



**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, November 01, 2021**

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

**AGENDA**

- 9:00 AM**      **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1**      Opening Remarks - Chairman's Update
- ITEM 2**      Presentation of County Service Pins - November 2021
- ITEM 3**      Employee of the Month
- ITEM 4**      Public Comments
- ITEM 5**      Richard Fertig -- Requested Amendment Definition of Hotel/Motel-  
*Request for Public Hearing*
- ITEM 6**      OT Enterprises LLC -- Requested Amendments to the R-3 and C-2 Zoning Districts  
*Request for Public Hearing*
- ITEM 7**      Dare County Tourism Board Request Consent Expenditure from  
Restricted Fund Line Item 4999: Tourism Impact Grant
- ITEM 8**      COA Professional Arts Building HVAC Replacement
- ITEM 9**      **Consent Agenda**
- 1. Approval of Minutes
  - 2. Resolution to Convey Personal Property to the Outer Banks SPCA
- ITEM 10**     **Board Appointments**
- 1. Dare County Joint Community Advisory Committee
  - 2. Upcoming Board Appointments
- ITEM 11**     Commissioners' Business & Manager's/Attorney's Business

**ADJOURN UNTIL 5:00 P.M. ON NOVEMBER 15, 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.



*Presentation of County Service Pins - November 2021*

**Description**

The following employees are scheduled to receive service pins this month:

- Darrell Gray, Sheriff's Dept. Investigator - 10 years
- Charles Henderson, Detention Center Purchasing Tech - 40 years

**Board Action Requested**

None - presentation

**Item Presenter**

Robert Outten, County Manager



*Employee of the Month*

**Description**

The Employee of the Month Certification will be presented.

**Board Action Requested**

None

**Item Presenter**

To Be Determined



*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



*Richard Fertig -- Requested Amendment Definition of Hotel/Motel*

**Description**

Richard Fertig has submitted a zoning text amendment application to revise the definitions of hotel and motel in the Zoning Ordinance. A detailed staff report and copy of the draft amendments are attached. The requested motion is to schedule a hearing on November 15, 2021 at 5:00 p.m.

**Board Action Requested**

Motion to schedule a hearing on proposed amendments.

**Item Presenter**

Donna Creef, Planning Director

STAFF REPORT    NOVEMBER 1, 2021 BOARD OF COMMISSIONERS MEETING  
FROM:                DONNA CREEF, PLANNING DIRECTOR  
RE:                  REQUEST TO AMEND ZONING ORDINANCE DEFINITIONS OF  
MOTEL/HOTEL

Joe Anlauf has submitted a text amendment on behalf of Richard Fertig to amend the current Zoning Ordinance definitions of hotel/motel to reflect use of virtual and off-site check-in and management services by the hotel and motel industry. The current definitions were added to the Zoning Ordinance in 2002, as follows:

**Hotel-** An establishment that contains multiple guest rooms for the purpose of providing overnight lodging facilities to the general public for compensation, with or without meals and/or other services, and which has common facilities for reservations, cleaning services, combined utilities and on-site management and reception. (This definition shall not preclude the use of trade names such as "Holiday Inn, " "Travelodge" or similar trade names. The application of the definition shall apply to the nature of the structure and not its trade name.)

**Motel-** An establishment that contains multiple guest rooms for the purpose of providing overnight lodging facilities to the general public for compensation, with or without meals and/or other services, and which has common facilities for reservations, cleaning services, combined utilities and on-site management and reception. Motel guest rooms usually have direct access to a parking area. (This definition shall not preclude the use of trade names such as "Holiday Inn," "Travelodge" or similar trade names. The application of this definition shall apply to the nature of the structure and not its trade name.)

The proposed amendments do not add any hotels or motels as new uses to any zoning district. Hotels are allowed in C-2, C-2H, C-3, I-1, S-1, MHB, HML, MC-1 and H345 zoning districts and the definitions would apply to these districts. The proposed amendments do not broaden the scope of services offered by hotels/motels and is a request to update our definitions to reflect changing market conditions used by the accommodations industry.

The revised language is below with the new language in underlined text.

**Hotel-** An commercial establishment that contains multiple guest rooms for the purpose of providing overnight lodging facilities to the general public for compensation, with or without meals and/or other services, and which has common or virtual facilities for reservations, on or off-site cleaning services, combined utilities and on-site or virtual management and reception. Any structure constructed according to the North Carolina Residential code is not considered a hotel. (This definition shall not preclude the use of trade names such as "Holiday Inn," "Travelodge" or similar trade

names. The application of the definition shall apply to the nature of the structure and not its trade name.)

**Motel-** ~~An~~ commercial establishment that contains multiple guest rooms for the purpose of providing overnight lodging facilities to the general public for compensation, with or without meals and/or other services, and which has common or virtual facilities for reservations, on or off-site cleaning services, combined utilities and on-site or virtual management and reception. Any structure constructed according to the North Carolina Residential Building code is not considered a motel. Motel guest rooms usually have direct access to a parking area. (This definition shall not preclude the use of trade names such as "Holiday Inn," "Travelodge" or similar trade names. The application of this definition shall apply to the nature of the structure and not its trade name.) (Adopted by the DCBC on 5-6-02).

The Planning Board reviewed the Fertig amendment request at their October 11, 2021 meeting. It was my suggestion to add the word "commercial" and the sentence about the NC Residential Code to the definitions in addition to those changes requested by Mr. Fertig. Hotels and motels are commercial uses and afforded a 60% lot coverage amount versus the 30% lot coverage amount applied to residential uses. I felt it was important to add some clarifying language. The Planning Board agreed with the staff suggestions and voted to recommend favorable action on the revised language.

A review of the land use plan found no policies that were applicable to this request. In the absence of any clear policy direction, the request can be determined to be consistent with the land use plan.

In order to move forward, a public hearing on the proposal amendments must be held. The first available date for a hearing is November 15, 2021.

Draft motion: "I move a hearing on the proposed zoning amendments to the definitions of hotel and motel be scheduled for 5:00 p.m. on November 15, 2021."



## Proposed Revisions to Definitions as Recommended by Planning Board

**Hotel-** A commercial establishment that contains multiple guest rooms for the purpose of providing overnight lodging facilities to the general public for compensation, with or without meals and/or other services, and which has common or virtual facilities for reservations, on or off-site cleaning services, combined utilities and on-site or virtual management and reception. Any structure constructed according to the North Carolina Residential code is not considered a hotel. (This definition shall not preclude the use of trade names such as "Holiday Inn," "Travelodge" or similar trade names. The application of the definition shall apply to the nature of the structure and not its trade name.)

**Motel-** A commercial establishment that contains multiple guest rooms for the purpose of providing overnight lodging facilities to the general public for compensation, with or without meals and/or other services, and which has common or virtual facilities for reservations, on or off-site cleaning services, combined utilities and on-site or virtual management and reception. Any structure constructed according to the North Carolina Residential code is not considered a motel. Motel guest rooms usually have direct access to a parking area. (This definition shall not preclude the use of trade names such as " Holiday Inn, " Travelodge" or similar trade names. The application of this definition shall apply to the nature of the structure and not its trade name.)



*OT Enterprises LLC -- Requested Amendments to the R-3 and C-2 Zoning Districts*

**Description**

OT Enterprises LLC has submitted a zoning text amendment application to amend the multifamily dwelling density of the R-3 district and the C-2 district regulations that apply to commercial group developments that existed prior to 1992. A detailed staff report and copy of the draft amendments are attached. The requested motion is to schedule a hearing on November 15, 2021 at 5:00 p.m.

**Board Action Requested**

Motion to schedule a hearing on proposed amendments.

**Item Presenter**

Donna Creef, Planning Director

STAFF REPORT      NOVEMBER 1, 2021 BOARD OF COMMISSIONERS MEETING

FROM:                DONNA CREEF, PLANNING DIRECTOR

RE:                    REQUEST TO AMEND THE R-3 AND C-2 ZONING REGULATIONS

OT Enterprises has submitted a zoning text amendment request for the R-3 and C-2 zoning districts in support of their plans to redevelop a portion of the Hatteras Island Plaza in Avon, NC.

Construction of the Hatteras Island Plaza began in 1988 before a use-specific zoning map was adopted for Avon in October 1992. The theater building has been vacant for several years. In 2014, the property was subdivided to create a separate parcel for the theater structure although the structure is structurally connected to other portions of the complex. At the time of the 2014 subdivision, language was added to the C-2 district recognizing the issues associated with a large development that existed prior to the zoning regulations. The 2014 amendments established what standards would be applied to any redevelopment activities.

The owners have plans to demolish the theater building and redevelop the site with multifamily units. The C-2 district permits multifamily structures according to the R-3 dimensional standards. In order to accomplish their plans, they are seeking amendments to the C-2 and R-3 zoning regulations, specifically a density bonus of 10 units per acre and lot coverage adjustments. In 2014, when the C-2 zoning regulations were amended, it was acknowledged that the lot coverage of the entire Hatteras Island Plaza exceeded the C-2 60% lot coverage maximum. The parking areas of Hatteras Island Plaza are all connected and a reduction in parking areas was not desirable since the parking areas are shared by the entire complex the spaces are needed during the height of the summer seasons. Hatteras Island Plaza is served by a central wastewater treatment plant that also serves the soundside portions of the Kinnakeet Shores Subdivision.

A copy of the proposed amendments is attached to my staff report. As noted earlier, a density of twenty units per acre for multifamily developments in existing group development sites is requested. This is not a blanket density increase for the C-2 zoning regulations. Multifamily structures are allowed in the C-2 district at the R-3 district standard of ten units per acre. The proposed language would only allow a density bonus of twenty units per acre for group developments existing prior to 1992 that are served by a central wastewater treatment plant. Another change requested by the applicant involves the lot coverage limitations associated with redevelopment activities. The existing lot coverage at Hatteras Island Plaza exceeds the C-2 lot coverage limit of 60%. The 2014 C-2 amendment for Hatteras Island Plaza established that lot coverage should be decreased by 10% for any redevelopment activities. The applicant is requesting this 10% amount be decreased to 7% to accommodate their development plans after the demolition of the theater. The 10% decrease used in 2014 was an arbitrary number chosen at that time. The existing lot coverage for the theater parcel

would be decreased to approximately 63% if the draft amendment is adopted. The would be a move toward compliance but the 60% of the C-2 district would not be achieved.

A review of the 2009 Land Use Plan included both residential and commercial policies I have identified the following policies as applicable to this request:

*Policy LUC#4 -- To address the housing needs of the year-round population, multi-family dwellings and other types of residential structures such as accessory use dwellings are considered appropriate alternatives when located in areas zoned for multi-family structures and constructed on lots or parcels greater than the minimum lot size for single family lots established in the individual zoning districts of the Dare County Zoning Ordinance. This diversification of housing opportunities is important to address the needs of Dare County's workforce.*

*Policy LUC #5 – Dare County encourages the continued existence and development of locally-owned businesses in unincorporated Dare County.*

The issue of housing has been an issue for decades as evidenced by the 2009 LUP policy statement to diversify housing alternatives through the use of multifamily structures. The application of dwelling density bonuses such as those requested by OT Enterprises is a commonly-used approach to address housing shortages. The draft language has been written to narrow the possible application of the increased density bonuses. Dare County has previously acknowledged in the difficulties and unique issues associated with Hatteras Island Plaza.

The Planning Board reviewed the proposed amendments at their October 11, 2021 meeting and voted to recommend adoption of the draft amendments and found the proposed amendments to be consistent with the 2009 Land Use Plan.

In order to move forward, a public hearing on the proposal amendments must be held. The first available date for a hearing is November 15, 2021.

Draft motion: "I move a hearing on the proposed zoning amendments to the definitions of hotel and motel be scheduled for 5:00 p.m. on November 15, 2021."

Proposed Text Amendments as Recommended by Planning Board (new language is underlined, language proposed for deletion is in strikethrough text.)

### Section 22-23 R-3

#### (d) Dimensional requirements (1) Minimum Lot Size

c- Multi-Family Dwellings: Must be served by an approved public or community sewage disposal system. Ten (10) dwelling units per acre except a dwelling density bonus of ten additional (10) units per acre may be applied in a commercial group development existing on October 20, 1992 that is served by an approved public or community sewage treatment and disposal system.

### Section 22-25 C-2 (d) Dimensional Requirements

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

- a. No structure which is part of the commercial group development shall be enlarged, replaced or externally altered in a manner that increases any non-conforming aspect of the structure and/or the overall commercial group development site. However, any such structure may be externally altered or replaced if such redevelopment activity results in a decrease of its nonconforming status. Structures that are replaced and redeveloped may be used for any permitted or special use authorized in Section 22-23 or Section 22-25 of the Zoning Ordinance. For the purposes of this section, externally altered shall not be interpreted to prevent painting of the exterior, replacement of exterior materials, or other cosmetic changes or maintenance of the structure or portions thereof. This shall not apply to interior alterations, remodeling, or other improvements made to internal portions of any structure located on the commercial group development site.
- b. A decrease of ~~10%~~ 7% of the existing lot coverage shall be required for that portion of the commercial group development site or parcel on which the structure to be altered or replaced is located. If the commercial group development is located on more than one parcel, then the lot coverage decrease shall apply to that parcel only and not the overall group development site.
- c. The off-street parking requirements of Section 22-56 shall only be applied to that portion of the commercial group development site or parcel where the structure proposed for alteration or replacement is located. No other changes in the parking ratio for the remaining structures or portions of the commercial group development shall be required as a part of the redevelopment activities. Existing parking areas in the commercial group development may be connected to the parking areas or access easements in the redeveloped portions of the site.

- d. Building heights for any redevelopment activities in any existing commercial group development shall be according to Section 22-27.4 Height Overlay district for properties located on Hatteras Island.
- e. Dwelling densities for multifamily structures located in the commercial group development shall be twenty units per acre applied to the overall area of the parcel to be developed.
- f. A subdivision of land occupied by the commercial group development may be authorized by Dare County if such subdivision of land meets the required minimum lot size in effect at the time of the proposed subdivision of the commercial group development site. Redevelopment activities on any lot created by such subdivision of land shall be subject to the provisions of a-e above.



*Dare County Tourism Board Request Consent  
Expenditure from Restricted Fund Line Item 4999: Tourism Impact Grant*

**Description**

Tourism Impact Grants totaling \$525,948 (project descriptions attached)

**Board Action Requested**

Consent for Restricted Fund expenditures totaling \$525,948

**Item Presenter**

Lee Nettles, Executive Director, Outer Banks Visitors Bureau

Organization	Project	Project Amount	Requested Amount	Recommended Amount
<b>Chicamacomico Historical Association</b>	<b>Exterior Restoration of 1911 Cookhouse</b>	\$46,000.00	\$45,600.00	\$38,760.00
	Replace the siding and roof of the 1911 Cookhouse			
<b>Friends of Jockey's Ridge</b>	<b>Improve Park Access for Mobility Challenged Visitors</b>	\$27,906.79	\$23,858.79	\$20,280.00
	Purchase of a second UTV to provide access to the park for more visitors as well as being able to assist visitors, engage visitors and help with maintenance of the park and transporting materials for events and programs.			
<b>Nags Head (Town of)</b>	<b>Epstein Street Public Beach Access</b>	\$569,298.00	\$250,000.00	\$250,000.00
	Replace the bath house and dune walkover with an ADA travel surface, stabilize dunes with native plants, replace and upgrade amenities including solar lighting, recycling and trash, upgrade onsite wastewater. Add benches, bike racks, and garage for storage of equipment. Resurface ADA parking spaces and construct a rain garden. Parking will be reduced by 2 spaces.			
<b>Nags Head (Town of)</b>	<b>Bonnett Street &amp; Barnes Street Sidewalk Extensions</b>	\$118,272.00	\$88,704.00	\$37,898.00
	Construct 350 linear feet of 5' wide sidewalk from Wrightsville Avenue along Bonnett Street to NC12. Construct 300 linear feet of 5' wide sidewalk westward along Barnes Street from Hwy 158 to S. Meekins Ave to join existing sidewalk to Town Park.			
<b>North Carolina Coastal Federation</b>	<b>Jockey's Ridge Shoreline Stabilization and Public Access</b>	\$307,300.00	\$150,000.00	\$127,500.00
	Bidding, permitting and construction of an adaptive shoreline management plan. Two plans considered include capping the existing oyster sill with granite or installing a vertical sill in front of or behind the exiting oyster sill.			
<b>Outer Banks Forever</b>	<b>Aviation Trail Through Time Education Exhibit</b>	\$87,500.00	\$25,000.00	\$21,250.00
	Create and install 10 accessibility-friendly interpretive exhibits flowing the path from the First Flight Boulder to Big Kill Devil Hill and the Monument.			
<b>Southern Shores (Town of)</b>	<b>Town of SS Transportation Data</b>	\$35,600.00	\$35,600.00	\$30,260.00
	Purchase traffic data software to summarize traffic patterns and where vehicles cut-through residential streets. Can also provide vehicles point of origin.			

Total Amount in TIG (Short Term Unappropriated

\$ 526,017.00

Total Recommended Amount

\$525,948.00

Difference

-\$69.00





*COE Professional Arts Building HVAC Replacement*

**Description**

Please see the attached Item Summary

**Board Action Requested**

Approve Barnhill Contracting Change Order Proposals #027 and #028, adopt the budget amendment and adopt the amendment to the capital project ordinance.

**Item Presenter**

David Clawson, Finance Director

**Item Summary: COA Professional Arts Building HVAC Replacement**

The Capital Investment Plan/Model adopted for FY 2022 through 2026 included replacement of the COA Professional Arts Building (PAB) heating and cooling system in fiscal year 2024. The year was based on Facilities Maintenance’s estimate of remaining life and was for the chiller, 2 boilers, and 3 pumps.

Facilities Maintenance had significant issues with the chiller unit during the past summer and has advised that the chiller likely will not make it through another summer.

Barnhill Contracting, was willing to price the replacement as a change order to the current construction project, specified to the same equipment being installed into the new COA building. *(Note that there is a 23 week lead time for the chiller unit.)*

Staff also asked Barnhill to price replacement of the PAB’s 14 year-old HVAC control system to the same control system being installed in the new COA building.

**Cost Comparison:**

2024 CIF Plan HVAC replacement estimate	\$311,767	
2022 Barnhill Change Order #028 for HVAC replacement		\$204,715
2022 Barnhill Change Order #027 for Control System replacement		<u>\$133,768</u>
2022 Barnhill total		\$338,483

Barnhill 2022 pricing for HVAC replacement is \$107,052 less than the 2024 estimate.

Barnhill pricing including control system replacement is \$26,716 more than the 2024 estimate for HVAC only.

**Capital Investment Plan & Model Changes:**

The following shows the CIF Plan Model changes from:

1. Updating the Land Transfer Tax revenue estimate for FY 2022.
  - a. The adopted FY 2022 Plan used Land Transfer Tax revenue at 5% more than the 2020 actual. The current 2022 estimate is at 31% more than 2020.
  - b. Justice Center cost increase for S2022A LOBs.
2. Moving the HVAC expenditure from 2024 to 2022.
3. Replacing the HVAC Control System in 2022.

**CIF Plan Model fund balance coverage changes:**

Fiscal Year	Adopted 2022 Model	Revenue Updates & Justice Center	Updated with HVAC Change
2022	0.94	1.02	1.00
2023	0.86	0.91	0.89
2024	1.00	1.06	1.06
2025	0.88	0.92	0.91
2026	1.07	1.10	1.09

**CIF Plan Model fund balance changes:**

Fiscal Year	Adopted 2022 Model	Revenue Updates & Justice Center	Updated with HVAC Change
2022	\$15.213	\$16.468	\$16.130
2023	\$14.951	\$15.895	\$15.556
2024	\$15.692	\$16.384	\$16.464
2025	\$15.079	\$15.502	\$15.582
2026	\$14.032	\$14.171	\$14.251

***Staff recommends replacement of the HVAC equipment and the control system in 2022 by change order with Barnhill Contracting.***

**Requested Action:** Approve Change Order Proposals #027 (control system) and #028 (HVAC equipment) and adopt the budget amendment for the Capital Investment Fund and the amendment to the COA capital project ordinance.

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Capital Investment Fund					

Revenues:

Expenditures:

Transfer to Capital Projects Fund	114925	596100	\$338,483	
To increase fund balance	114490	550010		338483

Explanation:

COA PAB HVAC replacement as a Barnhill Contracting change order

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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

**County of Dare, North Carolina  
Capital Project Ordinance  
For Series 2021A LOBs**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted for the planned Series 2021A Limited Obligation Bonds.

Section 1 This ordinance is to update the project budget for change order proposals #027 and #028 for the COA Project. This ordinance amends the capital project ordinance originally adopted 9/18/2017.

Section 2 The following budget shall be conducted within the Capital Projects Fund (fund #61) and the Schools Capital Project Fund (fund #63). The Finance Director is authorized to execute this amendment per Section 19 of the annual budget ordinance.

Section 3 The following appropriations are changed as indicated:

Guaranteed maximum price	615676-737508-60332	\$338,483
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Section 4 The following revenues are additionally anticipated to be available to complete the project as changed below:

Transfer from Capital Investment Fund	613090-491100-60332	\$338,483
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Section 5 The Finance Officer is directed to report the financial status of the project as a part of the normal ongoing financial reporting process.

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

Executed this 1<sup>st</sup> day of November, 2021.

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

[SEAL]

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



800 Tiffany Blvd. Suite 200  
PO Box 7948  
Rocky Mount, North Carolina 27804  
252-823-1021 Fax: 252-977-7512

[www.barnhillcontracting.com](http://www.barnhillcontracting.com)

Date: October 15, 2021

Attn: Mr. Dustin Peele  
Dare County  
P.O. Box 1000  
Manteo, NC 27954

Re: Change Order Proposal – COP #028R1  
College of The Albemarle – Dare County Campus

Dear Mr. Peele:

Attached is Change Order Proposal, COP #028R1, for the College of the Albemarle Center in Manteo, NC. This change order per request by Dare County is for replacing the existing 70 Ton Chiller in the existing Professional Arts Building with a Daikin Chiller to match the New Academic Building. Once Barnhill receives an order approximately 23 weeks will be needed for submittals and procurement of materials. Since the expected date for materials to arrive is past the contractual date of completion, Barnhill is including an additional \$11,057.00 for General Conditions to cover management for installation. Material lead time for the Boilers and Pumps is 8 weeks from approved submittals release, with a 2-week installation timeframe. If the delivery of this material increases or decreases Barnhill Contracting and Dare County will discuss day by day General Conditions cost for the Chiller replacement, Boilers replacement, and Pumps replacement.

**COP #028R1 - Replace PAB Chiller-Boilers-Pumps**

**ADD: \$204,715.00**

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

Sincerely,

Barnhill Contracting Company

A handwritten signature in black ink, appearing to read 'Clint Hardison', written in a cursive style.

Clint Hardison  
Project Manager

Cc: File  
Mr. Arthur VanderAa – BCC  
Mr. Kelly Barnhill – BCC  
Mr. Scott Adams – BCC

### CHANGE PROPOSAL FORM

Project: College of The Albemarle  
 Contract: CM at Risk  
 Contractor: Barnhill Contracting

Proposal #: 28R1  
 Project #: 1108219  
 Date: 10.15.2021

**Description of change:**

This change order per request by Dare County is for replacing the existing 70 Ton Chiller in the existing Professional Arts Building with a Daikin Chiller to match the New Academic Building. Once Barnhill receives an order approximately 23 weeks will be needed for submittals and procurement of materials. Since the expected date for materials to arrive is past the contractual date of completion, Barnhill is including an additional \$11,057.00 for General Conditions to cover management for installation. Material lead time for the Boilers and Pumps is 8 weeks from approved submittals release, with a 2-week installation timeframe. If the delivery of this material increases or decreases Barnhill Contracting and Dare County will discuss day by day General Conditions cost for the Chiller replacement, Boilers replacement, and Pumps replacement.

	(Attach Itemized Breakdown with Quantity, Unit Cost, Total \$)		<b>SUBTOTALS</b>
<b>Materials</b>	Total Direct Cost of Materials	<u>\$0.00</u>	
	Overhead & Profit on Item (15% maximum)	<u>\$0.00</u>	
	Sales Tax	<u>\$0.00</u>	
	Shipping & Transportation	<u>\$0.00</u>	
			<u>\$0.00</u>
<b>Labor</b>	(Attach Itemized Breakdown of Manhours, Rate, Total \$)		
	Total Manhours: <u>0</u> MH @ <u>      </u> /hr.	<u>\$0.00</u>	
	Overhead & Profit on Item (15% maximum on straight labor cost)	<u>\$0.00</u>	
	Payroll Taxes & Insurance <u>0.0%</u>	<u>\$0.00</u>	
			<u>\$0.00</u>
<b>Equipment Rental</b>	(Attach Itemized Breakdown of Equipment, Hours, Rate, Total \$)		
	Equipment Rental	<u>\$0.00</u>	
	Overhead & Profit (8% maximum)	<u>\$0.00</u>	
			<u>\$0.00</u>
<b>Subcontractor</b>	(Includes quotes with labor, material, & equipment backup)		
	Barnhill Contracting (GC's 2 Additional weeks) - Chiller Only	<u>\$11,057.00</u>	
	Allred Mechanical PAB Boilers & Pumps	<u>\$55,891.23</u>	
	Allred Mechanical PAB Chiller	<u>\$122,077.35</u>	
			<u>\$189,025.58</u>
<b>Other</b>	CM Fee (5.0%)	<u>\$9,451.28</u>	
	Gen. Liability Insurance (1.15%)	<u>\$2,173.79</u>	
	Perform & Payment Bond (0.95%)	<u>\$1,795.74</u>	
	Subguard Bonds on Subcontract Cost Only (1.20%)	<u>\$2,268.31</u>	
			<u>\$15,689.12</u>


Subtotal of Proposal \$204,714.70

Additional Days Requested 0

**TOTAL OF CHANGE PROPOSAL** \$204,714.70

**\$204,715.00**

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

Construction Manager's Signature:  Date: 10.15.2021

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

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

## CHANGE PROPOSAL FORM

**Project:** College of the Albemarle - Dare County  
**Contract:** Mechanical  
**Contractor:** Allred Mechanical Services, Inc.

**Proposal #:** 6  
**Project #:** 1108219  
**Contractor #:** Bid Package No.

**Description of change:**

Add cost for (2) Boilers & (3) Pumps Replacements in PAB per owner request.  
 Lead Time for material is 8 weeks once submittals are approved. Approximately 2 weeks for installation.

<b>Materials</b>	(Attach list with Qty, Item, Unit \$, Unit mh, Total mh, OT mh, Total \$)		<b>SUBTOTALS</b>
1	Total Direct Cost of Materials	\$37,225.40	
2	Overhead & Profit on Item 1. (15% maximum, includes small tools & consumables)	\$5,583.81	
3	Sales Tax Included in Line Item # 1	\$0.00	
4	Shipping & Transportation	\$0.00	
			<b>\$42,809.21</b>
<b>Labor</b>			
5	Total Manhours: <span style="float: right;">76 MH @ \$45.00 /hr.</span>	\$3,420.00	
6	Payroll Taxes & Insurance <span style="float: right;">40.0%</span>	\$1,368.00	
7	Overhead & Profit on Item 5 & 6. (15% maximum on straight labor cost, not premium portion) (O & P includes supervisor's time)	\$513.00 205.2	
			<b>\$5,506.20</b>
<b>Equipment</b>	(Include quotes)		
8	Equipment	\$162.00	
9	Overhead & Profit on Item 8. (6% maximum)	\$9.72	
			<b>\$171.72</b>
<b>Direct Cost &amp; Subcontractors</b>	(Include quotes with material & equipment backup)		
10	Subcontractors	\$6,985.00	
11	Overhead & Profit on Item 10. (6% maximum)	\$419.10	
			<b>\$7,404.10</b>
		<b>Subtotal of Proposal</b>	<b>\$55,891.23</b>
12	Bonds ( % of subtotal of proposal)	0.0%	<b>\$0.00</b>
		<b>TOTAL OF CHANGE PROPOSAL</b>	<b>\$55,891.23</b>

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

Contractor's Signature: \_\_\_\_\_

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

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

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

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

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

Appendix B-2



## CHANGE PROPOSAL FORM

Project: College of the Albemarle - Dare County  
 Contract: Mechanical  
 Contractor: Allred Mechanical Services, Inc.

Proposal #: 1  
 Project #: 1108219  
 Contractor #: Bid Package No.

**Description of change:**

Replace 70 Ton Chiller in Existing Building with a Daikin Chiller to match new building. See attached sbmittal data

23 week lead time

			<b>SUBTOTALS</b>
<b>Materials</b>	(Attach list with Qty, Item, Unit \$, Unit mh, Total mh, OT mh, Total \$)		
1	Total Direct Cost of Materials	<u>\$90,358.13</u>	
2	Overhead & Profit on Item 1. (15% maximum, includes small tools & consumables)	<u>\$13,553.72</u>	
3	Sales Tax Included in Line Item # 1	<u>\$0.00</u>	
4	Shipping & Transportation	<u>\$0.00</u>	<u>\$103,911.85</u>
<b>Labor</b>			
5	Total Manhours: <span style="float: right;">144 MH @ \$45.00 /hr.</span>	<u>\$6,480.00</u>	
6	Payroll Taxes & Insurance <span style="float: right;">40.0%</span>	<u>\$2,592.00</u>	
7	Overhead & Profit on Item 5 & 6. (15% maximum on straight labor cost, not premium portion) (O & P includes supervisor's time)	<u>\$972.00</u> 388.8	
			<u>\$10,432.80</u>
<b>Equipment</b>	(Include quotes)		
8	Equipment	<u>\$970.00</u>	
9	Overhead & Profit on Item 8. (6% maximum)	<u>\$58.20</u>	<u>\$1,028.20</u>
<b>Direct Cost &amp; Subcontractors</b>	(Include quotes with material & equipment backup)		
10	Subcontractors	<u>\$6,325.00</u>	
11	Overhead & Profit on Item 10. (6% maximum)	<u>\$379.50</u>	<u>\$6,704.50</u>
		<b>Subtotal of Proposal</b>	<b><u>\$122,077.35</u></b>
12	Bonds (% of subtotal of proposal)	<u>0.0%</u>	<u>\$0.00</u>
		<b>TOTAL OF CHANGE PROPOSAL</b>	<b><u>\$122,077.35</u></b>

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

Contractor's Signature: \_\_\_\_\_

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

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

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

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

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

Appendix B-2



800 Tiffany Blvd. Suite 200  
PO Box 7948  
Rocky Mount, North Carolina 27804  
252-823-1021 Fax: 252-977-7512

[www.barnhillcontracting.com](http://www.barnhillcontracting.com)

Date: September 29, 2021

Attn: Mr. Dustin Peele  
Dare County  
P.O. Box 1000  
Manteo, NC 27954

Re: Change Order Proposal – COP #027  
College of The Albemarle – Dare County Campus

Dear Mr. Peele:

Attached is Change Order Proposal, COP #027, for the College of the Albemarle Center in Manteo, NC. This change order per request by Dare County is for replacing the controls in the existing Professional Arts Building with Schneider Controls to match the New Academic Building. Included in this change is all the backup documentation. Once Barnhill receives an order approximately 4 weeks will be needed to design and 6 weeks to receive controllers/material. If Barnhill receives an order for this work in October, we should be able to complete by February 2022. Any days past the final completion date for contract, Dare County and Barnhill will need to discuss General Conditions cost for Barnhill Labor.

**COP #027 - Replace PAB Controls to match New Building**

**ADD: \$133,768.00**

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

Sincerely,

Barnhill Contracting Company

A handwritten signature in black ink, appearing to read "Clint Hardison", is written over a light gray dotted background.

Clint Hardison  
Project Manager

Cc: File  
Mr. Arthur VanderAa – BCC  
Mr. Kelly Barnhill – BCC  
Mr. Scott Adams – BCC

## CHANGE PROPOSAL FORM

Project: College of The Albemarle  
 Contract: CM at Risk  
 Contractor: Barnhill Contracting

Proposal #: 27  
 Project #: 1108219  
 Date: 9.29.2021

**Description of change:**

This change order per request by Dare County is for replacing the controls in the existing Professional Arts Building with Schneider Controls to match the New Academic Building. Included in this change is all the backup documentation. Once Barnhill receives an order approximately 4 weeks will be needed to design and 6 weeks to receive controllers/material. If Barnhill receives an order for this work in October we should be able to complete by February. Any days past the final completion date for contract, Dare County and Barnhill will need to discuss General Conditions cost for Barnhill Labor.

Materials	(Attach Itemized Breakdown with Quantity, Unit Cost, Total \$)	SUBTOTALS
	Total Direct Cost of Materials	\$0.00
	Overhead & Profit on Item (15% maximum)	\$0.00
	Sales Tax	\$0.00
	Shipping & Transportation	\$0.00
		\$0.00

<b>Labor</b>	(Attach Itemized Breakdown of Manhours, Rate, Total \$)	
	Total Manhours: _____ MH @ _____ /hr.	\$0.00
	Overhead & Profit on Item (15% maximum on straight labor cost)	\$0.00
	Payroll Taxes & Insurance <u>0.0%</u>	\$0.00
		\$0.00

<b>Equipment Rental</b>	(Attach Itemized Breakdown of Equipment, Hours, Rate, Total \$)	
	Equipment Rental	\$0.00
	Overhead & Profit (8% maximum)	\$0.00
		\$0.00

**Subcontractor** (Includes quotes with labor, material, & equipment backup)

<b>Allred Mechanical</b>	\$123,516.55	\$123,516.55
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<b>Other</b>	\$6,175.83	
	\$1,420.44	
	\$1,173.41	
	\$1,482.20	\$10,251.87

	<b>Subtotal of Proposal</b>	\$133,768.42
Additional Days Requested	0	
	<b>TOTAL OF CHANGE PROPOSAL</b>	\$133,768.42
		\$133,768.00

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

Construction Manager's Signature: \_\_\_\_\_ Date: 9.28.2021

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

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

## CHANGE PROPOSAL FORM

**Project:** College of the Albemarle - Dare County  
**Contract:** Mechanical  
**Contractor:** Allred Mechanical Services, Inc.

**Proposal #:** 4  
**Project #:** 1108219  
**Contractor #:** Bid Package No.

**Description of change:**

Replace Controls in Existing Building with Schneider Controls to match new building. See attached backup documentation.

		<b>SUBTOTALS</b>
<b>Materials</b> (Attach list with Qty, Item, Unit \$, Unit mh, Total mh, OT mh, Total \$)		
1 Total Direct Cost of Materials	<u>\$5,808.66</u>	
2 Overhead & Profit on Item 1. (15% maximum, includes small tools & consumables)	<u>\$871.30</u>	
3 Sales Tax Included in Line Item # 1	<u>\$0.00</u>	
4 Shipping & Transportation	<u>\$0.00</u>	<u>\$6,679.96</u>
<b>Labor</b>		
5 Total Manhours: <span style="float: right;">161 MH @ \$45.00 /hr.</span>	<u>\$7,245.00</u>	
6 Payroll Taxes & Insurance <span style="float: right;">40.0%</span>	<u>\$2,898.00</u>	
7 Overhead & Profit on Item 5 & 6. (15% maximum on straight labor cost, not premium portion) (O & P includes supervisor's time)	<u>\$1,086.75</u> 434.7	
		<u>\$11,664.45</u>
<b>Equipment</b> (Include quotes)		
8 Equipment	<u>\$810.00</u>	
9 Overhead & Profit on Item 8. (6% maximum)	<u>\$48.60</u>	<u>\$858.60</u>
<b>Direct Cost &amp; Subcontractors</b> (Include quotes with material & equipment backup)		
10 Subcontractors	<u>\$98,409.00</u>	
11 Overhead & Profit on Item 10. (6% maximum)	<u>\$5,904.54</u>	<u>\$104,313.54</u>
	<b>Subtotal of Proposal</b>	<u>\$123,516.55</u>
12 Bonds ( % of subtotal of proposal) <span style="float: right;">0.0%</span>	<u>\$0.00</u>	<u>\$0.00</u>
	<b>TOTAL OF CHANGE PROPOSAL</b>	<u>\$123,516.55</u>

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

**Contractor's Signature:** \_\_\_\_\_

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

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

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

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

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

**Appendix B-2**

Project Name: College of Albemarle  
 Project Location: Manteo - NC  
 Project # M-481  
 Proposed Change # 4  
 Date: 9/27/2021

DESCRIPTION of CHANGE:

Add cost to Replace Controls in PAB

MATERIAL COSTS		\$5,416.00	
Direct Cost of Materials		\$5,416.00	
Sales Tax 7.25 %		<u>\$392.66</u>	
Shipping		<u>\$0.00</u>	
Subtotal of Material Cost		<u>\$5,808.66</u>	
15% OH&P		<u>\$871.30</u>	\$6,679.96
<hr/>			
EQUIPMENT COSTS		\$810.00	
Rental Cost		\$810.00	
6% OH&P		<u>\$48.60</u>	\$858.60
<hr/>			
LABOR COSTS		\$7,245.00	
40% Labor Burden		<u>\$2,898.00</u>	
Subtotal Labor		<u>\$10,143.00</u>	
15% OH&P		<u>\$1,521.45</u>	\$11,664.45
<hr/>			
DIRECT COSTS		\$98,409.00	
Subtotal Subcontractors		<u>\$98,409.00</u>	
6% OH&P		<u>\$5,904.54</u>	\$104,313.54
<hr/>			
PROPOSAL SUBTOTAL AMOUNT			\$123,516.55
Bonds	0		\$0.00
PROPOSAL TOTAL AMOUNT			<u><u>\$123,516.55</u></u>

## COST BREAKDOWN FOR WORKSHEET

<b>PARTS / MATERIAL COSTS</b>			
Item	Quantity	Unit Price	Amount
Controls Install Material (AMS Stock)	1	5416	\$5,416.00
<b>Total Material Costs</b>			<b>\$5,416.00</b>

<b>EQUIPMENT COSTS</b>			
Item	Quantity	Unit Price	Amount
Truck Cost	30	27	\$810.00
	0	0	\$0.00
	0	0	\$0.00
<b>Total Equipment Costs</b>			<b>\$810.00</b>

<b>LABOR COSTS</b>			
Description (2 men crew)	Hours	Hourly Rate	Amount
Controls Install Labor	161	45	\$7,245.00
			\$0.00
<b>Total Hours</b>		<b>161</b>	<b>Total Cost</b>
			<b>\$7,245.00</b>

<b>DIRECT COSTS</b>			
Subcontractor	Hours	Rate	Amount
Controls Parts & Smarts (Schneider Quote Attached)	1	\$ 91,659.00	\$91,659.00
			\$0.00
<b>Out of Town Expenses</b>			<b>\$0.00</b>
Hotels	30	\$ 165.00	\$4,950.00
Per Diem	60	\$ 30.00	\$1,800.00
			\$0.00
<b>Total Subcontractor Costs</b>			<b>\$98,409.00</b>

**QUOTATION NUMBER: Q-TM092221-COA-AddnlBldg**

**DATE: 09/22/2021**

<b>To:</b>	Allred Mech	<b>From:</b>	Tom Monroe
	Tony Morris and Sammy Young		Schneider Electric Buildings Americas, Inc 2600 Perimeter Park Drive, Suite 150 Morrisville, NC 27560 USA
<b>Phone:</b>		<b>Phone:</b>	(919) 463-3377
<b>Fax:</b>		<b>Fax:</b>	(919) 463-3302

---

**Project: COLLEGE OF ALBEMARLE MANTEO – ADDITIONAL BLDG PAB - CONTROL REPL**

**Location: MANTEO, NC**

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We propose to furnish a “parts and smarts” extension to the Schneider Electric Buildings Americas DDC Building Management System for the above referenced project site visit with Tony and Sammy.

Parts and Smarts pricing: **\$ 91,659.00**

**This Proposal Includes:**

1. Parts and smarts pricing (Control wiring and installation by Allred)
2. Submittals, coordination, programming, graphics, and checkout
3. One-year warranty on all new installed control equipment
4. Sales tax and freight
5. All work to be done during normal business hours Mon-Fri
6. New ASP global network controller (1) to be mounted in Boiler Mech Rm near existing controller location (network drop and IP address may be re-used or if new is required it should be by owner or others)
7. Connection to current Schneider Electric control system going into the New Academic bldg.
8. New controller to replace existing for the following:
  - a. Chiller (1) and associated pumps (2), and associated temp sensors that are not compatible. Existing relays and CT's and any compatible wiring and conduit will be reused where applicable.
  - b. How water system (1 master panel connection with 3 boilers) and associated pumps (2), and associated temp sensors that are not compatible. Existing relays and CT's and any compatible wiring and conduit will be reused where applicable.
  - c. Variable Volume AHU (1) and connection to associated Exh Fan VFD and Sup Fan VFD (VFDs existing to remain), associated temp sensors that are not compatible. Existing valves/actuators, damper actuators, relays, CT's and any compatible wiring and conduit will be reused where applicable.
  - d. VAV terminal units with reheat (15) including new controller with integral damper actuator, space temp, discharge temp (reheat valves existing to be reused). Existing relays, CT's, and any compatible wiring and conduit will be reused where applicable.
  - e. Blower Coil units (4) including new controller (may be attached to another controller like existing) with associated points/sensors to match existing.

Existing valves/actuators, damper actuators, relays, CT's and any compatible wiring and conduit will be reused where applicable.

- f. Exhaust Fans (3) including new controller (may be attached to another controller like existing) with associated points/sensors to match existing. Existing relays, CT's, damper actuators, and any compatible wiring and conduit will be reused where applicable.

**This Proposal Excludes:**

- 1. Final electrical terminations at equipment. (existing to remain or by Allred)
- 2. All power wiring (line-side and load-side) and associated conduit. (existing to remain or by Allred)
- 3. Starters, disconnects, VFDs, and installation of the same (existing to remain or by Allred)
- 4. Network drop and IP address (may be possible to use existing but if new is required it should be by owner or others)
- 5. Any cost associated with external vendors if needed for integrations.
- 6. Commissioning or rework of any existing controllers not mentioned in the scope of work above.
- 7. Control of other equipment not currently being controlled by existing system in this building.
- 8. VAV Terminal Unit air-flow pickup tubes/devices, control transformers, reheat coils, reheat valves/actuators, and enclosures (existing to remain)
- 9. MER refrigerant monitoring and alarm devices.
- 10. Provision or installation of duct smoke detectors: installation labor or materials.
- 11. Gauges and thermometers.
- 12. Balancing dampers, control dampers, fire/smoke dampers and their actuators, other dampers of any type, and any installation labor. (existing to remain or by Allred)
- 13. Access doors, patching, painting.
- 14. Heat tape controls and installation of same. (existing to remain or by Allred)
- 15. Test and Balance work. (we recommend that a TAB is done at least to verify total airflows for controller calibration)
- 16. Installation of in-line pipe or duct-mounted devices of any type.
- 17. Overtime, weekend, holiday, or shift work (all work to be performed during normal business hours Mon-Fri).
- 18. Any payment and performance bonds.
- 19. Provisions and installation of work outside the scope of this quote.

**Notes / Comments:**

- 1. This quote is valid for 60 days and supersedes any previous quote. Please call to discuss any scope or coordination issues.
- 2. Warranty period begins on date of commissioning completion
- 3. For jobs that require integrations to other systems, we require that the mechanical contractor have the manufacturers' technicians on site to coordinate the integration.
- 4. All items not listed in the scope of work above are specifically excluded from this proposal.

**Please note: The "Standard Terms and Conditions of Sale" are part of this quotation.**

Firm \_\_\_\_\_

Accepted By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By: Tom Monroe



## TERMS AND CONDITIONS OF SALE

900512PITC R07/15/21

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Company") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Customer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Company. The parties agree to be bound by the following terms and conditions.

- 1. Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Customer only modified by written agreement or Company objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Customer may accept the quotation by signing and returning a copy to Company or by returning Customer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Company hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Customer's order, which will be of no force or effect except as may be expressly agreed to by Company in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Company assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Company assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
- 2. Payment.** Absent a contrary provision herein, Customer will pay Company monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Customer to Company within thirty (30) days after the date of substantial completion. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Company, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Company of an instrument for less than the full amount which Company claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Company. If Customer does not pay Company, through no fault of Company, within seven (7) days from the time payment was due, Company may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Customer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Company may terminate this contract for material breach and all monies due Company for services performed and materials delivered shall be paid upon demand. Company shall be entitled to recover from Customer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Customer's request, Company will furnish lien waivers as the work progresses. Company reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Customer's obligation. In event of payment default, Company may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Company's security interest in the goods. At Company's request, Customer will execute any necessary instrument to perfect Company's security interest.
- 3. Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Company's net income) that are payable hereunder shall be the responsibility of Customer. If applicable, Customer shall provide Company a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
- 4. Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Company and approved by Customer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Company by Customer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Customer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Customer shall notify Company promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Company. Upon Company's receipt of such notification, Company shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Company will not be liable for any claim or back charge where Company has not been notified in the manner as set forth above.
- 5. Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Company's holidays). If Customer requests Company to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Customer. If Company's work is to be performed on the project site, Customer will afford unrestricted access to Company and its employees and agents to all work areas.
- 6. Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Company, Company shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Company, Company shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Company, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Company, Customer agrees to promptly pay or reimburse Company an amount equal to the damage or loss which Company incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

7. **Delays.** Customer shall prepare all work areas so as to be acceptable for Company's work required hereunder. Customer acknowledges that the contract sum is based upon Company being able to perform the work in an orderly and sequential manner, as Company so determines. If Company's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Customer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Customer to control, then Customer agrees that it will be liable to Company for all increased costs and damages which Company incurs as a result thereof. Furthermore, if Company is delayed at any time in the progress of the work by any act or neglect of Customer, or by any separate contractor employed by Customer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Company's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Company warrants to Customer that all tangible articles manufactured by Company will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Company, Company's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Company, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Company in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Company shall be borne by Customer. Company warrants that for equipment furnished and or installed, but not manufactured by Company, Company will extend the same warranty terms and conditions which Company receives from the manufacturer of said equipment.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Company. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Company or authorized subcontractors of the Company) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Company. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Company or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Company's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Company's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Company when due. If cause of defect is found not to be Company's responsibility, standard rates for repair or replacement and labor shall apply.
9. **Limitation of Liability.** In no event will Company's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or as may be required by law. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Company shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Customer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Company may have under construction mechanic or materialmen lien laws. Company shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the jurisdiction in which the project and services are being performed. No credit will be given or premium paid by Company for insurance afforded by others.
13. **Clean Up.** Company agrees to keep the job site clean of debris arising out of its operations. Customer shall not back charge Company for any costs or expenses for clean up or otherwise without prior written notice and Company's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.
15. **Disclaimer.** Company reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority. The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Company's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Company (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Company's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Company to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.

16. **Ethics and Compliance with Laws.** Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Customer has concerns related to ethics, compliance, or Company's Principles of Responsibility, and/or any potential violations of these policies, Customer is welcome to make use of Company's GreenLine. The GreenLine is Company's global helpline for external stakeholders. It is a confidential channel through which Customers can ask questions and raise concerns. Reports can be made using the link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.
17. **Cybersecurity.**
- 17.1. Customer's Obligations for Its Systems: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Products or Services provided by Company, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, including through malware, hacking, or similar attacks.
- 17.2. Without limiting the foregoing, Customer shall at a minimum:
- (a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Customer's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Customer's Systems or Customer's industry;
  - (b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Company's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Customer;
  - (c) regularly monitor its Systems for possible Cyber Threats;
  - (d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
  - (e) meet the recommendations of Company's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by Company from time to time, and then-current industry standards.
- 17.3. Customer's Use of the Products, Software, and Services: Company may release Updates and Patches for its Products, Software, and Services from time to time. Customer shall promptly install any Updates and Patches for such Products, Software, or Services as soon as they are available in accordance with Company's installation instructions and using the latest version of the Products or Software, where applicable. An "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Product, Software, or Service. Customer understands that failing to promptly and properly install Updates or Patches for the Products, Software, or Services may result in the Products, Software, or Services or Customer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Company shall not be liable or responsible for any losses or damages that may result.
- 17.4. Identification of Cyber Threats: If Customer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Company has not released a Patch, Customer shall promptly notify Company of such vulnerability or other Cyber Threat(s) via the Company's Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide Company with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). Company shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Products, Software, or Services, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, Company shall not publicly disclose Customer's name in connection with such use or the Feedback (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to Company that Customer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Company described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.
18. **Import and Export.**
- 18.1. The Products and Services provided by Company under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Customer acknowledges and agrees that the Products, assignment and/or usage of the Products, Software, Services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under these Terms and Conditions of Sale shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.
- 18.2. Unless applicable export license/s has been obtained from the relevant authority and Company has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.
- 18.3. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Company from fulfilling any order, or would in Company's judgment otherwise expose Company to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Company shall be excused from all obligations under such order and/or these Terms and Conditions of Sale.



*Consent Agenda*

**Description**

1. Approval of Minutes (10/18/21)
2. Resolution to Convey Personal Property to the Outer Banks SPCA

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



*Approval of Minutes*

**Description**

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

**Board Action Requested**

Approve Previous Minutes

**Item Presenter**

Robert Outten, County Manager



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

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## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

**5:00 p.m., October 18, 2021**

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

Commissioners absent: Rob Ross

Others present: County Manager/Attorney, Robert Outten  
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 that is available for viewing on the Dare County website at [www.darenc.com](http://www.darenc.com).

At 5:01 p.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Tom Wilson to share a prayer, and then he led the Pledge of Allegiance to the flag.

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

Following is a brief outline of items mentioned by Chairman Woodard.

Chairman Woodard remembered Virginia Simmons Tillett, a former educator and Dare County Commissioner, who had passed away on October 7, 2021. He stated she had touched his life and those of many others in her service and love for Dare County.

#### **ITEM 2– PUBLIC HEARING – BUFFER STANDARDS OF TRAVEL TRAILER PARK AND CAMPGROUND ORDINANCE (Att. #1)**

At 5:08 p.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 for both Items 2 and 3. Following is a summary of all citizen remarks, which may be viewed in their entirety on the County website:

*The following comment was made in Manteo.*

1. Joe Thompson, the applicant, explained the vegetative buffer standards had not been fully addressed with the original ordinance amendment due to the effect of the time table of the process. Construction had halted this summer due to supply chain issues. The buffering issue was not with adjacent property owners, but rather was with the owner’s limit of 600 feet that would need buffering with their own operations. The parking area and the septic field were currently problematic with the current ordinance.

No comments were made from Buxton. The Public Hearing was closed at 5:11 p.m.

**MOTION**

Commissioner Tobin motioned to adopt the proposed amendments to the buffer standards of the Travel Trailer Park and Campground Ordinance, as recommended by the Planning Board.

Commissioner Couch and Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**ITEM 3– PUBLIC HEARING – SECTION 22-58.5 FOOD STANDS AND MOBILE FOOD UNITS (Att. #2)**

At 5:12 p.m. the Board held a Public Hearing to receive input concerning this agenda item. A summary of all citizen remarks, which may be viewed in their entirety in a video on the county website, follows here. The following comments were made in Manteo:

1. Stephen Bonnie, owner of Stu's Food Truck, stated he felt it was a great idea to have more than one truck on site. Competition was great for business and he had been doing it for three years. The location at the foot of the pier was great.
2. Luke and Natalie Harris told the Board they had relocated to the Outer Banks in June and operated a food truck. They stated the business model did well with competition and added the amendment would also provide more venues in a small location for customers to have additional food choices.
3. Joe Thompson, the applicant for the item, felt the amendment would help the community and the food truck industry.

Commissioner Bateman asked Mr. Thompson if five food trucks were too many. He responded the number seemed appropriate when all the other parameters were applied to what was required to qualify to operate a food truck. Commissioner Couch added there were no staffing problems with food trucks as with restaurants.

With no comments from Buxton, the County Manager closed the Public Hearing at 5:25 p.m.

**MOTION**

Commissioner Bateman motioned to adopt the draft amendments to Section 22-58.5 as drafted and adopt the statement of consistency and reasonableness as prepared by the Planning Department.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**ITEM 4 – PUBLIC COMMENTS**

At 5:26 p.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which may be each be viewed in their entirety in a video on the County website:

1. Liza Yowell stated she and Amanda Lotas addressed the Board on June 7, 2021 and had requested the Dare County Resolution Opposing United Nations Agenda 21, adopted in 2012, be revisited and updated. She stated Dare County was no longer a safe place. She spoke against the COVID-19 vaccine mandates, which she commented did not prevent the virus or its spread.
2. Amanda Lotas continued comments concerning Agenda 21. She stated in New York City and Los Angeles unvaccinated citizens were barred from entering restaurants, bars and gyms. She stated the 2012 resolution had been "tossed and no longer recognized" because "people were in fear". She stated Agenda 21 was unconstitutional and asked the Board to revisit it to protect basic human rights.
3. Melanie Brewer spoke against the requirement of the Board of Education for children to wear masks. She stated children were still wearing "breathing restrictions" and only sixteen residents had died from COVID-19. She reported that was low in comparison to other deaths caused by cardiac illness. She asked the Board why masks were required for children when no children had died from COVID in the county.
4. Reese Stecher stated 95% of teachers were vaccinated and the area children had a 99.974% chance of "being fine with COVID" and they were still required to wear masks. He stated Superintendent Farrelly and the teachers' association had put the ESSER funds ahead of concern for school children. He felt children were collateral damage for politics and money.

The County Manager closed Public Comments at 5:46 p.m.

#### **ITEM 5 – 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 (10.04.21) **(Att. #3)**
- 2) 5311 Designee Certification for FY2023-FY2027 – Amended
- 3) Res. of the County of Dare, NC for the LEOSSA Trust to Participate in AGPIP **(Att. #4)**
- 4) DHHS – Public Health Div. – Bright Ideas Grant
- 5) DHHS – Public Health Div. – Trillium SPF – Rx Grant
- 6) Tax Collector's Report
- 7) DHHS – Funding for Transportation to COVID-19 Vaccine Sites
- 8) Emergency Management Budget Amendment

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

#### **ITEM 6– BOARD APPOINTMENTS**

- 1) Rodanthe-Waves-Salvo Community Center

Vice-Chairman Overman motioned to reappoint Jason Brian Heilig and Roberta Midgett.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous



2) Older Adult Services Advisory Council

Commissioner Tobin motioned to reappoint Cynthia Harris and Claudia Hennessey for another term.

Commissioner House seconded the motion.

VOTE: AYES unanimous

3) Dare County Tourism Board

Town of Kitty Hawk

Commissioner Bateman motioned to appoint Councilman David Hines.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Hatteras Island/Member at Large

Commissioner Couch motioned to appoint Dennis Robinson to complete the term of Donna Peele.

Commissioners House and Bateman seconded the motion.

VOTE: AYES unanimous

Dare County Commissioner Seat

Commissioner House motioned to reappoint Ervin Bateman for another term.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

Member at Large

Vice-Chairman Overman motioned to reappoint Timothy M. Cafferty for another term.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 7 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS**

Commissioners and the County Manager frequently make extensive remarks, which may be viewed in a video on the website. Chairman Woodard requested the County Manager begin this segment.

Mr. Outten stated the Board had approved the need to upgrade and facelift the county recreation centers several meetings ago. Oakley Collier had completed the architectural work and provided a \$47,000 estimate to upgrade the facilities.

**MOTION**

Commissioner Couch motioned to approve the Oakley Collier architectural estimate of \$47,000 for upgrades to the county recreation centers.

Commissioners Bateman and House seconded the motion.

VOTE: AYES unanimous

Staffing difficulties had continued to be problematic for trash and recycling services. As a result, several recycling centers had to be closed. County Manager suggested an RFP be sought to provide private outside hauling. There were currently not enough county drivers to handle the disposal of trash and recycling.

**MOTION**

Vice-Chairman Overman motioned for an RFP for outside hauling of recycling.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Mr. Outten advised the large item pickup in the spring could also benefit from assistance from a private company to ensure the county would be able to have the pickup. He explained many homeowners rely upon this service to get homes ready for the summer season. Typically the county used public works staff to handle the spring large item pickup.

**MOTION**

Commissioner Couch motioned for an RFP to seek large item pick up services.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

Mr. Outten presented to the Board that he had been contacted by the owner of a three-quarter acre parcel near the Wescott Park Youth Center. The value was approximately \$80-\$100,000. At one time the Board had discussed expanding the facility; however, the recent purchase of the Masonic Lodge in Manteo fulfills the need for additional facility space. After a brief discussion, the Board declined to take any further action.

**Commissioner Couch**

- He cautioned everyone to not let their guard down, even though there were approximately only thirty days left to the typical hurricane season.
- Commented the report for county taxable sales was a significant number. The growth was off the charts.
- Invited Commissioner Tobin to speak to the Dare County Waterways Commission.
- The bridge in Rodanthe would be completed soon. The completed project would provide another occasion for NCDOT and the collective Outer Banks community to commemorate our heritage with the naming opportunity of the bridge.

**Commissioner Bateman and Vice-Chairman Overman** had no further items to present.

**Commissioner House**

- Virginia Tillett would be missed by her family and extended family of Dare County. He also remembered both Capt. Bob Carter and General Colin Powell who had recently died.
- Metro Aviation, an international company that dealt with air medical transportation, recognized Dare County on October 10<sup>th</sup> as "an innovative pioneer in providing air medical transportation services".
- The "day in history" was the recollection of the 1967 Soviet unmanned spacecraft, which had transmitted images from the surface of Venus.
- The SPCA Pet of the Week was an adoptable dog named Roger. The video also presented a reminder the shelter would be holding a volunteer orientation on October 23.

**Commissioner Tobin**

- Provided an update on the change in requirements for the CAC board. As a result, the council now had only two members. Volunteers were now required to have increased hours of training and certification and four had now resigned. Peake Resources and Spring Arbor currently decline allowing in-person visits and observation of services, even with the council's willingness to comply with any additional COVID-19 safety requirements for the residents.
- He attended the first WATERS (Water Adaptations to Ensure Regional Success) Summit in Greenville presented by Congressman Greg Murphy with County Manager Outten and Superintendent Hallac on October 13. It was an all-day event, very informative and educational. He spoke with Col. Bennett from the Corps and some experts regarding thin layer placement of dredge materials. He hoped to schedule further discussion with them regarding fortification of the area's marshes with dredge spoil.

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 6:14 p.m., the Board of Commissioners adjourned until 9:00 a.m., November 1, 2021.

Respectfully submitted,



By: *Cheryl C. Anby*  
 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 at this meeting are on file in the office of the Clerk to the Board. Attempts have been made to accurately reflect the spelling of each name as spoken at the podium or based on the legibility of the sign-in sheet.



*Resolution to Convey Personal Property to the Outer Banks SPCA*

**Description**

On Sunday, October 10th, a public notice was published in the Coastland Times stating Dare County would be conveying personal property to the Outer Banks SPCA without consideration. Said Property is a 2014 Chevrolet Van, VIN #1GCWGFCA0E1138734. The van will be utilized by the Outer Banks SPCA for the purpose of animal control within Dare County.

**Board Action Requested**

Approve Resolution

**Item Presenter**

Robert Outten, County Manager

**RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY  
PURSUANT TO G.S. 160A-279**

**WHEREAS**, the County of Dare owns certain items of personal property that are utilized by the Outer Banks SPCA for the purpose of animal control within the County;

**WHEREAS**, North Carolina General Statute 160A-279 authorizes a county to convey, with or without consideration, personal property by private sale to a nonprofit corporation, if the county is authorized by law to appropriate money to the corporation;

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

1. Dustin Peele, Dare County Purchasing Agent, is hereby authorized to convey, without consideration, to Outer Banks SPCA, the following items of surplus personal property:

2014 Chevrolet Van, VIN #1GCWGFCA0E1138734

2. Said person is further authorized and directed to execute any documents, transfer title, and perform all necessary functions associated with this conveyance.
3. Said person shall publish a notice summarizing the contents of this resolution, and the property may be conveyed at any time after 10 days after publication of the notice.

This the 1<sup>ST</sup> day of November, 2021

COUNTY OF DARE, NORTH CAROLINA

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

[SEAL]

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



*Board Appointments*

**Description**

The following board has actions this month: Dare County Joint Community Advisory Committee  
Also the upcoming board appointments are listed

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



*Dare County Joint Community Advisory Committee*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

November, 2021

**BOARD APPOINTMENT**

**DARE COUNTY JOINT COMMUNITY ADVISORY COMMITTEE**  
**(NURSING HOME COMMUNITY ADVISORY COUNCIL)**

(Three Year Term)

The Dare County Joint Community Advisory Committee (Nursing Home Community Advisory Council) serves as an advocate through monitoring of care and resolution of grievances of nursing home patients or their families. The Council meets when needed.

The Board has received notifications to remove from service both

**Mary F. Pendill and Mary Jernigan**

Please see attached notifications.

Other Members:  
See attached list





DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF AGING AND ADULT SERVICES  
 OFFICE OF THE STATE LONG-TERM CARE OMBUDSMAN

NOTIFICATION REQUESTING REMOVAL OF  
 COMMUNITY ADVISORY COMMITTEE MEMBER(S)

TO: Clerk/County Manager: Dare County  
 FROM: Brandi Jordan, Regional Ombudsman      Region: R  
 Volunteer Name: Mary Pendill  
 Date: 10/14/2021  
 County Committee Assignment: Adult Care Home    Nursing Home     Joint  
 Date of Appointment: Feb. 2019

Reason for Request

Volunteers are a vital part of the services that support older adults in your county. However, the volunteer indicated above has been de-designated by the Office of the State Long-Term Care Ombudsman and is no longer eligible for continued service for the following reason:

- Conflict of Interest
  1. G.S. 131 E-128 (f) Nursing Home
  2. G.S. 131 D-31 (g) Adult Care Home
  3. 45 CFR §1324.21
- Failure to attend required on-going training or complete required orientation and training.
  1. G.S. 131 E- 128 (g) Nursing Home
  2. G.S. 131 D- 31 (h) Adult Care Home
- Dates offered: \_\_\_\_\_
- Other (Non-attendance at quarterly meetings and facility visits)
  1. As determined by the Long-Term Care Ombudsman Program Policies and Procedures
  2. As determined by the committee by-laws
  3. As determined by resignation of the member
  4. As determined by removal of designation by the Office of the State Long-Term Care Ombudsman
  5. Expiration of term
  6. Committee member is deceased

**This is an official notification to the Board of Commissioners to remove named individual from service on the above-mentioned committee (HB 248, July 2017).** Should you have any questions, please contact **Brandi Jordan, Regional Ombudsman, 252-404-7086**. Thank you in advance for your prompt attention to this matter.

Region R Long-Term Care Ombudsman Program  
**Community Advisory Committee Update**  
October 2021

Name Mary Pendill County Dare

Address 129 Dogwood Circle  
Manteo, NC 27954

Mailing Address (if different) \_\_\_\_\_

Phone (please use best contact number) 252-473-3589  
Email (only include if you check at least once weekly) obxmama@hotmai1.com

- Are you able to use Zoom or other virtual meeting rooms?  YES  NO
- Do you work or have other commitments that limit the time that you are available to meet during normal business hours?  YES  NO
- If so, please list other commitments (work, volunteer, personal, etc.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you understand that it is a requirement of the Community Advisory Committee Program that volunteers must attend quarterly trainings?  YES  NO

Do you have any concerns regarding your ability to serve as a CAC volunteer? Yes, Even with more training, we would be doing almost the <sup>same</sup> job as an ombudsman, but with less training and no liability coverage.

The ACL has mandated changes to the CAC Program that will take affect on October 1, 2021. Please indicate that you have been informed of these changes by initialing here MP

Understanding that the changes to the program are federally mandated and will require an increase in the amount of training, continuing education and time that each CAC volunteer will have to invest, are you willing to remain a CAC volunteer or applicant with this program?  
 YES  NO  Other \_\_\_\_\_

Mary I. Pendill  
CAC Volunteer/Applicant Signature

10/7/2021  
Date



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF AGING AND ADULT SERVICES  
 OFFICE OF THE STATE LONG-TERM CARE OMBUDSMAN

NOTIFICATION REQUESTING REMOVAL OF  
 COMMUNITY ADVISORY COMMITTEE MEMBER(S)

TO: Clerk/County Manager: Dare County  
 FROM: Brandi Jordan, Regional Ombudsman Region: R  
 Volunteer Name: Mary Jernigan  
 Date: 10/11/2021  
 County Committee Assignment: Adult Care Home  Nursing Home   Joint  
 Date of Appointment: Oct. 2017

Reason for Request

Volunteers are a vital part of the services that support older adults in your county. However, the volunteer indicated above has been de-designated by the Office of the State Long-Term Care Ombudsman and is no longer eligible for continued service for the following reason:

Conflict of Interest

1. G.S. 131 E-128 (f) Nursing Home
2. G.S. 131 D-31 (g) Adult Care Home
3. 45 CFR §1324.21

Failure to attend required on-going training or complete required orientation and training.

1. G.S. 131 E- 128 (g) Nursing Home
2. G.S. 131 D- 31 (h) Adult Care Home

Dates offered: \_\_\_\_\_

Other (Non-attendance at quarterly meetings and facility visits)

1. As determined by the Long-Term Care Ombudsman Program Policies and Procedures
2. As determined by the committee by-laws
3. As determined by resignation of the member
4. As determined by removal of designation by the Office of the State Long-Term Care Ombudsman
5. Expiration of term
6. Committee member is deceased

**This is an official notification to the Board of Commissioners to remove named individual from service on the above-mentioned committee (HB 248, July 2017). Should you have any questions, please contact Brandi Jordan, Regional Ombudsman, 252-404-7086. Thank you in advance for your prompt attention to this matter.**

## Jasmine Wilson

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**From:** Mary Jernigan <maryj@darenc.com>  
**Sent:** Monday, October 11, 2021 9:59 AM  
**To:** Brandi Jordan; Jasmine Wilson  
**Subject:** Sorry

**CAUTION:** This message originated from an email address outside the agency. Please do not click any links or open any attachments unless verified. Send all suspicious email as an attachment to [Report Spam](#).

At this time I have a conflict and can not rejoin the CAC Board, I apologize for the confusion and must resign.

Sincerely,  
Mary R Jernigan

--

**Mary Jernigan**  
Leisure Activities Coordinator  
DCOAS  
300 Mustian ST, Kill Devil Hills, NC 27948  
[252.475.5637](tel:252.475.5637) phone  
[252.441.5600](tel:252.441.5600) fax  
[maryj@darenc.com](mailto:maryj@darenc.com)  
[www.darenc.com](http://www.darenc.com)



**DARE COUNTY JOINT COMMUNITY ADVISORY COMMITTEE**  
**(Nursing Home Community Advisory Council)**  
 (One Year Term, Three Year if reappointed)

Dare County Joint Community Advisory Committee (Nursing Home Community Advisory Council) was established to maintain the intent of the Nursing Home and Adult Care Home Resident Bill of Rights within nursing homes and adult care homes across the state. The Committee promotes community involvement and cooperation to ensure quality of care for older adults. The Committee is responsible for advising the County Commissioners of the general conditions that exist in Dare County's long-term care facilities.

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Jim Tobin ( <b>Ex-Officio</b> ) 6951 Pecan Lane PO Box 243 Manns Harbor, NC 27953 Jim.tobin@darenc.com 216-7732 (C)	1-24	Apptd 6-17 Reapptd. 1-18, 1-21
Mary F. Pendill 129 Dogwood Circle Manteo, NC 27954 obxmamap@hotmail.com 252-473-3589 (H) 252-423-0757 (C)	9-22	Apptd. 9-18 Reapptd. 9-19
Mary Jernigan P.O. Box 345 Kill Devil Hills, NC 27948 252-305-1005	1-22	Apptd. 1-16 Reapptd. 1-19
Pamela "Susie" Walters 415 W. Raceview Court PO Box 1075 Nags Head, NC 27959 <a href="mailto:pswalters@earthlink.net">pswalters@earthlink.net</a> 252-441-9218 (H) 252-207-5846 (W)	9-22	Apptd. 9-18 Reapptd. 9-19

Vacant

Vacant

**NOTES:**

**MEETING INFO:** Quarterly, 10:00 a.m. at the Baum Center

**MEMBERS COMPENSATED:** No

**WHEN APPOINTMENTS ARE MADE NOTIFY:**

Brandi Jordan, Regional LTC Ombudsman  
The Albemarle Commission  
P.O. Box 646, Hertford, NC 27944  
252-426-5753, ext. 225  
252-426-8482 (fax)

**The Nursing Home Community Advisory Committee acts as a liaison between the Albemarle Commission and Peak Resources Nursing Home.**

Marjorie Lane, Ombudsman of the Albemarle Commission called to ask for a copy of Mr. Russell Langley's letter of resignation from the Nursing Home Advisory Committee. Ms. Lane said by law only 5 members from Dare County should be on the Board. She recommended not replacing Mr. Langley since there were 5 members after his resignation. She also advised the law provides that one of the members is to be an individual recommended by the Nursing Home. She asked that the next time a term is due to expire, this slot be filled by such a person.

Dorothy Meers replaced Polly Bernd 9/90; Dawn Gibbs replaced Alice Basnight 4/91.

Roy Riddick appointed to fill unexpired term of Emma Cannady. He can only be appointed for 1 year since this is his first appointment. His term will expire 1/94.

Liz Ann Creef appointed to fill term of Dorothy Meers 1/95. Ms. Creef's term will expire 9/95, Liz Ann Creef reappointed in 9/95 but later declined. Mary Hall appointed to fill her term 11/95, Helen Beshens replaced Dawn Gibbs 1/97; Lib Fearing replaced Dawn Gibbs 1/97.

Comm. Hassell replaced Roy Riddick. Her term will expire 1/97. Louise Gray replaced Katherine McKimmey on 3/97. Lovey Moore replaced Helen Beshens and Eleanor Meekins replaced Lib Fearing, both who could not serve due to family member being a resident of Britthaven. 6/97

Comm. Anna Sadler replaced Shirley Hassell 1/99; Mary Conway replaced Lovie Moore 12/00. Renee Cahoon filled unexpired term of Anna Sadler 1/01. Joann Williams replaced Louise Gray 3/01; Peggy Thank filled unexpired term of Mary Hall 5/01. Lib Fearing apptd. to fill unexpired term of Joann Williams 9/03. Kaye White apptd. to fill unexpired term of Renee Cahoon 9/03.

Renee Cahoon can only serve as an ex-officio member and not as an active voting member of the board according to NCGS. Dell Collins replaced Mary Conway 1/05; Gail Sonesso replaced Patricia Schwartz 1/05. Virginia Tillett replaced Renee Cahoon 1/05; Cyrithia Kalongi replaced Dell Collins 1/06.

Frank Hester filled unexpired term of Peggy Thank 5/07. Jackie Wenberg replaced Gail Sonesso 2/08. Steve Jennette filled unexpired term of Jackie Wenberg 11/08.

Appollonia (Bella) Reber filled unexpired term of Frank Hester and Phelpie Edmondson filled unexpired term of Steve Jennette 9/09. Roger Barnett apptd. to fill unexpired term of Phelpie Edmondson 4/10. Janet Jordan replaced Kaye White 1/11. Laurie Worsley apptd. to fill vacancy left by Lib Fearing 6/11. Anita Edwards apptd. to fill unexpired term of Laurie Worsley who could not continue to serve due to a conflict 8/11. Comm. Wally Overman filled unexpired term of Virginia Tillett 10/13. Linda Putnam appointed to fill unexpired term of Appollonia Reber 10/14.

Margaret Umphlett replaced Wally Overman 1/15; Mary Jernigan replaced Roger Barnett 1/16. Melissa McCarter filled unexpired term of Janet Jordan 7/16.

Diannalea Knight filled unexpired term of Anita Edwards 12/16. Jim Tobin filled unexpired term of Margaret Umphlett 6/17. Cyrithia Kalonji and Diannalea Knight were removed from the Committee after Dare County rec'd official notification from the State they were not eligible for continued service based upon not completing the training requirements mandated by the NC General Statutes 2/19/18. The Board recommended the applications of Richard Burris & Susie Walters be forwarded to the Ombudsman to undergo training 3/5/18;

Pamela "Susie" Walters appointed by DCBC 9/18; Mary F. Pendill appointed by DCBC – 9/18  
Melissa McCarter resigned 8/19; Mary F. Pendill and Pamela Walters reapptd. 9/19

Amber Jennings and Bonnie Bennett apptd. one year term 12/19, Amber Jennings resigned 3/20. Bonnie Bennett resigned 8/20, Jim Tobin reapptd. 1/21.

**REVISED 01/21**



*Upcoming Board Appointments*

**Description**

The Dare County Board of Commissioners welcomes citizen participation on its many Boards and Committees.

Following is a list of the Boards and Committees that have terms expiring during the next 3 months. The list indicates when the item will be presented to the County Commissioners and any requirements that may pertain to the appointment.

Instructions on how to obtain and submit an application are attached along with additional information about each of the Boards and Committees with upcoming term appointments.

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager

## Upcoming Board & Committee Appointments

The Dare County Board of Commissioners welcomes citizen participation on Advisory Boards and Committees. This type of grassroots public involvement is the foundation of democracy and a vital part of maintaining Dare County as a quality place to live.

Following is a list of Boards and Committees with terms expiring during the next three months.

*Information on how to obtain and submit applications follows the list.*

**In addition, please note there are several boards with vacancies – please check the website.**

### **December, 2021**

**Equalization and Review Board** --5 terms expiring

**Special Motor Vehicle Valuation Review Committee** --3 terms expiring

**Tourism Board** --4 terms expiring

### **January, 2022**

**No expiring terms**

### **February, 2022**

**Planning Board** --2 terms expiring

### ***~~~~~Instructions for Obtaining and Submitting Applications~~~~~***

An application must be submitted in order for your name to be considered for a Board or Committee appointment. The form is available on the Dare County website.

**Cheryl C. Anby, Clerk to the Board at 475-5800**





*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