDQ, LEED AP **Lead Designer**

Since joining MHAworks, Amy Spruill has played a critical role in the success of many of the firm's largest commissions. In the past six years she has acted as the project manager on more than \$50 million worth of construction and is very well respected by both owners and the contracting community. Amy acts as the lead interior designer on many of MHAworks' projects and is co-director of our Greenville office. For projects under this agreement, Amy will produce design solutions that align your vision, budget, and aesthetic.

- **Education: Bachelor of Science in Interior Design, East Carolina University**



DANI HOFF, MArch, AIA, NCARB
Project Architect

Dani Hoff has a wide range of experience in the construction and design industries which enables her to invoke the poetry of thoughtful design as well as the practicality of making it something real. In practice, she has devoted her expertise to higher education, institutional, and civic project types. Dani has extensive knowledge of all phases of the design and construction process. She will serve as project architect for any projects under this agreement and will lead all design efforts from concept to completion, using her localized expertise to meet the client’s needs, all while taking into consideration local laws, codes, and best practices.

- **Education: Bachelor of Science in Environmental Design, North Dakota State University (NDSU) | Master of Architecture, NDSU**



FERNANDO ZABALA, MArch, AIA, NCARB, CPD
Project Architect, CPTED Expert

As a well-seasoned designer with more than 26 years of experience in the field, Fernando brings a creative and analytical approach to design. This approach is backed by many years of training, making him quick to adapt and implement innovative ideas and solutions to every project he encounters. Fernando will lead all design efforts from assessment to completion of construction, using his expertise to meet the client’s needs, all while taking into consideration local laws, codes, and best practices. His main area of expertise is incorporating Crime Prevention Through Environmental Design (CPTED) principles whenever possible.

- **Education: Bachelor in Architecture, Design & Technology, National University of Mar del Plata | Masters of Science in Architecture and Urbanism, National University of Mar del Plata**



ENGINEERING SOURCE OF NC, PA
MEP/Fire Protection Engineering Consultant

Engineering Source of NC is a full-service mechanical, electrical, and plumbing (MEP) consulting design firm that has been providing engineering services for Eastern North Carolina since 2000. With 20 years of project experience, they have completed a wide variety of projects, including, but not limited to, educational, commercial, medical, and industrial applications for private, municipal, and state funded projects. Their firm offers advanced planning and budgeting, as well as design, bidding, contract administration and close out services to Architects, Design-Build Contractors and Building Owners.

- **Relevant Experience: Jamestown County Courthouse HVAC Renovation, Pitt County Senior Center Addition, Ayden Recreation Center Renovation, Beaufort County Health Department, Beaufort County Tax Office, Roanoke Chowan Health Department, Pitt County Schools Fire Alarm Replacement, Eastern Pines Volunteer Fire Department, Cartaret County Schools Operations Center**

RPA ENGINEERING, P.A.
Structural Engineering Solutions

RPA ENGINEERING, PA **Structural Engineering Consultant**

RPA Engineering is a professional engineering corporation specializing in structural engineering for commercial, institutional, industrial, and residential projects. They provide structural engineering solutions to private and government entities as well as Architects, Engineers, and Contractors. Their experience includes design of new facilities, renovations/additions to existing facilities, evaluation of existing structures, and failure investigations. They have 50 years of combined structural engineering experience. Currently they have two offices, in Greenville and Cary, North Carolina.

- **Relevant Experience: NCDOT Equipment Shop, Pitt County Schools Transportation Complex, City of Greenville Police Evidence Storage Building, Greenville Community Theater, City of Wilson Operations Center Addition, Bertie County Bus Maintenance Facility, Winterville Operations Center, Winterville Amphitheater, Winterville Recreation Park Building**



ARK CONSULTING GROUP, PLLC **Civil/Site Engineering and Landscape Architecture Consultant**

Ark Consulting Group is a full service civil engineering firm conceived and established in 2013 by Bryan C. Fagundus and Scott T. Anderson located in Greenville, North Carolina. The firm's Principals have provided a broad range of civil engineering services to clients in eastern North Carolina for more than 35 years combined. As a part of their overall services, they provide comprehensive planning, engineering, project management, construction cost estimation, and construction contract management services for urban development projects including pedestrian, bicycle & roadway design; drainage & stormwater management; water & wastewater collection and distribution systems; and parks & recreational facilities. Ark Consulting Group prides itself in the level of technical competency applied to all project components in order to meet their client's needs.

- **Relevant Experience: City of Greenville On-Call Civil Engineering Services, City of Greenville Reade Street Alley, City of Greenville Atlantic Avenue Parking Improvements, Town of Winterville Street and Drainage Improvements, Town of Winterville Chapman Street Culvert Replacement, City of Washington Drainage Improvements, Eastern Elementary School Drainage Improvements,**

Quality Assurance/Quality Control (QA/QC) Approach

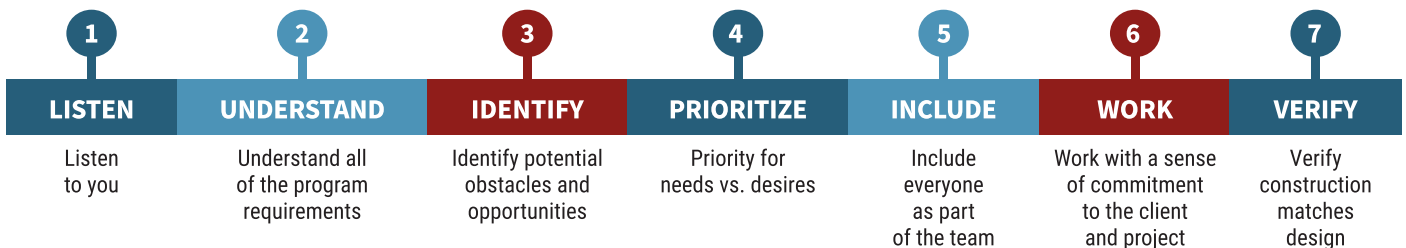
We understand that integrating a detailed QA/QC approach is the most important action we will undergo in the design process.

MHAworks' QA/QC-driven design and management approach continually responds to the specifics of our clients' site, program, aesthetic, functional, and financial criteria. With our core value of service, we will dedicate our staff to provide more time and effort for you than our competition. **Our team's organization and methodology allow for and encourage a high degree of interaction between team members and the owner/user group.**

The foundation of our design approach is based around strong owner involvement and user input during the earliest stages of the project. Each phase begins and ends with verification that we are still meeting all your requirements. It is MHAworks' task to ensure that everyone works together, to meet the common goals and expectations of the owner.

By establishing an attentive, scrutinizing practice of quality control, our trained staff work together to verify and ensure the most thorough project management possible. Our continuous improvement mentality has enabled us to promote project excellence and achieve client satisfaction.

OUR DESIGN PROCESS IS INTERACTIVE AND INCLUSIVE



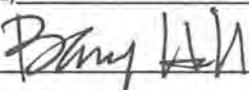
RESPONDER'S CERTIFICATION FORM

I have carefully examined the Request for Qualifications, the sample Agreement for Design Consultant Services and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional design consultant services for Dare County in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

NAME OF FIRM: MHAworks, PA

BY: (printed name) Barry Hill, AIA

SIGNATURE: 

MAILING ADDRESS: 409 Evans Street, Suite C

CITY/STATE/ZIP CODE: Greenville, NC 27858

TELEPHONE NUMBER: 252.329.0119

FAX NUMBER: 252.329.0121

ACKNOWLEDGEMENT OF ADDENDA

Responder hereby acknowledges receipt of all Addenda through and including:

Addendum No.	Date	Acknowledgement
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

NON-COLLUSION AFFIDAVIT

State of North Carolina

Barry Hill, being first duly sworn, deposes and says that:

1. He/She is the Principal (title) of MHAWorks, PA (firm's name), the responder that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Dare or any person interested in the proposed contract; and

Barry Hill
 Signature
Senior Vice President and Principal
 Title

NOTARIZE

Subscribed and sworn to before me,
 This 27 day of May, 2021
 Notary Public *Chloe A. King*
 My Commission Expires: 2/28/2023



**THANK YOU FOR THE OPPORTUNITY TO
PARTNER WITH DARE COUNTY.**





Consent Agenda

Description

1. Approval of Minutes - June 7, 2021
2. Tax Collector's Report
3. Budget amendment for Holiday & Comp Time Payout Approved on 5/17/21
4. Reimbursement Resolutions: Fiscal Year 21-22 Vehicle & Equipment Financing and Fiscal Year 21-22 Public Works Equipment Financing
5. NCDEQ Grant Contract 8161 & 8162 Budget Amendment
6. Avon Property Owner's Assoc July 4th
7. Request to Approve Grant Application with Outer Banks Hotline Crisis Intervention & Prevention Center
8. NCDOT Right of Way Three Party Encroachment Agreement for Dare Challenge Project

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., June 7, 2021

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

Commissioners absent: None

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

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

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

Chairman asked for a motion to amend the agenda to have item 14 moved up to Item 6A.

MOTION

Commissioner House motioned to
Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

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

- On May 25 he attended the “topping out” ceremony at COA construction site. Barnhill Contracting Company hosted and celebrated the tradition of placing the last beam atop a structure during its construction. He shared a video of the ceremony and stated the project was 40% complete.
- Recapped the recent graduation of Dare County high schools with twelve students having completed associate degrees with the Dare Scholarship Fund. Since implementation there have been awarded 101 awards for scholarships totaling approximately \$126,000.

- Referenced the Board Special Meeting on June 1, 2021. Through the Board's consensus the UNC DFI had been asked to develop through their financial initiative program a conceptual plan for housing on Bowerstown and possibly the Elizabethan Inn. They were seeking to feature a mix of affordable, essential and workforce housing. There had also been discussion of additional properties and DFI would explore those options.
- Gave a reminder of the start of the hurricane season as of June 1. He encouraged everyone to complete the application for reentry passes on darenc.com/reentry.
- The Jug Handle Bridge was seventy-five percent complete and was expected to open in early 2022.

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Troy Coltrain, Investigator for Sheriff's Office, received a 15-year pin.
- 2) Lori Fitzgerald, Office Manager for Sheriff's Office, received a 20-year pin.
- 3) Larry Hughes, Fleet Maintenance Superintendent, received a 25-year pin.

ITEM 3 – EMPLOYEE OF THE MONTH - This item was moved to next Board meeting.

ITEM 4 – PUBLIC HEARING – AVON BEACH NOURISHMENT (Att. #1)

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 can be viewed in their entirety in a video on the County website:

There were no comments made in Manteo. The following comments were made in Buxton.

1. Belton Gray, Jr., resident of Kinnakeet, thanked the Board and County staff for their efforts in beach nourishment and provided recent history of past projects. He pointed out how in each project sand had eroded away. He asked the board to stop and think about future processes to maintain the ability to traverse the highway.
2. Mary Ann Marsalle commented it was unfair her cottage was in both District A and B under proposed Avon nourishment plans. She stated there was no flooding on her road. She is not opposed to paying a fair share for the nourishment but she did not think those on Due East who are not affected should have to pay 5 times the rate.

The County Manager closed the Public Hearing at 9:37 a.m. and advised the Board if they chose to go forward with the formation of the Avon tax districts and the tax rates, they would be able to do so during Item 5 – Manager's Proposed FY 2022 Budget.

ITEM 5 – PUBLIC HEARING – MANAGER'S PROPOSED FY2022 BUDGET (Att. #2)

At 9:37 a.m. the Board held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments. Following is a summary of all citizen remarks, which can be viewed in their entirety in a video on the County website:

Dave Clawson addressed the Board with the General Fund and Capital Investment Fund changes and an overview of the handout he had provided them.

The following comment was made in Manteo:

1. Lt. Blake Gard, a member of the Manns Harbor Fire Department, wanted the Board's attention the repair issues and the need for some capital improvements on the building and have it inspected due to stress fractures.

The following comment was made in Buxton:

1. Rose Alice Mayo addressed the water increase. She owns a modest home with a limited income and felt visitors and those who owned large homes using more water should pay more. She asked the Board to look at the cost of water increases which affect fixed income households.

The County Manager closed the Public Hearing at 9:46 a.m.

MOTION

Commissioner Ross motioned to approve the Manager's Proposed 2022 Fiscal Year Budget incorporating the changes outlined on the Budget Change List and to adopt the Annual Budget Ordinance to include the creation and adoption of the Avon Service District A at 20 cents and District B at 5 cents.

Vice-Chairman Overman and Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 6 – PUBLIC COMMENTS

At 9:47 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 can be viewed in their entirety in a video on the County website:

The following comments were made in Manteo:

1. Liza Yowell, a long-time resident and small business owner spoke in supported of a resolution which was passed by the Board in 2012, No. 12-02-05.
2. Amanda Lotas, resident of Kill Devil Hills, read the referenced resolution entitled, Resolution Opposing United Nations Agenda 21" and outlined predictions by the World Economic Forum concerning the "Great Reset".

The following comment was made in Buxton:

3. Rosa Alice Mayo was opposed to the water increase. She thanked the Board for her COVID shot and asked the Board to address the poor lines and conditions on the roads in Hatteras.

Chairman Woodard stated the NC 12 Task Force had been formed to study the six hot spots and NC 12 highway in order to develop a long-term plan and to seek funding to address the problem areas.

4. Belton Gray questioned whether the "unjust tax" would be repealed after the sand was gone.

Chairman Woodard said the county was fortunate to have a pre and post measurement of sand with beach nourishment projects. He provided the example of the Buxton project in 2018, where application had been made to FEMA for reimbursement of lost sand.

The County Manager closed Public Comments at 10:00 a.m.

**THE BOARD RECESSED AT 10:00 A.M and RECONVENED AT 10:11 A.M.
They began with Item 14 and then continued with Agenda Items 7 through 13.**

ITEM 7 – TED MOSELEY (OUTER BANKS GAS AND LP) CONDITIONAL USE PERMIT

Noah Gillam, Asst. Planning Director, presented the site plan and conditional use application which had been submitted by Ted Moseley on behalf of Outer Banks Gas and LP. This would be for the construction of a liquefied petroleum gas storage, sales and service facility in East Lake. Mr. Moseley provided his consent to having his file entered into evidence, agreed with the material submitted by the Assistant Planning Director, which is on file in the Planning Department, the facts presented by the Planner, and the terms and conditions outlined in the CUP. Mr. Moseley indicated his agreement to the County Manager.

MOTION

Commissioner Bateman motioned to approve the proposed liquefied petroleum gas storage, sales and service facility and site plan submitted by Ted Moseley on behalf of Outer Banks Gas and LP as recommended by the Planning Board.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 8 – HATTERAS ISLAND RESERVE SUBDIVISION – PRELIMINARY PLAT REVIEW

Donna Creef explained there was a 5.25 acre lot in Hatteras Island Reserve Subdivision currently zoned C-2H Commercial. The four residential lots propose a common drive at Hatteras Island Reserve Subdivision. The drive which would be 100 feet was proposed to alleviate and avoid four driveway cuts on NC 12. It would not diminish public health and welfare and the Fire Marshal had reviewed the plat. There would be no parking signs installed along the common drive. Vice-Chairman Overman stated if the drive was 100 feet or less there would not be a turn-around point. Mr. Outten explained it was incumbent upon the owner to provide a manner for trash collection.

MOTION

Commissioner Tobin motioned to recommend preliminary plat approval for the proposed Hatteras Island Reserve Subdivision and concurrence of use of common drive as recommended by the Planning Board.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 9 – DARE COUNTY TOURISM BOARD REQUEST CONSENT EXPENDITURE FROM RESTRICTED FUND EVENT SITE LINE ITEM 4525

Lee Nettles addressed the Board regarding this item. The event site was purchased in 2007 and 2008 with contribution by the Town of Nags Head. A MOU was in place to operate with the town and gave the Tourism Board responsibility for management or any other purchases. The Town held a minority interest and had approached the Board about purchasing their interest in the site. Mr. Nettles explained the MOU would not be affected by the Tourism

Board becoming full owner of the site. In the request, the Tourism Board would pay Nags Head \$600,000 in the current fiscal year with payments of \$100,000 for the next ten years.

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.

The Board discussed the future use of the site as a convention center coupled with a hotel. Mr. Nettles offered consultants had proffered a convention center without a hotel would not be profitable and operate at a deficit. Commissioner Bateman commented Nags Head would no longer have skin in the game under the request for payment. Commissioner Tobin added he would like to see an approved plan for the site.

MOTION

Commissioner Bateman motioned to approve the Dare County Tourism Board Request Consent Expenditure from Fund Event Site Line Item 4525.
The motion failed for lack of a second.

MOTION

Commissioner House motioned to table the item until the August 2, 2021 Board meeting.
Commissioner Tobin seconded that motion
VOTE: AYES unanimous

ITEM 10 – DARE COUNTY TOURISM BOARD REQUEST CONSENT EXPENDITURE FROM RESTRICTED FUND CAPITAL IMPROVEMENTS LINE ITEM 4503

Lee Nettles presented this item which involved engineer redesign of the Roanoke Island Welcome area which was constructed in 2003. They would add some work spaces remodel the server workspace.

MOTION

Vice-Chairman Overman motioned to approve the Dare County Tourism Board Request Consent Expenditure from Restricted Fund Capital Improvements Line Item 4503. .
Commissioner House seconded the motion.
VOTE: AYES unanimous

ITEM 11 – RESOLUTION APPROVING PERMIT MODIFICATIONS FOR DARE COUNTY C&D LANDFILL (Att. #3)

Mr. Outten reviewed the Board had discussed opening the Dare landfill to Hyde and Tyrrell during the budget workshop. It would be necessary to modify the present permits in order for the additional counties to be allowed to deposit items in the landfill.

MOTION

Commissioner Bateman motioned to adopt the resolution approving permit modifications for Dare County C&D Landfill.
Vice-Chairman Overman seconded the motion.
VOTE: AYES unanimous

ITEM 12– CONSENT AGENDA

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

MOTION

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (05.17.21) **(Att. #4)**
- 2) Resolution Authorizing the Increase to the Federal Micro-Threshold Purchasing Limit **(Att. #5)**
- 3) NCDOT Right of Way Three Party Encroachment Agreement for Old Wharf Estates Project
- 4) Sediment Testing Grants
- 5) DHHS – Social Services Division, Request to Purchase Northwoods Traverse Software for Use in Adult and Family Services

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 13 – BOARD APPOINTMENTS

1) Juvenile Crime Prevention Council

Commissioner Couch motioned to reappoint Robert Trivett, Molly McGinnis, Vance Hasket, Gail Hutchison, Jennifer Karpowicz, Edward Hall, Jr., Keith Letchworth, Steve House, Laura Twichell, Shelia Davies, Katherine Irby, Marcus Hester-Smith and to appoint Sara Sampson to replace Nancy Griffin as an at-large member.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

2) Manns Harbor Community Center

Commissioner House motioned to reappoint Jennifer Gilbert, Bett Beasley and Vickie Craddock.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

3) Rodanthe-Waves-Salvo Community Center

Commissioner Couch motioned to reappoint Susan Gray and J.W. Kierzkowski.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

4) Land Transfer Tax Appeals Board

Commissioner Tobin motioned to reappoint Jacqueline Ricks-Sample and Lynne McClean.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Vice-Chairman Overman motioned to appoint Rob Rollinson to fill the Commissioner Appointee vacancy.

Commissioner House seconded the motion.

VOTE: AYES unanimous

5) Upcoming Board Appointments

The upcoming Board appointments for July, August and September, 2021 were announced.

ITEM 14 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS

Commissioners and the County Manager frequently make extensive remarks, which can be viewed in their entirety in a video on the Dare County website. Following is a brief summary outline of the items mentioned by Commissioners during this segment –

Commissioner House -

- Reported on the NC Fisheries Commission activities, which included modifications and reduction in shrimp nets.
- On June 7, 1776, Richard Henry Lee, an American statesman, sent a resolution to the Second Continental Congress calling for the colonies to be free and independent states from Great Britain. It passed both the senate and house and the Declaration of Independence was then written.

Commissioner Ross

- He recognized the 77th anniversary of the invasion of Normandy which was June 6, 1944 and was marked the turning point to stop fascism in Europe.
- He thanked the County Manager, Finance Director and staff for a well done budget.
- Commented on The College of the Albemarle’s topping ceremony and how quickly the steel construction portion of the project had been completed.
- Shared a discussion he had had with a local restaurant owner who credited the difficulty in securing ample staff due to their inability to find affordable housing.

Commissioner Tobin

- He attended the NCGOP convention in Greenville and provided an overview of his discussion with Representative Tim Moore during an excursion of the Oregon Inlet to look at the problems. They also discussed housing, dredging needs and possible long-term waterway solutions with the use of jetties and groins.

Commissioner Couch

- Thanked the staff for the good budget.

Commissioner Bateman

- Reported two young people he knew had recently died of overdoses. He encouraged seeking out professional help or a treatment center. He praised the Board for the Saving Lives Task Force and the appropriation of funds made available to help the community with substance abuse.
- He discussed the need to staff local businesses with current difficulties.
- Thanked the Finance Department for the budget.

Vice-Chairman Overman

- Congratulated the County’s service pin recipients and the graduates who obtained their associate degrees with the Dare scholarship program.
- Thanked the Finance Department for another good budget.

Chairman Woodard stated there were 20,477 individuals fully vaccinated in the county and 21,969 who had received their first dose. Dare County was rated number two in the state for COVID vaccination.

MANAGER’S/ATTORNEY’S BUSINESS

Mr. Outten addressed the water rates. He explained there was a graduated rate in place with a minimum rate. As consumers water use increased, their rate did as well. The 2% increase would calculate an approximate 96 cents per month increase for minimal users. He stated Dare County was among the lowest rates for providers in the Albemarle region.

Dave Clawson provided an update to the Board regarding the American Rescue Plan funds. He stated they could be utilized for affordable housing projects. Funds would have to be committed for use by the end of 2024. Mr. Outten added once the criteria and opportunities for funds were more defined, a CIP meeting could be scheduled to review options.

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

MOTION

Commissioner Tobin motioned to adjourn the meeting.
Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 11:29 a.m., the Board of Commissioners adjourned until 5:00 p.m., June 21, 2021.

Respectfully submitted,

[SEAL]

By: _____
Cheryl C. Anby, Clerk to the Board

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

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



Tax Collector's Report

Description

May 2021 Releases over \$100
May 2021 Refunds over \$100
May 2021 NCVTS Refunds over \$100

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00))

MONTH: MAY

DATE 5/1/2021 - 5/31/2021

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel#</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Value Released</u>	<u>Tax Released</u>
WOOD, THOMAS M	960948000	2019	Boats sold in 2018	-37,636.00	-289.80
WOOD, THOMAS M	960948000	2020	Boats Sold in 2018	-36,507.00	-238.34
CAPT'N ROLO'S DRUM ROLL CHARTERS	962520000	2020	Boats sold in 2020	-28,841.00	-197.35
				Total Tax Released:	-725.49

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: May

Date Range: 5/1/2021 - 5/31/2021

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Reason	Refund Amount
SHINE EYE GIRL CHARTERS	977653000	2018	Incorrect Owner of Boat	-214.60
SHINE EYE GIRL CHARTERS	977653000	2019	Incorrect Owner of Boat	-212.23
OWEN, R L TRUSTEE	000186000	2020	Overpayment	-215.13
LERETA	001004000	2020	Overpayment	-311.72
MALATOS, PETROULA	002516002	2020	Overpayment	-361.92
HOWARD, ERIC G	006453000	2020	Overpayment	-428.94
JORDAN, ANTHONY	007322003	2020	Overpayment	-14,520.17
MUNN, LUCAS W	007483000	2020	Overpayment	-1,946.84
KEARNEY, CAROL A TTEE	008010000	2020	Overpayment	-1,520.67
NEAL, ERIC C	013360000	2020	Overpayment	-572.20
DARLINGTON, JANICE M	015620000	2020	Overpayment	-540.58
HALL, ALLISON J	017287000	2020	Overpayment	-836.03
MCMULLAN, HARRY JR ESTATE	017425000	2020	Overpayment	-307.43
GARDINER, JAMES S ESTATE	021191000	2020	Overpayment	-2,317.22
PHILLIPS, JOHN T	021468000	2020	Overpayment	-746.00
HOUSTON, JERRY D	023665000	2020	Overpayment	-2,478.89
CLOWER, MICHAEL D	024410006	2020	Overpayment	-488.37
GOODMAN, DAVID L	025694479	2020	Board of E&R Adjustment	-629.78
RUMP, KENDALL	030187000	2020	Overpayment	-818.18
OCEAN BLVD., LLC	406	2021	Overpayment	-769.12
				-30,236.02



North Carolina Vehicle Tax System

NCVTS Pending Refund report

May 2021

Payee Name	Secondary Owner	Address 1	Address 3	Tax Jurisdiction	Change	Interest Change	Total Change
BEACH AIR OF THE OUTERBANKS LLC	HANBURY, GLENN ALLEN JR	PO BOX 2110	SPOTSYLVANIA , VA 22553	C99	(\$131.00)	\$0.00	(\$131.00)
				F51	(\$11.97)	\$0.00	(\$11.97)
				S99	(\$28.98)	\$0.00	(\$28.98)
				Refund			\$171.95
HAWK, COOPER LEE		5222 POPLAR CT	KITTY HAWK, NC 27949	C99	(\$68.22)	\$0.00	(\$68.22)
				T08	(\$45.14)	\$0.00	(\$45.14)
				T08BN	(\$5.96)	\$0.00	(\$5.96)
				Refund			\$119.32
MCCOWN, LINDA HARDIN		PO BOX 729	MANTEO, NC 27954	C99	(\$117.47)	\$0.00	(\$117.47)
				F51	(\$10.73)	\$0.00	(\$10.73)
				S99	(\$25.99)	\$0.00	(\$25.99)
				Refund			\$154.19
MURPHY, KRISTINA SCHULZ	MURPHY, JOSEPH FRANCIS	98 WEDGEFIELD DR	HILTON HEAD ISLAND, SC 29926	C99	(\$136.67)	\$0.00	(\$136.67)
				T14	(\$90.43)	\$0.00	(\$90.43)
				Refund			\$227.10
TAPPEN, JAMES CARNEY		700 TUSCAN RESERVE DR UNIT 723	PALM COAST, FL 32164	C99	(\$212.81)	\$0.00	(\$212.81)
				T07	(\$170.03)	\$0.00	(\$170.03)
				Refund			\$382.84
WALLIS, RANDY WILLIAM		PO BOX 176	AVON, NC 27915	C99	(\$75.59)	\$0.00	(\$75.59)
				F01	(\$11.37)	\$0.00	(\$11.37)
				R01	(\$1.59)	\$0.00	(\$1.59)
				S99	(\$16.72)	\$0.00	(\$16.72)
Refund			\$105.27				
Refund			Total	\$1160.67			

Tax Jurisdiction	District Type	Net Change
C99	COUNTY	(\$741.76)
T07	CITY	(\$170.03)
T08	CITY	(\$45.14)
T08BN	CITY	(\$5.96)
T14	CITY	(\$90.43)
F01	FIRE	(\$11.37)
F51	FIRE	(\$22.70)
R01	FIRE	(\$1.59)
S99	SPECIAL	(\$71.69)
Total		(\$1,160.67)



Budget Amendment for Holiday and Comp Time Payout Approved on 5/17/2021

Description

The Board approved certain holiday and comp time payouts on 5/17/2021. This budget amendment is to distribute the budget approved on 5/17 to department budgets. The payout was included in the June 4 payroll.

Board Action Requested

Adopt budget amendment.

Item Presenter

David Clawson, Finance Director

DARE COUNTY

BUDGET AMENDMENT

F/Y 2020-2021

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Non-departmental to departments					
<u>Expenditures:</u>					
Holiday time payout	104490	500206			778,650
Comp time payout	104490	500206			10,210
Revaluation-salaries	104451	500200		3,160	
Revaluation-fica	104451	500300		242	
Revaluation-retirement	104451	500400		323	
Business personal tax-salaries	104453	500200		400	
Business personal tax-fica	104453	500300		31	
Business personal tax-retirement	104453	500400		41	
Sheriff-salaries	104510	500200		381,926	
Sheriff-fica	104510	500300		29,218	
Sheriff-retirement	104510	500400		41,355	
Sheriff-401k	104510	500600		18,730	
Detention center-salaries	104520	500200		230,326	
Detention center-fica	104520	500300		17,620	
Detention center-retirement	104520	500400		23,517	
Communications-salaries	104526	500200		2,720	
Communications-fica	104526	500300		209	
Communications-retirement	104526	500400		278	
EMS-salaries	104531	500200		18,476	
EMS-fica	104531	500300		1,414	
EMS-retirement	104531	500400		1,887	
EM helicopter-salaries	104535	500200		1,044	
EM helicopter-fica	104535	500300		80	
EM helicopter-retirement	104535	500400		107	
Planning-salaries	104560	500200		174	
Planning-fica	104560	500300		14	
Planning-retirement	104560	500400		18	
Health-salaries	104600	500200	56007	10,252	
Health-fica	104600	500300	56007	785	
Health-retirement	104600	500400	56007	1,047	
Recycling-salaries	104715	500200		2,781	
Recycling-fica	104715	500300		213	
Recycling-retirement	104715	500400		284	
Mosquito control-salaries	104750	500200		155	
Mosquito control-fica	104750	500300		12	
Mosquito control-retirement	104750	500400		16	
Allotment-DCAA	104785	559004		5	

Explanation:

Allocate budget to departmental line items based on actual payroll.

Approved by:

Board of Commissioners: _____ copy _____

Date: _____

County Manager: _____ copy _____
(sign in red)

Date: _____

Finance only:

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



*Reimbursement Resolutions -
Fiscal Year 2021-2022 Vehicle & Equipment Financing
Fiscal Year 2021-2022 Public Works Equipment Financing*

Description

The FY 2022 operating budget includes \$2,980,682 to be financed for the purchase of vehicles and equipment. The FY 2022 CIP capital project ordinance includes \$1,385,396 to be financed for the purchase of public works equipment.

Adoption of the attached resolutions will allow the County to be reimbursed from the proceeds of the financings for those items that need to be purchased prior to the placement of the financings.

Board Action Requested

Adopt the reimbursement resolutions.

Item Presenter

None

Resolution No. _____

REIMBURSEMENT RESOLUTION – FISCAL YEAR 2021-2022 VEHICLE AND EQUIPMENT FINANCING PROJECT

WHEREAS, the County Manager and the Finance Officer have described to the Board of Commissioners the desirability of adopting a resolution, as provided under federal tax law, to facilitate the County’s use of financing proceeds to restore County funds when the County makes capital expenditures prior to closing on a bond issue or other financing;

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

Section 1. *Official Declaration of Intent.* The County presently intends, and reasonably expects, to reimburse itself for the original expenditures incurred and paid by the County on or after the date occurring 60 days prior to the date of adoption of this resolution from a portion of the proceeds of the obligations. The County reasonably expects to execute and deliver the obligations to finance all or a portion of the costs of the project and the maximum principal amount of obligations expected to be executed and delivered by County to pay for all or a portion of the costs of the project is \$2,980,682.

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

Section 3. *Itemization of Capital Expenditures.* The Finance Director of the County is hereby authorized, directed and designated to act on behalf of the County in determining and itemizing all of the original expenditures incurred and paid by the County in connection with the project during the period commencing on the date occurring 60 days prior to the date of adoption of this resolution and ending on the date of execution and delivery of the obligations.

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

Adopted this 21st day of June, 2021.

Chairman, Board of County Commissioners

[SEAL]

COUNTY OF DARE, NORTH CAROLINA

Clerk to the Board

Resolution No. _____

**REIMBURSEMENT RESOLUTION – FISCAL YEAR 2021-2022 PUBLIC WORKS
EQUIPMENT FINANCING PROJECT**

WHEREAS, the County Manager and the Finance Officer have described to the Board of Commissioners the desirability of adopting a resolution, as provided under federal tax law, to facilitate the County’s use of financing proceeds to restore County funds when the County makes capital expenditures prior to closing on a bond issue or other financing;

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

Section 1. *Official Declaration of Intent.* The County presently intends, and reasonably expects, to reimburse itself for the original expenditures incurred and paid by the County on or after the date occurring 60 days prior to the date of adoption of this resolution from a portion of the proceeds of the obligations. The County reasonably expects to execute and deliver the obligations to finance all or a portion of the costs of the project and the maximum principal amount of obligations expected to be executed and delivered by County to pay for all or a portion of the costs of the project is \$1,385,396.

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

Section 3. *Itemization of Capital Expenditures.* The Finance Director of the County is hereby authorized, directed and designated to act on behalf of the County in determining and itemizing all of the original expenditures incurred and paid by the County in connection with the project during the period commencing on the date occurring 60 days prior to the date of adoption of this resolution and ending on the date of execution and delivery of the obligations.

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

Adopted this 21st day of June, 2021.

Chairman, Board of County Commissioners

[SEAL]

COUNTY OF DARE, NORTH CAROLINA

Clerk to the Board



NCDEQ Grant Contract 8161 and 8162 Budget Amendment

Description

NCDEQ Contracts 8161 (Southern) and 8162 (Central) were approved for the Dare Central and Southern Dredge Material Permitting Project. During this project it was determined that sediment sampling and testing would be required to secure dredging permits from the State and the Corps of Engineers.

The additional cost for both projects is \$138,000. Dare County's cost share is \$45,996, which reflects 33.33% required by NCDEQ. The Shallow Draft Navigation Fund will pay the remaining balance of \$92,004 (66.67%).

\$45,996 is currently budgeted in G/L account 104570-559913.

Board Action Requested

Approve the Budget Amendment and authorize the County Manager to sign the contract amendments for Grant Contracts 8161 and 8162.

Item Presenter

Robert Outten, County Manager



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

DIONNE DELLI-GATTI
Secretary

June 07, 2021

AMENDMENT NO. 1 rev

AMENDMENT TO CONTRACT NUMBER **8161**
BETWEEN
Dare County
AND THE
NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

Pursuant to the paragraph of the North Carolina General Contract Terms and Conditions Clause pertaining to Amendments of Contract Number **8161**, the Department of Environmental Quality would like to amend said contract to increase the amount payable by **\$20,001.00**, for the total amount payable under the contract a sum not to exceed **\$133,821.88**. This increase is to allow for additional work to be performed as indicated in the revised Scope of Work, which is incorporated as Attachment A and as part of this amendment document.

The Department and the Contractor mutually agree to change the contract ending date from 06/30/2021 to 06/30/2022.

It is the intent of this amendment to address provision(s) noted only, and in no way should this amendment be construed to further modify this contract. All other terms and conditions remain the same.

Please indicate acceptance by your signature below.

Dare County

Tommy Kirby, Purchasing Director

Return one (1) original-signed documents to the address specified below for execution by the Department:

wanda.andrews@ncdenr.gov

This amendment when fully executed by all parties will be forwarded to the Contractor.

cc: Kevin Hart, NC DEQ DWR

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

ORIGINAL

Sally Dufosse 6/21/21



North Carolina Department of Environmental Quality
217 West Jones Street | 1601 Mail Service Center | Raleigh, North Carolina 27699-1601
919.707.8600

TP

DEQ CONTRACT FORM - AGREEMENT INFORMATION

DEQ Division & Section: DWR/Directors Office		
Address (MSC/Street):	City	Zip
1617	Raleigh	27699
Contract Administrator (Technical expertise):		Kevin Hart
Phone No: 919-707-3607	E-mail address: Kevin.hart@ncdenr.gov	

Contract Coordinator (Contract Process expertise):		Susan Pope
Phone No: 919-707-9225	E-mail address: Susan.pope@ncdenr.gov	

PURCHASING AND CONTRACTS ONLY

FSD Purchasing Agent: _____
 Date Received: _____
 Requisition No: _____
 PO No: _____
 AMENDMENT NO: _____

CONTRACT INFORMATION:

Contractor: Dare County	Check one of the following: <input type="checkbox"/> Minority (51% owned) <input type="checkbox"/> Woman (51% owned) <input type="checkbox"/> Handicapped (51% owned) <input checked="" type="checkbox"/> None of the above
Contractor Key Contact / PI: Dustin Peele	
Street/PO Box # _____	
City/State/Zip: P.O. Box 1000 Manteo, NC 27954	
Phone No: 252-475-5000	
E-mail Address: Dustin.Peele@darenc.com	

Address (Mail Contract for Execution): (University? / N/A)	Address (checks are mailed if different from Contract Execution address):
Name: Lisa Anglin	Name: _____
Street/PO Box # P.O. Box 1000	Street/PO Box # _____
City/State/Zip: Manteo, NC 27954	City/State/Zip: _____

Contract Period (Work cannot begin until fully executed contract is in place)	Start Date:	End Date:
---	-------------	-----------

DEQ Contract Amount (complete for initial contract request only):	\$ _____
---	----------

Amendment No: 1 Revised	Amendment Type:	No-Cost Time Extension <input checked="" type="checkbox"/>	Increase or Decrease Contract Amount: <input checked="" type="checkbox"/>	Revised Scope of Work Attached (check one): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
-------------------------	-----------------	--	---	--

(Required) Explain why amendment is necessary:
 Additional time and funds are needed to obtain sediment samples required for permitting. Error on 1st Amd 1 request.
 Total amended contract amount (State and County) is \$200,723.

Time Extension from: 6/30/21	Time Extension to: 6/30/22
------------------------------	----------------------------

Amendment Amount: \$ 20,001.00	Revised Contract Total (Initial contract amount plus all amendments): \$ 133,821.88
--------------------------------	---

ENCUMBRANCE (Actual or Estimate Per FY):				UNENCUMBRANCE:			
FY	--	\$ 20,001	Co: 1602 Acct: 536990 Center: 2182	PO Line	\$	Co:	Acct: Center
FY	--	\$	Co: Acct: Center	PO Line	\$	Co: Acct: Center	
FY	--	\$	Co: Acct: Center	PO Line	\$	Co: Acct: Center	
FY	--	\$	Co: Acct: Center	PO Line	\$	Co: Acct: Center	

PAYMENT SCHEDULE (Check one):	
<input checked="" type="checkbox"/>	Reimburse for allowable expenditures according to amount specified in Scope of Work / a minimum of 10% withheld until DEQ accepts final work.
<input type="checkbox"/>	Reimburse 90% of all invoices for allowable expenditures with 10% of each invoice withheld until DEQ accepts final work.
<input type="checkbox"/>	Reimburse actual invoices submitted with a minimum of 10% of DEQ Contract amount withheld until DEQ accepts final work.
<input type="checkbox"/>	A Lump sum payment when DEQ accepts contract fulfillment.
<input type="checkbox"/>	Other (Specify):

MANDATORY SIGNATURES:

By signature, I certify that the above budget information is correct, appropriately budgeted & currently available in the Division's budget as specified in the above encumbrance information.

DIVISION BUDGET OFFICER:	<u>Katherine Bullock</u>	5/24/2021
	Signature	Date
DIVISION DIRECTOR:	<u>Julie A. [Signature]</u>	5/25/2021
	Signature	Date



County of Dare
PO BOX 1000, Manteo, NC 27954

252-475-5000

March 23, 2021

Kevin Hart
Coastal Infrastructure Project Manager
NC Division of Water Resources
1617 Mail Service Center
Raleigh, NC 27699-1611

Request for Additional Funding and Contract extension to Contract 8161 Southern Dare County Dredge Material Permit Project

Mr. Hart,

Dare County requests additional funding and a contract extension to Contract 8161 Southern Dare County Dredge Material Permit Project. During the project it was determined that sediment sampling and testing would be required in order to gain dredging permits from the State and Corps of Engineers. The additional funds will be used to contract out the testing and sampling of the sediment in the Hatteras Inlet Bar. The cost of the sampling and testing is \$30,000.00. Dare County request funding for up to \$20,001.00 (66.67%) and recognize the County's cost share totaling \$9,999.00 (33.33%).

In addition, Dare County requests to extend the contract by 12 months to June 31, 2022. During the permitting process it was determined that additional time would be required to receive the necessary permits per the contract. So far Dare County has determined means and methods for the material placement and is in the process of preparing the permit application for submittal. Once the sediment samples are analyzed the application will be submitted to the State and Corps Regulatory.

For further questions, please reach out to Brent Johnson, Project Manager, brent.johnson@darenc.com.

Sincerely,

A handwritten signature in cursive script that reads "Brent Johnson".

Brent Johnson
Project Manager
Dare County Waterways



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

DIONNE DELLI-GATTI
Secretary

June 07, /2021

AMENDMENT NO. 1 Rev.

AMENDMENT TO CONTRACT NUMBER **8162**
BETWEEN
Dare County
AND THE
NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

Pursuant to the paragraph of the North Carolina General Contract Terms and Conditions Clause pertaining to Amendments of Contract Number **8162**, the Department of Environmental Quality would like to amend said contract to increase the amount payable by **\$72,003.60**, for the total amount payable under the contract a sum not to exceed **\$188,321.43**. This increase is to allow for additional work to be performed as indicated in the revised Scope of Work, which is incorporated as Attachment A and as part of this amendment document.

The Department and the Contractor mutually agree to change the contract ending date from 06/30/2021 to 06/30/2022.

It is the intent of this amendment to address provision(s) noted only, and in no way should this amendment be construed to further modify this contract. All other terms and conditions remain the same.

Please indicate acceptance by your signature below.

Dare County

Tommy Kirby, Purchasing Director

Return one (1) original-signed documents to the address specified below for execution by the Department:

wanda.andrews@ncdenr.gov

This amendment when fully executed by all parties will be forwarded to the Contractor.

cc: Kevin Hart, NC DEQ DWR

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

Sally DeFosse 6/21/21



DEQ CONTRACT FORM - AGREEMENT INFORMATION

Attachment A Amd 1 Rev. Time and funds
 DEQ Contract 8162
 8162

(Assigned by Contract Coordinator)

DEQ Division & Section: DWR/Directors Office		
Address (MSC/Street): 1617	City Raleigh	Zip 27699
Contract Administrator (Technical expertise): Kevin Hart		
Phone No: 919-707-3607	E-mail address: Kevin.hart@ncdenr.gov	
Contract Coordinator (Contract Process expertise): Susan Pope		
Phone No: 919-707-9225	E-mail address: Susan.pope@ncdenr.gov	

PURCHASING AND CONTRACTS ONLY

FSD Purchasing Agent: _____
 Date Received: _____
 Requisition No: _____
 PO No: _____
 AMENDMENT NO: _____

CONTRACT INFORMATION:

Contractor: Dare County		Check one of the following:	
Contractor Key Contact / PI: Dustin Peele		<input type="checkbox"/> Minority (51% owned)	
Street/PO Box # _____		<input type="checkbox"/> Woman (51% owned)	
City/State/Zip: P.O. Box 1000 Manteo, NC 27954		<input type="checkbox"/> Handicapped (51% owned)	
Phone No: 252-475-5000		<input type="checkbox"/> None of the above	
E-mail Address: brent.johnson@darenc.com			
Address (Mail Contract for Execution): (University? / N/A)		Address (checks are mailed if different from Contract Execution address):	
Name: Lisa Anglin		Name: _____	
Street/PO Box # P.O. Box 1000		Street/PO Box # _____	
City/State/Zip: Manteo, NC 27954		City/State/Zip: _____	
Contract Period (Work cannot begin until fully executed contract is in place)		Start Date:	End Date:
DEQ Contract Amount (complete for initial contract request only): \$ _____			
Amendment No: 1 revised	Amendment Type: _____	No-Cost Time Extension <input checked="" type="checkbox"/>	Increase or Decrease Contract Amount: <input checked="" type="checkbox"/>
		Revised Scope of Work Attached (check one): Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	
(Required) Explain why amendment is necessary: Additional time and funds are needed to obtain sediment samples required for permitting. Error on 1st Amd 1 request. Total state and County equals \$282,468. Dare match funds total \$94,146.58.			
Time Extension from: 6/30/21	Time Extension to: 6/30/22		
Amendment Amount: \$ 72,003.60	Revised Contract Total (Initial contract amount plus all amendments): \$ 188,321.42		
ENCUMBRANCE (Actual or Estimate Per FY):		UNENCUMBRANCE:	
FY ____ -- \$ 72003.60 Co: 1602 Acct: 536990 Center 2182	PO Line ____ \$ _____ Co: _____ Acct: _____ Center _____		
FY ____ -- \$ _____ Co: _____ Acct: _____ Center _____	PO Line ____ \$ _____ Co: _____ Acct: _____ Center _____		
FY ____ -- \$ _____ Co: _____ Acct: _____ Center _____	PO Line ____ \$ _____ Co: _____ Acct: _____ Center _____		
FY ____ -- \$ _____ Co: _____ Acct: _____ Center _____	PO Line ____ \$ _____ Co: _____ Acct: _____ Center _____		
PAYMENT SCHEDULE (Check one):			
<input checked="" type="checkbox"/> Reimburse for allowable expenditures according to amount specified in Scope of Work / a minimum of 10% withheld until DEQ accepts final work.			
<input type="checkbox"/> Reimburse 90% of all invoices for allowable expenditures with 10% of each invoice withheld until DEQ accepts final work.			
<input type="checkbox"/> Reimburse actual invoices submitted with a minimum of 10% of DEQ Contract amount withheld until DEQ accepts final work.			
<input type="checkbox"/> A Lump sum payment when DEQ accepts contract fulfillment.			
<input type="checkbox"/> Other (Specify): _____			

MANDATORY SIGNATURES:

By signature, I certify that the above budget information is correct, appropriately budgeted & currently available in the Division's budget as specified in the above encumbrance information.

DIVISION BUDGET OFFICER: Katherine Bullock Signature 5/24/2021 Date

DIVISION DIRECTOR: Julie A. [Signature] Signature 5/25/2021 Date



County of Dare
PO BOX 1000, Manteo, NC 27954

252-475-5000

March 23, 2021

Kevin Hart
Coastal Infrastructure Project Manager
NC Division of Water Resources
1617 Mail Service Center
Raleigh, NC 27699-1611

Request for Additional Funding and Contract extension to Contract 8162 Central Dare County Dredge Material Permit Project

Mr. Hart,

Dare County requests additional funding and a contract extension to Contract 8162 Central Dare County Dredge Material Permit Project. During the project it was determined that sediment sampling and testing would be required in order to gain dredging permits from the State and Corps of Engineers. The additional funds will be used to contract out the testing and sampling of the sediment in the Manteo/Shallowbag Bay Federal Authorization channels where samples do not exist. The cost of the sampling and testing is \$108,000.00. Dare County request funding for up to \$72,003.60 (66.67%) and recognize the County's cost share totaling \$35,996.40 (33.33%).

In addition, Dare County requests to extend the contract by 12 months to June 31, 2022. During the permitting process it was determined that additional time would be required to receive the necessary permits per the contract. So far Dare County has determined means and methods for the material placement and is in the process of preparing the permit application for submittal. Once the sediment samples are analyzed the application will be submitted to the State and Corps Regulatory.

For further questions, please reach out to Brent Johnson, Project Manager, brent.johnson@darenc.com.

Sincerely,

A handwritten signature in cursive script that reads "Brent Johnson".

Brent Johnson
Project Manager
Dare County Waterways

DARE COUNTY

BUDGET AMENDMENT

F/Y 2020/2021

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Waterways</u>					
<u>Revenues:</u>					
NCDEQ Grant-Southern Channel	103570	427013	00766	20,001	
NCDEQ Grant-Central Channel	103570	427013	00767	72,003	
<u>Expenditures:</u>					
Southern Channel Maintenance	104570	559913	00766	30,000	
Central Channel Maintenance	104570	559913	00767	108,000	
Dredging-Local Cost	104570	559900			45,996

Explanation:

Additional state grant funds have been received by the County for continued work on the Southern Dare County Channel Maintenance and Central Dare County Channel Maintenance projects. These projects are providing the necessary spoil sites for the U.S. Army Corps of Engineers dredge events for Rollinson Channel and the Manteo/Shallowbag Bay Interior Channels. The State's share of the work is 66.67% and the County's share is 33.33%.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



Avon Property Owner's Association July 4th Celebration

Description

In order to sponsor the July 4th, 2021 fireworks display at the Avon Fishing Pier, the Avon Property Owner's Association in cooperation with Pyrotecnico has submitted all necessary documentation with the exception of the final shell count to the Fire Marshal's Office for permitting. All paperwork has been reviewed and found to be in order and in compliance with North Carolina Fire Code and Dare County Ordinances. Fire Marshal Kovacs will be on-site to conduct all required inspections prior to and after the show.

Board Action Requested

Approval of request to conduct a fireworks display per Dare County Ordinance CHAPTER 102: FIREWORKS AND PYROTECHNICS

Item Presenter

Steven Kovacs, Fire Marshal



PYROTECNICO™

VITALE FAMILY FIREWORKS * 1889

Avon Property Owners Association

Avon, NC

07.04.2021





Hello Fire Marshall Kovacs,

Pyrotecnico Fireworks, Inc has the pleasure of producing a fireworks display for the Avon Property Owners Association, Inc at the Avon Fishing Pier Hatteras Island 41001 Hwy 12 Avon, NC 27915. Kindly find enclosed Pyrotecnico's permit application packet for the July 4, 2021 display. This packet contains:

- PYROTECNICO FIREWORKS DISPLAY PERMIT APPLICATION
- William Alexander will serve as the lead pyrotechnic for this fireworks display. His mobile phone number is [REDACTED] His outdoor pyrotechnics display operators license is also attached.
- Pyrotecnico's Display Site Plan
- Pyrotecnico's Fireworks Display Product Recap
- Pyrotecnico's Certificate of Liability Insurance
- Pyrotecnico's ATF License
- Pyrotecnico's Standard Operating Procedure NFPA 1123 - Safety Plan

The following entities have also been contacted:

- USCG
- FAA

A Pyrotecnico technician will make a sweep of the area after cool down and pick up any immediate debris.

Upon your review and approval, may I kindly request to receive via email at kthomas@pyrotecnico.com, the signed approved permit / your verbal confirmation that Pyrotecnico is good to proceed with this display.

Should you have any questions or require additional information, please do not hesitate to contact me directly at 723.923.6628.

We look forward to working with your department to conduct the safest Oohs and Aahs.

Thank you,

Katherine Thomas
Permitting Coordinator | PYROTECNICO
Office 724.923.6628 | www.pyrotecnico.com



COUNTY OF DARE

Department of Emergency Management Office of the Fire Marshal

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

Firework - Permit Application

Show Information

Show Name: Avon Property Owners Association 4th of July Celebration
Show Date: 07.04.2021 Show Time: 9:15 PM Duration: 25 min Rain Date: 07.05.2021
Show Location: Avon Fishing Pier (Hatteras Island) 41001 NC Highway 12 Avon, NC 27915
Show Sponsor: Avon Property Owners Association, Inc
Address: PO Box 9
City: Avon, NC ZIP: 27915
Sponsor Contact: Pat Weston
Phone: [REDACTED] Cell: [REDACTED]
Email: obxblondie@aol.com FAX: unknown

Pyrotechnic Contractor

Name: Pyrotecnico Fireworks, Inv ATF License: 8-PA-073-23-1J 12122
Address: PO Box 149
City: New Castle State: PA ZIP: 16103
Phone: 724.923.6628 Cell: [REDACTED]
Email: kthomas@pyrotecnico.com FAX: 724.652.1288
Contact Name: Katherine Thomas Cell: [REDACTED]

Technician Information

Operator

Name: William Alexander NC License: 3081
Phone: [REDACTED] Cell: [REDACTED]
Email: [REDACTED]

Assistants

Name: see attached list NC License: [REDACTED]
Name: [REDACTED] NC License: [REDACTED]

Site Information (Load in site)

Owner Name: See attached timeline
Address: [REDACTED] State: [REDACTED] ZIP: [REDACTED]
City: [REDACTED]
Phone: [REDACTED] Cell: [REDACTED]
Email: [REDACTED] FAX: [REDACTED]
Contact Name: [REDACTED] Cell: [REDACTED]

Barge Operator

Owner Name: NA
Address: [REDACTED]
City: [REDACTED] State: [REDACTED] ZIP: [REDACTED]
Phone: [REDACTED] Cell: [REDACTED]
Email: [REDACTED] FAX: [REDACTED]
Contact Name: [REDACTED] Cell: [REDACTED]

I certify to the best of my knowledge that all information provided herein is true and correct as submitted to the Dare County Fire Marshal's Office. All work performed under this permit shall conform to the plans, manufacturers specifications, and applicable North Carolina Building Codes and standards. I have read the instructions on the back page and have submitted the required documents. I understand that the completion of this application does NOT entitle the commencement of construction or operation of the system and I will call for all required inspections.

Applicant Signature

Katherine Thomas
Permitting Coordinator

May 17, 2021
Date

Instructions

The applicant shall submit all needed documentation to the Fire Marshal's Office in order to process the application. Submission shall include, but not limited, to the following documents. If other documentation is needed by the Fire Marshal's Office the applicant shall submit such documentation for review when requested.

- Provide site plan showing show set-up and all required safety and fallout zone radius.
- Provide shell inventory (size, count); break down open, body, & finale.
- Provide copies of state operator and assistant licenses.
- Provide copy of insurance certificate.
- Provide copy of ATF license.
- Provide event schedule timeline and site security plan.
- Provide copy of Coast Guard permit; if applicable.
- If a barge show, provide barge size calculation per NFPA 1123
- Provide copy of property use agreement(s).

The event sponsor is required to develop an Incident Action Plan for the event. All agencies and organizations involved with the planning, support, and production of the event included. This must be completed and forwarded to the Fire Marshal's Office 2-weeks prior to the event for review and approval.

For Office Use Only

Date Filled: _____ Application Complete? _____ If not complete, date returned: _____

REVIEWED

Reviewed By: **By Steven Kovacs at 12:08 pm, Jun 01, 2021** [] Rejected Approved

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.



Hyde County (Ocracoke)
Display Date: July 3, 2021

Avon Property Owners Association (Avon)
Display Date: July 4, 2021

Ferry Itinerary

Friday, July 2, 2021

1:00 pm - Fireworks truck en route to Hatteras-Ocracoke Ferry For Ocracoke fireworks display.

3:00 pm to 4:00 pm - One truck containing fireworks, one to two essential crew vehicles and the fire marshal take ferry to Ocracoke.

Saturday, July 3, 2021

Ocracoke Fireworks Display

Sunday, July 4, 2021

12:00 am to 1:00 am - One truck fireworks and one to two essential crew vehicles take Ocracoke-Hatteras ferry en route to Hatteras.

Avon Fireworks Display

From: Katherine Thomas kthomas@pyrotecn.co.com
Subject: 210704 Avon F reworks D sp ay
Date: May 20, 2021 at 11:12 AM
To: NCMARINEEVENTS@uscg.m NCMARINEEVENTS@USCG.m

Good Morn ng!
P ease see the attached add t ona paperwork for th s show.
As soon as I have the BOL's, I w send them your way.
Thank you!

Katherine Thomas
Permitting Coordinator | PYROTECNICO
724.923.6628 | www.pyrotecnico.com



USCG 210704
Avon P...py.pdf

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2020-2021

Registrant: PYROTECNICO FIREWORKS INC.
ATTN: Timothy Kunkel
PO BOX 149
NEW CASTLE, PA 16103

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 061920550064C Effective: July 1, 2020 Expires: June 30, 2021

HM Company ID: 35539

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration

number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

DISPLAY INFORMATION



Applicant:

Pyrotecnico Fireworks, Inc.
PO Box 149 New Castle, PA 16103

Contact: Katherine Thomas | 724.923.6628 | kthomas@pyrotecnico.com

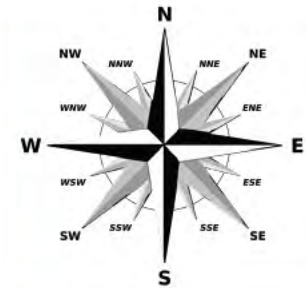
Event: Avon Property Owners Association July 4th Fireworks

Display Location: Avon Pier Hatteras Island 41001 Highway 12 Avon, NC 27915

Display Date(s): July 4, 2021

Pyrotechnicians:

William Alexander | Lead Technician | [REDACTED]



**Avon Property Owners Association, Inc.
Fireworks Display Site Plan**

Avon Fishing Pier
41001 NC-12
Avon, NC 27915

LAT / LONG
35°20'50.29" N
75°29'57.32" W

REVISED DATE: 01.17.2021

DRAWN BY:
Justin Pruett

NOTES:
Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.



- Audience - Radius

- Fire

- Wind Direction

- Safety Fallout Zone

420' Safety Fall Out Radius

6" Maximum Device Per Pyrotecnico 100' Per Inch Policy

LICENSES & RESUMES

Qualifications, Experience, Licenses of the Operator(s) and Company Licenses



**Outdoor Pyrotechnics
Display**

**OPERATORS
LICENSE**

**F
E
B**



**2
0
2
2**

**William Alexander
License # 1078**

SAFETY PLAN & INSURANCE



In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License/Permit
Number **8-PA-073-23-1J-12122**

Chief, Federal Explosives Licensing Center (FELC)
Christopher R. Reers

Expiration
Date **September 1, 2021**

Name
PYROTECNICO

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**299 WILSON RD
NEW CASTLE, PA 16101-**

Type of License or Permit

23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

PYROTECNICO FIREWORKS INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149

Licensee/Permittee Responsible Person Signature

Stephen J. Vitale

Printed Name

President/CEO

Position Title

Feb. 7, 2019

Date

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License Permit Name: PYROTECNICO FIREWORKS INC

Business Name: PYROTECNICO

License Permit Number: 8-PA-073-23-1J-12122

License Permit Type: 23-IMPORTER OF EXPLOSIVES

Expiration: September 1, 2021

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2021

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

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

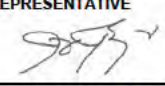
PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME PHONE (A/C, No, Ext) 216-658-7100		FAX (A/C, No) 216-658-7101
	E-MAIL ADDRESS info@brittongallagher.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Pyrotecnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	INSURER A Everest Indemnity Insurance Co.		10851
	INSURER B Everest Denali Insurance Company		16044
	INSURER C Arch Speciality Ins Co		21199
	INSURER D Everest National Insurance Company		10120
	INSURER E		
	INSURER F		

COVERAGES **CERTIFICATE NUMBER: 878821353** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB LTY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	S18ML00891-211	1/14/2021	1/14/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	S18CA00141-211	1/14/2021	1/14/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UXP1035252-01	1/14/2021	1/14/2022	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACC DENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
D	Excess Liability #2			S18EX01314-211	1/14/2021	1/14/2022	Each Occ/ Aggregate Total Limits	\$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 Fireworks Display Date: July 4, 2021 Rain Date: July 5, 2021
 Location: Avon Fishing Pier, 41001 NC 12, Avon, NC 27915
 Additional Insured: Avon Property Owners Association, Inc. (APOA); Avon Fishing Pier, 41001 NC 12, Avon, NC 27915; United States of America and the National Park Service; Dare County Tourism Board; County of Dare, NC; Koru Village, Inc.; Avon Fireworks Committee

CERTIFICATE HOLDER Avon Property Owners Association, Inc. P. O. Box 9 Avon NC 27915	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.



Standard Operating Procedure / Safety Plan Fireworks Displays

Pyrotecnico Fireworks, Inc.
P.O. Box 149
New Castle, PA 16103
Headquarter Office: 800.854.4705
www.pyrotecnico.com

Pyrotecnico Emergency Contacts:

- Bob Ross, Chief Operations Officer
 - Office: 724.652.9555 [REDACTED]
- Paul Gaffney, Director of Facilities/Safety & Compliance
 - Office: 856.697.1023 | [REDACTED]
- Pruett, Justin
 - Cell: [REDACTED]
- Chem-Tel 24-Hour Emergency Response: 1.800.255.3924

Standard Guidelines:

All safety precautions as prescribed by the National Fire Protection Association (NFPA) code 1123 shall be adhered to at all times.

As required by the Authority Having Jurisdiction (“AHJ”), all inspections of the firing area(s) will be arranged in advance of the crew’s arrival on site.

All mortars and/or racks used in the display shall be made of and/or from approved materials sufficient to provide a safe display per the National Fire Protection Association (NFPA) code 1123.

A safe perimeter of 70 feet per inch, at minimum, of the largest shell size (National Fire Protection Association (“NFPA”) Guidelines, Section 1123) shall be maintained and secured at all times by the Sponsor and Pyrotecnico.

The fireworks and firing equipment shall not be left unattended at any time while on the display site and shall be protected from inclement weather at all times.

v2 OCT 2018



All Pyrotecnico personnel shall wear protective safety equipment for head, eye, hearing and feet as well as long sleeves and pants during the set-up, firing and clean up of the fireworks. Shorts are unacceptable attire.

Neither smoking nor smoking materials such as matches, lighters or open flame shall be within 50 feet of fireworks or pyrotechnic materials.

The use of cell phones and/or radios that generate radio frequencies will be kept to a minimum within the immediate discharge area while pyrotechnics are being prepared, loaded, set-up and firing.

Security on site will be arranged by the event Sponsor if needed.

Only assigned technicians required to set-up and perform the display will be allowed on the display site.

No person shall be allowed on site that is under the influence of alcohol, narcotics or medication which could adversely affect their ability to safely perform their duties.

Arrangements should be made by the event Sponsor for fire service and emergency medical services ("EMS") to be available during the fireworks display(s).

Pyrotecnico will have a minimum of two (2) water pressure fire extinguishers on site during the fireworks display.

Pyrotecnico provides appropriate insurance with limits of \$10M.

Fireworks Display Termination Procedure:

Weather conditions will be assessed by the fire official and the lead fireworks operator on the display site according to the conditions on site at the time. Bad weather, including but is not limited to, is defined as winds in excess of 15 mph or wind gusts of 20 mph or more, along with rain and/or thunderstorms. Other non-weather related emergencies can also terminate firing which shall also be determined by the fire official and the lead fireworks exhibitor at the display site.

Crowd control is imperative and must be maintained by security personnel, monitors and barriers. If at any time during the load in, firing and strike, security patrols and/or monitors detect any breach of the fall out/safety zone perimeter, any and all activity will cease immediately. Activity will only resume when the security of the fall out zone has been reestablished.



Arrival On-Site

The operator shall contact the sponsor, sponsor's on-site contact and the AHJ to confirm the following: their arrival, the display time, the method of communication to indicate when the firing should start, the length of the display, the wind direction, safety distances, cool down period, potential overhead obstructions and the first light search plan.

All AHJ requirements received shall be followed.

The operator will conduct a Pyrotecnico crew meeting to discuss all safety requirements, details of the display and assign tasks.

Pre-Display

The lead operator shall verify the following:

An inspection of all equipment and materials has been completed prior to set up.

The safety/fall out zone is clear of all unauthorized personnel.

Fire extinguishers are placed at strategic locations.

All mortars racks are perpendicular to audience. Racks and pyrotechnic holders are free of debris, and secured and stable to prevent falling over during use.

All fireworks display shells are pre-loaded and properly fit into mortars.

All mortar racks and finale chains are covered with foil.

For a manual firing, extra fuses are readily available.

For electrical firing, the arming key has been removed from the board and in the lead operator's physical possession at all times during load-in. The lead operator will also confirm prior to testing and the display that the firing system battery is fully charged; the igniter wires are secured and cleared of adjacent mortars; the firing modules are secured and protected; and all cables (and ground wires, if applicable) are connected from the firing modules to the firing board.



For continuity testing of an electrical firing, in addition to confirming the firing board is in “TEST” mode prior to the test, the lead operator shall confirm that the safety fall out radius is clear of unauthorized and non-essential personnel, everyone is informed of the testing is commencing and the board is disarmed & arming key is REMOVED after testing. Continuity testing shall continue until 100% continuity is confirmed. The final continuity check shall occur not more than 30 to 45 minutes prior to the display start time.

Immediately before the display, the lead operator shall confirm the crowd has been controlled and the safety/fall out zone is maintained; all applicable personnel, including fire service, EMS units and Pyrotecnico crew members, are available and ready; and that the current and approaching weather is favorable.

Post Display:

Fifteen minutes after the conclusion of the display, a search will be conducted by Pyrotecnico personnel of the display and fallout areas to confirm that any unfired live product or shells are accounted for, properly handled, repackaged and secured according to federal DOT regulations.

Non-fired product shall not be shot without the permission of BOTH the sponsor and the fire department.

Once the all clear sign is given disassembly of the display shall begin.

The firing site shall be cleaned.

A mandatory first daylight search shall be conducted the following day to inspect the firing site, fall-out areas, spectator viewing areas and any reasonable surrounding areas for pyrotechnic debris and “duds”. All pyrotechnic debris and “duds” shall be accounted for, properly handled, repackaged and secured according to federal DOT regulations.

SAFETY DATA SHEETS

Information on safety data sheets (SDS) for the material(s) to be used



Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

1 Identification

Product identifier

Trade name:

Fireworks, Display

Product code:

Fireworks, 1.3G UN0335

Recommended use and restriction on use

Recommended use: Explosive product for professional use for entertainment and technical purposes

Restrictions on use: Contact manufacturer/supplier

Details of the supplier of the Safety Data Sheet

Manufacturer/Supplier:

Pyrotecnico Fireworks Inc.
299 Wilson Rd
New Castle, PA 16101
724-652-9555

Emergency telephone number:

ChemTel Inc.
(800)255-3924, +1 (813)248-0585

2 Hazard(s) identification

Classification of the substance or mixture

Expl. 1.3 H203 Explosive; fire, blast or projection hazard.

Label elements

GHS label elements

The product is classified and labeled according to the Globally Harmonized System (GHS).

Hazard pictograms:



GHS01

Signal word: Danger

Hazard statements:

H203 Explosive; fire, blast or projection hazard.

Precautionary statements:

P210 Keep away from heat/sparks/open flames/hot surfaces. No smoking.
P250 Do not subject to grinding/shock/friction.
P280 Wear protective gloves/protective clothing/eye protection/face protection.
P373 DO NOT fight fire when fire reaches explosives.
P370+P380 In case of fire: Evacuate area.
P372 Explosion risk in case of fire.

(Cont'd. on page 2)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name:

Fireworks, Display

(Cont'd. of page 1)

P401 Store in accordance with local/regional/national/international regulations.

P501 Dispose of contents/container in accordance with local/regional/national/international regulations.

· **Other hazards** There are no other hazards not otherwise classified that have been identified.

· **Explosive Product Notice**

PREVENTION OF ACCIDENTS IN THE USE OF EXPLOSIVES - The prevention of accidents in the use of explosives is a result of careful planning and observance of the best known practices. The explosives user must remember that he is dealing with a powerful force and that various devices and methods have been developed to assist him in directing this force. He should realize that this force, if misdirected, may either kill or injure both him and his fellow workers.

WARNING - All explosives are dangerous and must be carefully handled and used following approved safety procedures either by or under the direction of competent, experienced persons in accordance with all applicable federal, state, and local laws, regulations, or ordinances. If you have any questions or doubts as to how to use any explosive product, DO NOT USE IT before consulting with your supervisor, or the manufacturer, if you do not have a supervisor. If your supervisor has any questions or doubts, he should consult the manufacturer before use.

3 Composition/information on ingredients

· **Chemical characterization: Mixtures**

· **Components:**

Components for product possessing only physical hazards do not require reporting. These components are considered proprietary.

4 First-aid measures

· **Description of first aid measures**

· **General information:**

Information is only applicable to product contents, and not to product as normally supplied. This information is applicable to damaged, leaking, or spilled product as contact with contents is possible under these conditions.

· **After inhalation:** Supply fresh air; consult doctor in case of complaints.

· **After skin contact:**

Wash with soap and water.

In case of minor burns, flush with cool water.

If skin irritation is experienced, consult a doctor.

· **After eye contact:**

Remove contact lenses if worn.

Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor.

· **After swallowing:**

Unlikely route of exposure.

Do not induce vomiting; immediately call for medical help.

(Cont'd. on page 3)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name:

Fireworks, Display

(Cont'd. of page 2)

- **Most important symptoms and effects, both acute and delayed:**
Blast injury if mishandled.
Thermal burns, if mishandled.
- **Danger:** Danger of blast or crush-type injuries.
- **Indication of any immediate medical attention and special treatment needed:**
Product may produce physical injury if mishandled. Treatment of these injuries should be based on the clinical presentation.

5 Fire-fighting measures

- **Extinguishing media**
- **Suitable extinguishing agents:**
DO NOT fight fire when fire reaches explosives.
Flood area with water. If no water is available, carbon dioxide, dry chemical or earth may be used. If the fire reaches the cargo, withdraw and let fire burn.
- **For safety reasons unsuitable extinguishing agents:** None.
- **Special hazards arising from the substance or mixture**
Explosive; fire, blast or projection hazard.
During heating or in case of fire poisonous gases are produced.
- **Advice for firefighters**
- **Protective equipment:**
Wear self-contained respiratory protective device.
Wear fully protective suit.
- **Additional information:**
Eliminate all ignition sources if safe to do so.
In case of fire: Evacuate area. Fight fire remotely due to the risk of explosion.
Cool endangered receptacles with water spray.
Flammability Classification: (defined by 29 CFR 1910.1200) Explosive. Can explode under fire conditions. Individual devices will randomly explode. Mass explosion of multiple devices is possible under certain conditions. Burning material may produce toxic and irritating vapors. In unusual cases, shrapnel may be thrown from exploding devices under containment. See 2012 Emergency response Guidebook for further information.

6 Accidental release measures

- **Personal precautions, protective equipment and emergency procedures**
Wear protective equipment. Keep unprotected persons away.
Remove persons from danger area.
Ensure adequate ventilation.
Isolate area and prevent access.
- **Environmental precautions**
Do not allow undiluted product or large quantities of it to reach ground water, water course or sewage system.
- **Methods and material for containment and cleaning up**
Pick up mechanically.

(Cont'd. on page 4)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name:

Fireworks, Display

(Cont'd. of page 3)

Send for recovery or disposal in suitable receptacles.

- **Reference to other sections**

See Section 7 for information on safe handling.

See Section 8 for information on personal protection equipment.

See Section 13 for disposal information.

7 Handling and storage

- **Handling**

- **Precautions for safe handling:**

Handle with care. Avoid jolting, friction and impact.

Restrict the quantity stored at the work place.

Keep out of reach of children.

- **Information about protection against explosions and fires:**

In case of fire: Evacuate area.

Explosion risk in case of fire.

Keep away from sparks and open flames. - No smoking.

Emergency cooling must be available in case of nearby fire.

- **Conditions for safe storage, including any incompatibilities**

- **Storage**

- **Requirements to be met by storerooms and receptacles:**

Avoid storage near extreme heat, ignition sources or open flame.

- **Information about storage in one common storage facility:**

Store in accordance with local/regional/national/international regulations.

Store away from foodstuffs.

Store away from flammable substances.

- **Further information about storage conditions:**

Store in cool, dry conditions in well sealed receptacles.

Store locked up.

- **Specific end use(s)** No relevant information available.

8 Exposure controls/personal protection

- **Control parameters**

- **Components with limit values that require monitoring at the workplace:**

The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.

- **Exposure controls**

- **Personal protective equipment:**

- **General protective and hygienic measures:**

The usual precautionary measures for handling chemicals should be followed.

Keep away from foodstuffs, beverages and feed.

Wash hands before breaks and at the end of work.

- **Engineering controls:** Provide adequate ventilation.

(Cont'd. on page 5)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name:

Fireworks, Display

(Cont'd. of page 4)

- **Breathing equipment:** Not required under normal conditions of use.
- **Protection of hands:** When needed, wear gloves for protection against mechanical hazards.
- **Eye protection:**



Safety glasses

Follow relevant national guidelines concerning the use of protective eyewear.

- **Body protection:** When needed, wear protective clothing for protection against mechanical hazards.
- **Limitation and supervision of exposure into the environment**
No relevant information available.
- **Risk management measures**
Organizational measures should be in place for all activities involving this product.

9 Physical and chemical properties

Information on basic physical and chemical properties

- **Appearance:**
 - **Form:** Outer shell containing powder, granular, or solid materials.
 - **Color:** According to product specification
- **Odor:** Odorless
- **Odor threshold:** Not determined.
- **pH-value:** Not applicable.
- **Melting point/Melting range:** Not determined.
- **Boiling point/Boiling range:** Not determined.
- **Flash point:** Not applicable.
- **Flammability (solid, gaseous):** Fire or projection hazard.
- **Auto-ignition temperature:** Not determined.
- **Decomposition temperature:** Not determined.
- **Danger of explosion:** Heating may cause an explosion.
- **Explosion limits**
 - **Lower:** Not determined.
 - **Upper:** Not determined.
- **Vapor pressure:** Not applicable.
- **Density:** Not determined.
- **Relative density:** Not determined.
- **Vapor density:** Not applicable.
- **Evaporation rate:** Not applicable.

(Cont'd. on page 6)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name:

Fireworks, Display

(Cont'd. of page 5)

- | | |
|---|------------------------------------|
| · Solubility in / Miscibility with Water: | Insoluble. |
| · Partition coefficient (n-octanol/water): | Not determined. |
| · Viscosity | |
| Dynamic: | Not applicable. |
| Kinematic: | Not applicable. |
| · Other information | No relevant information available. |

10 Stability and reactivity

- **Reactivity:** No relevant information available.
- **Chemical stability:**
- **Thermal decomposition / conditions to be avoided:** Risk of explosion if heated under confinement.
- **Possibility of hazardous reactions**
Explosive; fire, blast or projection hazard.
Toxic fumes may be released if heated above the decomposition point.
Reacts with strong acids and alkali.
- **Conditions to avoid**
Excessive heat.
Sources of ignition: sparks, open flame, incompatible materials
- **Incompatible materials** Oxidizers, strong bases, strong acids
- **Hazardous decomposition products**
Carbon monoxide and carbon dioxide
Nitrogen oxides
Sulfur oxides (SO_x)

11 Toxicological information

- **Information on toxicological effects**
- **Acute toxicity:**
- **LD/LC50 values that are relevant for classification:** None.
- **Primary irritant effect:**
- **On the skin:**
Not a skin irritant in unused form. Vapors/particles from used product are possibly irritating to skin.
- **On the eye:**
Not an eye irritant in unused form. Vapors/particles from used product are possibly irritating to eyes.
- **Sensitization:** Based on available data, the classification criteria are not met.
- **Carcinogenic categories**

· IARC (International Agency for Research on Cancer):
--

None of the ingredients are listed.

(Cont'd. on page 7)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name:

Fireworks, Display

(Cont'd. of page 6)

· **NTP (National Toxicology Program):**

None of the ingredients are listed.

· **OSHA-Ca (Occupational Safety & Health Administration):**

None of the ingredients are listed.

· **Probable route(s) of exposure:**

Skin contact.

Eye contact.

Inhalation.

· **Acute effects (acute toxicity, irritation and corrosivity):**

Danger of blast or crush-type injuries.

Risk of thermal burns.

· **Repeated dose toxicity:** From product as supplied: None.· **CMR effects (carcinogenicity, mutagenicity and toxicity for reproduction)**· **Germ cell mutagenicity:** Based on available data, the classification criteria are not met.· **Carcinogenicity:** Based on available data, the classification criteria are not met.· **Reproductive toxicity:** Based on available data, the classification criteria are not met.· **STOT-single exposure:** Based on available data, the classification criteria are not met.· **STOT-repeated exposure:** Based on available data, the classification criteria are not met.· **Aspiration hazard:** Based on available data, the classification criteria are not met.

12 Ecological information

· **Toxicity**· **Aquatic toxicity** No relevant information available.· **Persistence and degradability** No relevant information available.· **Bioaccumulative potential:** May be accumulated in organism· **Mobility in soil:** No relevant information available.· **Other adverse effects** No relevant information available.

13 Disposal considerations

· **Waste treatment methods**· **Recommendation:**

Must not be disposed of together with household garbage. Do not allow product to reach sewage system. Incinerate in accordance with local, state and federal regulations.

The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and nonhazardous wastes. Residual materials should be treated as hazardous.

(Cont'd. on page 8)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name:

Fireworks, Display

(Cont'd. of page 7)

- **Uncleaned packagings**
- **Recommendation:** Disposal must be made according to official regulations.

14 Transport information

- **UN-Number**
- **DOT, ADR, IMDG** UN0335
- **IATA** FORBIDDEN

- **UN proper shipping name**
- **DOT, ADR, IMDG** Fireworks
- **IATA** FORBIDDEN

- **Transport hazard class(es)**

- **DOT**



- **Class** 1.3
- **Label** 1.3G

- **ADR**



- **Class** 1.3
- **Label** 1.3G

- **IMDG**



- **Class** 1.1
- **Label** 1.3G

- **IATA**
- **Class** FORBIDDEN

- **Packing group**
- **DOT** II

- **Environmental hazards**
- **Marine pollutant:** No

- **Special precautions for user** Not applicable.

(Cont'd. on page 9)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name:

Fireworks, Display

(Cont'd. of page 8)

· **EMS Number:** F-S,B-X· **Transport in bulk according to Annex II of
MARPOL73/78 and the IBC Code** Not applicable.**15 Regulatory information**

- **Safety, health and environmental regulations/legislation specific for the substance or mixture**
- **United States (USA)**
- **SARA**

· **Section 302 (extremely hazardous substances):**

None of the ingredients are listed.

· **Section 304 (emergency release notification):**

None of the ingredients are listed.

· **Section 355 (extremely hazardous substances):**

None of the ingredients are listed.

· **Section 313 (Specific toxic chemical listings):**

Contact manufacturer.

· **TSCA (Toxic Substances Control Act)**

All ingredients are listed.

· **Proposition 65 (California)**· **Chemicals known to cause cancer:**

Contact manufacturer.

· **Chemicals known to cause reproductive toxicity for females:**

Contact manufacturer.

· **Chemicals known to cause reproductive toxicity for males:**

Contact manufacturer.

· **Chemicals known to cause developmental toxicity:**

Contact manufacturer.

· **Carcinogenic categories**· **EPA (Environmental Protection Agency):**

None of the ingredients are listed.

· **IARC (International Agency for Research on Cancer):**

Contact manufacturer.

(Cont'd. on page 10)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name:

Fireworks, Display

(Cont'd. of page 9)

· **NIOSH-Ca (National Institute for Occupational Safety and Health):**

Contact manufacturer.

16 Other information

This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

· **Date of preparation / last revision** 01/06/2017 / -· **Abbreviations and acronyms:**

ADR: European Agreement concerning the International Carriage of Dangerous Goods by Road

IMDG: International Maritime Code for Dangerous Goods

DOT: US Department of Transportation

IATA: International Air Transport Association

CAS: Chemical Abstracts Service (division of the American Chemical Society)

LC50: Lethal concentration, 50 percent

LD50: Lethal dose, 50 percent

NIOSH: National Institute for Occupational Safety

OSHA: Occupational Safety & Health

TLV: Threshold Limit Value

PEL: Permissible Exposure Limit

REL: Recommended Exposure Limit

LDLo: Lowest Lethal Dose Observed

Expl. 1.3: Explosives – Division 1.3

· **Sources**Website, European Chemicals Agency (echa.europa.eu)Website, US EPA Substance Registry Services (ofmpub.epa.gov/sorinternet/registry/substreg/home/overview/home.do)Website, Chemical Abstracts Registry, American Chemical Society (www.cas.org)

Patty's Industrial Hygiene, 6th ed., Rose, Vernon, ed. ISBN: 978-0-470-07488-6

Casarett and Doull's Toxicology: The Basic Science of Poisons, 8th Ed., Klaassen, Curtis D., ed., ISBN: 978-0-07-176923-5.

Safety Data Sheets, Individual Manufacturers

SDS Prepared by:

ChemTel Inc.

1305 North Florida Avenue

Tampa, Florida USA 33602-2902

Toll Free North America 1-888-255-3924 Intl. +01 813-248-0573

Website: www.chemtelinc.com



Request to approve grant application

Description

Requesting permission to apply for Human Trafficking Grant in a partnership with Outer Banks Hotline Crisis Intervention and Prevention Center. This grant will completely fund a Deputy Sheriff to partner with adjoining counties which will create a task force to investigate human trafficking in the four county area which will consist of Dare, Currituck, Camden and Pasquotank Counties.

Board Action Requested

Approval or Take Appropriate Action

Item Presenter

Doug Doughtie, Sheriff



NCDOT Right of Way Three Party Encroachment Agreement for Dare Challenge Project

Description

The Dare County Water Department is requesting that the Three Party Right of Way Encroachment Agreement be approved for a fire hydrant at Dare Challenge.

Board Action Requested

Approval of NCDOT Three Party Right of Way Encroachment Agreement.

Item Presenter

Pat Irwin

ROUTE _____ PROJECT _____ COUNTY OF _____

DEPARTMENT OF TRANSPORTATION

THREE PARTY RIGHT OF WAY
ENCROACHMENT AGREEMENT ON
PRIMARY AND SECONDARY SYSTEM

-AND-

-AND-

THIS AGREEMENT, made and entered into this the _____ day of _____, 20_____, by and between the Department of Transportation, party of the first part; and _____ party of the second part; and _____ party of the third part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) _____, located _____

with the construction and/or erection of: _____

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

R/W (166) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (166) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
DIVISION ENGINEER

WITNESS:

Second Party

WITNESS:

Third Party



Board Appointments

Description

The following Boards have appointments this month:

1. Game and Wildlife Commission
2. Wanchese Community Center Board
3. East Lake Community Center Board

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Game and Wildlife Commission

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

June, 2021

GAME AND WILDLIFE COMMISSION
(Three Year Term)

The Game and Wildlife Commission issues and renews duck blind licenses in all Dare County waters. Renewals and new licenses are received on a yearly basis from August through December of each year.

The following have terms to expire July 2021:

Andrew F. Horne
Phil Haywood
Harvey Scarborough, Jr.
Buddy Shelton

They would all like to be reappointed for another three-year term

Applications have been received from:

John Cook
David Hines

Other Members: See attached list

DARE COUNTY GAME AND WILDLIFE COMMISSION
 (Staggered/Three Year Terms)

Issues and renews blind licenses in all Dare County waters. Renewals and new licenses are received on a yearly basis from August through December of each year.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Kyle Perry 50304 Snug Harbor Drive Frisco, NC 27936 996-0186 (H) 995-5366 (W) kyle@friscorodandgun.com	7-23	Apptd. 7/17 Reapptd. 6/20
Missy McPherson 119 Margaret Court Manteo, NC 27954 473-6831 (H) 216-6831 (C) 473-1292 (W) missyseca@hotmail.com	7-23	Apptd. 7/17 Reapptd. 6/20
Timmy Midgett P.O. Box 250 Manns Harbor, NC 27953	7-22	Apptd. 8/16 Reapptd. 7/19
Mike Johnson P.O. Box 9 Wanchese, NC 27981 441-6958 (H) 473-8262 (W)	7-22	Apptd. 11/05 Reapptd. 7/07,10,13,16, 07/19
Edward "Bow" Meekins P.O. Box 532 Wanchese, NC 27981 423-1403 (H) 473-1803 (W)	7/22	Apptd. 7/13 Reapptd. 7/16,19
Robert Owens 711 Carolina Court Manteo, NC 27954 202-3425 (W) homedevlopment@yahoo.com	7-23	Apptd. 7/17 Reapptd. 6/20
George Henderson PO Box 606 Manteo, NC 27954 256-0596 (C) lforester924@gmail.com	7-23	Apptd. 8/77 Reapptd. 8/90, 7/92, 7/94, 8/97, 8/00, 7/02,05,08 11,14,17,20
Dr. Andrew F. Horne 6405 N. Croatan Hwy. Kitty Hawk, NC 27949 261-2250 (W) 261-2725 (H)	7-21	Apptd. 10/97 Reapptd. 8/00, 7/03,06,09,12,15 7/18
Phil Haywood 2473 Colington Rd. Kill Devil Hills, NC 27948 441-5705	7-21	Apptd. 8/90 Reapptd. 7/92, 7/94, 8/97, 8/00, 7/03,06,09,12,15,18

Harvey Scarborough, Jr. 7-21 Apptd. 7/11
P.O. Box 571 Reapptd;. 7/12,15,18
Avon, NC 27915
252-996-0050 (C)

Buddy Shelton 7-21 Apptd. 7/18
291 Bayview Drive
Stumpy Point, NC 27978
473-5572
buddy.shelton59@gmail.com

NOTES:

MEETING INFO: Once a month, August – December, 7 p.m., Rm. 168, Dare County Adm. Building

CONTACT INFO: Harvey Scarborough, Jr., Chairman
Melva Garrison, Game and Wildlife Clerk

MEMBERS COMPENSATED: \$25 per meeting
\$50 per meeting – Chairman

Bill Walker replaced Randy O'Neal 8/86; Phil Haywood replaced Robert D. Parker 1986.
Sonny Briggs replaced Ken Mann 8/90; David Pruitt replaced Gary Dowdy 8/93.
Leland Midgett replaced Allen Burrus & Barry Martin replaced John Booth, Jr. 7/94.
Bryan Perry replaced Leland Midgett 8/94.
Gen. Statute required term to be for 3 years. Changed terms at direction of County Attorney. (6/24/96)
William H. Wilson replaced Barry Martin and Allan Newcomb replaced Ray Scarborough 8/97.
Dr. Andrew F. Horne replaced Allan Newcomb 10/97.
Timmy Midgett appointed to fill unexpired term of Harry Mann 12/98.

To create staggered terms enacted by the Gen. Assembly, Atty Al Cole recommended: Reappt. Timmy Midgett, David Pruitt, Bill Walker for 1 yr.; Reappt. Bryan Perry, Earl Ray Mann, Sonny Briggs, George Henderson for 2 yrs; Reappt. Andrew Horne, Phil Haywood, William Wilson, Manson Meekins for 3 yrs. This action was done at the 8/7/00 DCBOC meting.

Mike Johnson apptd. to fill unexpired term of David Pruitt 11/05; Buddy Shelton replaced Earl Mann 7/08.
Harvey Scarborough, Jr. appointed to fill unexpired term of William Wilson, 7/11.
Phil Sawyer appointed to fill unexpired term of Manson Meekins 9/11.
Edward "Bow" Meekins replaced Bill Walker 7/13; Eddie Twyne replaced Timmy Midgett 7/16.
Timmy Midgett apptd. to fill unexpired term of Eddie Twyne 8/16.
Mr. Twyne unable to serve due to work schedule conflict.
Kyle Perry replaced Bryan Perry and Missy McPherson replaced Buddy Shelton 7/17
Robert Owens replaced Sonny Briggs 7/17
Buddy Shelton replaced Phil Sawyer who resigned & did not want to be reappointed 7/18

REVISED 6/21

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1st choice Parks and Rec Board

2nd choice Planning Board

3rd choice Wildlife Board

Name John Cook

Address 109 Brakewood Rd

City/State/Zip Manteo, NC 27954

Email Address foresterjc@gmail.com

Telephone Home: 305-8122

Business: 252-542-0119

Resident of Dare County: yes no

Occupation: Forest Ranger - State of NC

Business Address: _____

Educational background:
BS Natural Resources, Masters in Forestry, NCSU

Business and civic experience and skills:
6+ years Dare Youth Sports Coaching
experienced in Environmental Education

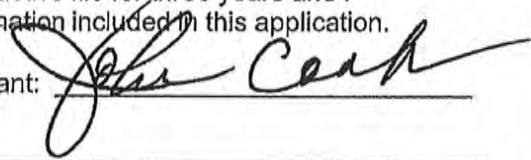
Other Boards/Committees/Commissions on which you presently serve:

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Dean Tolson	- clerk court	- 2167114	
Bob Peele	- Wanchese Industrial Park	4735867	
Boone Vandzura	- NPS Park Ranger	4758307	

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 4/5/2019 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 4-5-19

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1st choice PLANNING BOARD

2nd choice Game & Wildlife Commission

3rd choice EQUALIZATION AND REVIEW BOARD

Name DAVID HINES

Address 306 First Flight Run

City/State/Zip Kitty Hawk, NC 27949

Email Address David@coastalncobx.com

Telephone Home: N/A

Business: 252-573-9547

Resident of Dare County: yes no

Occupation: REAL ESTATE / CONSTRUCTION & DEVELOPMENT

Business Address: 3210 North Croatan Highway Suite 1A
Kill Devil Hills, NC 27948

Educational background:

Attended NC State

Business and civic experience and skills:

Numerous committees in the past with OBAR

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

CURRENT MEMBER, THE BOARD OF ADJUSTMENT TOWN OF
Kitty Hawk.

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>ERVIN BATEMAN</u>	<u>RESTAURANT OWNER</u>		<u>252-202-1072</u>
<u>ROBERT WOODARD</u>	<u>TOWNE INSURANCE</u>		<u>252-702-7219</u>
<u>DAVID JOYNER</u>	<u>TOWNE BANK MORTGAGE</u>		<u>252-599-1714</u>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 02/07/19 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 2/7/19



Wanchese Community Center

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

June, 2021

WANCHESE COMMUNITY CENTER BOARD

(Two Year Term)

**The Wanchese Community Center Board manages and is responsible
for the upkeep of the community building.**

The following terms expire this month:

**Tina Sherrod
Originally Apptd. 2/02**

**Bill Wilson
Originally Apptd. 7/05**

**Sally DeFosse
Originally Apptd. 2/09**

**Becky Beacham
Originally Apptd. 7/13**

**Joseph Lee Willis
Originally Apptd. 10/18**

All would like to be reappointed.

An application has been received from Justin Bateman.

Other Members:
See attached list

WANCHESE COMMUNITY CENTER BOARD
(Two Year Term)

The Wanchese Community Center Board manages and is responsible for upgrading the community building. The community of Wanchese has the opportunity to have reunions, parties, etc. at the community center.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Joyce T. Meekins Old Schoolhouse Rd. Wanchese, NC 27981 252-473-3087	7-22	Apptd. 2-02 Reapptd. 7-02,04,06, 08,10,12,14,16,18, 20
Tina Sherrod PO Box 484 Wanchese, NC 27981 252-473-1826 (H) 252-216-8223 (B) t.sherrod@aparkinglotmaintenance.com	7-21	Apptd. 4-18 Reapptd. 07/19
Bill Wilson 291 ER Daniels Road Wanchese, NC 27981 252-216-6650	7-21	Apptd. 4-17 Reapptd. 7-17,19
Sally DeFosse 165 E.R. Daniels Rd. Wanchese, NC 27981 252-473-3792	7-21	Apptd. 2-09 Reapptd. 7-09,11,13, 15,17,19
Robert L. Walton P.O. Box 733 Wanchese, NC 27981 252-475-1195	7-22	Apptd. 7-05 Reapptd. 7-06, 08,10, 12,18, 20
Becky Beacham P.O. Box 177 Wanchese, NC 27981 252-473-5313	7-21	Apptd. 7-13 Reapptd. 7-15,17,19
Joseph Lee Willis 365 Old Schoolhouse Road Wanchese, NC 27981 252-473-5347 (H) 252-475-9505 (B)	7-21	Apptd. 10-18 Reapptd. 07/19

NOTES:

MEETING INFO: Quarterly, 1st Tuesday of January, April, July, October, 7:00 p.m., Wanchese Community Center

CONTACT INFO: Becky Beacham, Chairman

MEMBERS COMPENSATED: No

8/93 Rosie Davenport replaced Ruth Whiton
8/94 George Schwartz replaced Harry Horton
7/01 Will Fields replaced Randy O'Neal
2/02 Joyce Meekins filled unexpired term of Linda Byrd Daniels
7/03 Patricia Austin replaced Ken Doughty
10/03 John B. Beasley filled unexpired term of Will Fields
7/05 Jimmie Williams filled unexpired term of George Schwartz
7/05 Robert Walton filled unexpired term of Nora Scarborough
2/09 Sally DeFosse filled unexpired term of Patricia Austin
7/13 Becky Beacham replaced Jimmie Williams
12/14 Robin Holt filled unexpired term of Thomas Baum
4/17 Bill Wilson filled unexpired term of Robin Holt
4/18 Tina Sherrod filled unexpired term of Rosie Davenport (who passed away)
10/18 Joseph Lee Willis filled unexpired term of Lish Meekins (who passed away)
7/19 Tina Sherrod, Bill Wilson, Sally DeFosse, Becky Beacham & Joseph Lee Willis reappointed
7/20 – Joyce Meekins and Robert L. Walton reappointed

REVISED 7/2020

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Cheryl Anby, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to cheryl.anby@darenc.com

Advisory Board or Committee interested in:

1st choice Wanchese Community Center Board

2nd choice _____

3rd choice _____

Name Justin Bateman

Address 72 Cudworth Cemetery Rd. / PO Box 87

City/State/Zip Wanchese, NC 27981

Email Address highway345south@gmail.com

Telephone Home: 252-256-3252

Business: 252-441-1024

Resident of Dare County: yes no

Occupation: Radio DJ/Marketing

Business Address: 2422 Wrightsville Ave. Nags Head, NC 27959

Educational background:

Graduate of Manteo High, Class 2003

Some College - Technical School

Business and civic experience and skills:

- Current Member of Dare County Parks & Rec. Board

- Dare County Baseball Board of Directors Member

- Active Member of Bethany United Methodist Church
Wanchese, NC

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

See Page One @ the bottom.

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>Beky Peachum</u>	<u>Barber</u>	<u>Wanchese, NC</u>	<u>252-216-8599</u>
<u>Ken Mann</u>	<u>Minister</u>	<u>Wanchese, NC</u>	<u>252-305-6402</u>
<u>Edward Lee Mann</u>	<u>Former Dare County Public Works Director</u>	<u>Wanchese, NC</u>	<u>252-255-3290</u>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 7/1/2020 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: _____



East Lake Community Center Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

June, 2021

BOARD APPOINTMENT
EAST LAKE COMMUNITY CENTER BOARD
(Three Year Term)

The East Lake Community Center Board manages the use of the Community Building and holds fundraisers to maintain the building.

Rosemarie Doshier
(Original appointment October 2008)

Rosemarie Doshier would like to be reappointed.

No other applications on file

Other Members:
See attached list

EAST LAKE COMMUNITY CENTER BOARD
(Staggered/Three Year Term)

Manages the community building and holds fundraisers to maintain the building for reunions, parties, etc. that are held there.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Ted Hemilright 19635 Dell-Lee Rd. East Lake, NC 27953 473-3192	7-23	Apptd. 3-12 Reaptd. 7-14, 17, 20
Rosemarie Doshier 19880 Hwy 64 East Lake, NC 27953 305-3996 rosemarie@thedoshierteam.com	7-21	Apptd. 10-08 Reaptd. 7-09, 12, 15, 18
Crystal Basnight 14540 Hwy 64 East Lake, NC 27953 473-5025	7-22	Apptd. 10-08 Reaptd. 7-10, 13, 16, 19
Erin Dennison 19402 US Hwy 64 East Lake, NC 27953 252-473-2614 (H) 410-363-5110 (W) Erindennison4610@comcast.net	7-22	Apptd. 06/20

Notes:

MEETING INFO: As needed

CONTACT INFO: Rosemarie Doshier, Chairman

MEMBERS COMPENSATED: No

Asher Vandenburg replaced Ted Hemilright 7/97.
Earl Glenn Twiddy appointed to fill unexpired term of Steve Tyler 12/98.
Danny Rowe appointed to fill unexpired term of Asher Vandenburg 1/99.
John Sethman appointed to fill unexpired term of Earl G. Twiddy 11/99.
Willis Creef appointed to fill unexpired term of Danny Rowe 11/99.
Deanna Etheridge replaced Willis Creef 7/00.
Richard G. Perrot appointed to fill unexpired term of Deanna Etheridge 5/01.
Craig Burgess replaced Earl Twiddy 7/04.
Nancy Cahoon apptd. for 3 yr term 10/08.
Rosemarie Doshier filled unexpired term of John Sethman 10/08.
Crystal Basnight filled unexpired term of Violet Cahoon 10/08.
Brian Horne appointed to fill unexpired term of Craig Burgess 10/10 (term will expire 2013)
Shelly Perrot appointed to fill seat left vacant (last held by Ricky Perrot) 10/10
Ted Hemilright appointed to fill unexpired term of Nancy Cahoon 3/12
Joseph Sexton appointed to fill unexpired term of Brian Horne 3/12
Crystal Basnight and Shelly Perrot reappointed; Joseph Sexton resigned leaving a vacancy 7/19
Shelly Perrot resigned; 4/20; Erin Dennison apptd. to fill her unexpired term 6/20

REVISED 7/20



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