



**COUNTY OF DARE**  
PO Box 1000, MANTEO, NC 27954

**DARE COUNTY BOARD OF COMMISSIONERS**

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

**Monday, March 07, 2022**

**“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** Service Pins - March, 2022
- ITEM 3** Employee of the Month
- ITEM 4** Public Comments
- ITEM 5** BrightSpring Hospice Services Update
- ITEM 6** Health and Human Services-Public Health Division -Caregiver's Day Out Presentation
- ITEM 7** Dare County Department of Health and Human Services Public Health Division Amend Dare County Ordinance 34.02
- ITEM 8** Dare County Department of Health and Human Services Public Health Division Amend Dare County Ordinance Chapter 91 Section 91.030
- ITEM 9** Dare County Beach Nourishment - Avon/Buxton Project - Owner/Contractor Agreement
- ITEM 10** Dare County Beach Nourishment - Avon/Buxton Sand Fencing
- ITEM 11** Resolutions Approving Financing Terms:\$2,980,682 for 36 months at 1.45% for Vehicles & Equipment and \$1,345,236 for 59 months at 1.83% for Public Works Heavy Equipment
- ITEM 12** 2022 Classification and Compensation Study
- ITEM 13** **Consent Agenda**
1. Approval of Minutes (02/17/22 and 02/22/22)
  2. Ground Lease, Sublease Agreements and Memorandum of Lease Agreements between Dare County and the NC Depart. of Administration
  3. NCDOT Right of Way Three Party Encroachment Agreement for KOA, Rodanthe
  4. Budget Amendment - Emergency Pumps
  5. Budget Amendment - Homeland Security Grant CCTV Trailer
- ITEM 14** **Board Appointments**
1. Manns Harbor Marina Commission
  2. Dare County Transportation Advisory Board
  3. Parks and Recreation Advisory Council
  4. Upcoming Board Appointments
- ITEM 15** Commissioners' Business & Manager's/Attorney's Business
- ITEM 16** Closed Session

**ADJOURN UNTIL 5:00 P.M. ON MARCH 21, 2022**



*Opening Remarks - Chairman's Update*

**Description**

Dare County Chairman Robert Woodard will make opening remarks.

**Board Action Requested**

Informational Presentation

**Item Presenter**

Chairman Robert Woodard, Sr.



*Service Pins - March, 2022*

**Description**

Service pins for the month of March will be presented

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager



*Employee of the Month*

**Description**

The Employee of the Month Certification 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



*BrightSpring Hospice Services Update*

**Description**

Joseph "Jody" Moore and Mike McMaude will provide an update.

**Board Action Requested**

None - Presentation

**Item Presenter**

Joseph Moore and Mike McMaude



*Caregivers' Day Out Presentation*

**Description**

Program provided by Outer Banks Dementia Coalition and Dare County Department of Health and Human Services.

**Board Action Requested**

N/A

A handwritten signature in blue ink, appearing to be "SD", is written over the "N/A" text.

**Item Presenter**

Dianne Denny and Sheila Davies



# *CAREGIVERS' DAY OUT*

**Mondays**

**Drop off 9:30am—10:00am**

**Pick up no later than 1:00**

**Games  
Exercise  
Music  
Snacks  
Meet New  
Friends**

**No Cost for this Program!!**

Parks and Rec Center 602 Mustian Street, Kill Devil Hills

“Caregivers’ Day Out” offers hands-on activities for seniors with dementia using a unique combination of themes, music, games, exercise and snacks. Additionally it offers primary caregiver support and respite with a time to recharge.

Trained volunteers will host the events and facilitate the activities.

Application must be completed before the program begins.

**To sign up or if you have questions:**

**Dianne Denny—Program Director**

**252-489-9508 or [obxdfc@gmail.com](mailto:obxdfc@gmail.com)**

**Program provided by Outer Banks Dementia Friendly Coalition**

**And Dare County Department of Health and Human Services**







*Dare County Department of Health and Human Services  
Public Health Division  
Amend Dare County Ordinance 34.02*

**Description**

Amendments to Dare County Ordinance 34.02 Prohibition on Tobacco Use in all Dare County Facilities, Property and Vehicles.

**Board Action Requested**

Approve amendment to ordinance

**Item Presenter**

Sheila Davies

34.02 PROHIBITION ON TOBACCO USE IN ALL DARE COUNTY FACILITIES, PROPERTY AND VEHICLES.

(A) Definitions. The following definitions, taken directly from G.S. §§ 130A-492 and 14-313(a) and to be amended by any amendments to G.S. §§ 130A-492 or 14-313(a), apply to this section:

EMPLOYEE. A person who is employed by an employer, or who contracts with an employer or third person to perform services for an employer, or who otherwise performs services for an employer with or without compensation.

GROUNDS. An unenclosed area owned, leased, or occupied by local government.

LOCAL GOVERNMENT BUILDING. A building owned, leased as lessor, or the area leased as lessee and occupied by a local government.

LOCAL VEHICLE. A passenger-carrying vehicle owned, leased, or otherwise controlled by local government and assigned permanently or temporarily by local government to local government employees, agencies, institutions, or facilities for official local government business.

SMOKING. The use or possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product.

TOBACCO PRODUCTS. Any product that contains tobacco and is intended for human consumption, and any other items containing or reasonably resembling tobacco or tobacco products.

(B) Areas in which smoking and tobacco use are prohibited. Smoking and the use of tobacco products is prohibited:

(1) In any local government building, except in outside areas designated by the County Manager at local government buildings that are not:

~~(a) Operated by or occupied by the Dare County Health Department or are within 50 feet of such Health Department building(s); or~~

(a) Occupied by, operated by or used to perform services by the Dare County Department of Health and Human Services\*; or

(b) Buildings operated by or occupied by the Dare County Parks and Recreation Department;

(2) In any local government building in which smoking is prohibited as of April 16, 2012;

(3) In any local vehicle owned, leased, or operated by Dare County; and

(4) On any grounds that are owned, leased, occupied, or operated by Dare County except specific areas upon grounds which may be designated by the County Manager, adjoining a local government building, to serve as the smoking area for those buildings in which smoking may be permitted under the provisions of division (B)(1) above.

\* Medicaid prohibits the use of tobacco and/or tobacco products, as defined in Dare County Code of Ordinances Section 34.02 Paragraph A Definitions , on or around the facilities of any provider of services who bills Medicaid for said services.

(C) Implementation.

(1) Persons in charge of a building, vehicles and grounds or his or her designee shall post signs that meet all the requirements in division (D) below.

(2) The person in charge of a building and grounds or his or her designee shall remove all ashtrays and other smoking receptacles.

(3) The person in charge of a building, vehicle or grounds or his or her designee who sees an individual using a tobacco product who is in violation of this ordinance must ask that individual to stop using the tobacco product.

(D) Signage.

(1) The signs required by division (C) above must:

(a) State that tobacco use is prohibited and the sign must include the international “No Smoking and Smokeless Tobacco” symbol (which consists of a pictorial representation of a burning cigarette and smokeless tobacco product enclosed in a red circle with a red bar across it);

(b) In areas where smoking may be permitted, the sign must include the language “No Smoking and Smokeless Tobacco Except In Designated Areas” and the international no smoking symbol (which consists of a pictorial representation of a burning cigarette and smokeless tobacco product enclosed in a red circle with a red bar across it);

(c) Be posted at each building entrance and on the grounds at a height and location easily seen; and

(d) Be in legible font type.

(2) Persons in charge of vehicles identified in division (B) above or his or her designee shall post signs in the vehicles explaining the prohibition. The signs must be displayed in areas where passengers will be able to see the signs but the placement of the signs must not interfere with the safe operation of the vehicle.

(3) Nothing in this section prohibits a person in charge of buildings, grounds and vehicles from posting additional signs in areas where smoking is prohibited. For example, signs may be posted in other areas where people are likely to want to use tobacco products, such as in bathrooms or in dining areas.

(4) The person in charge of buildings, grounds and vehicles must determine whether signs should be posted in languages other than English.

(E) Enforcement; penalties.

(1) Violations by employees. Employees who violate this section shall be subject to sanctions consistent with Dare County human resources policies.

(2) Violations by other persons. Any person who, following oral or written notice by the person in charge of the area or the person’s designee, continues to smoke or to use tobacco products in an area where smoking or tobacco use is prohibited by division (B) above commits an infraction. Pursuant to

G.S. § 130A-498(c1), the person committing the infraction may be punished by a fine of not more than \$50 and may not be assessed court costs. Conviction of an infraction under this section has no consequence other than payment of a penalty.

(3) Any amendments to the enforcement or penalty provisions listed in G.S. § 130A-498(c1) apply to this section.



*Dare County Department of Health and Human Services  
Public Health Division  
Amend Dare County Ordinance Chapter 91 Section 91.030*

**Description**

Amendments to Dare County Ordinance Chapter 91 Animals Section 91.030 Dangerous or Potentially Dangerous Dog

**Board Action Requested**

Approve amendment to ordinance

**Item Presenter**

Sheila Davies

**91.030 DANGEROUS OR POTENTIALLY DANGEROUS DOG.**

(A) The Dare County Health Director is the person designated to determine when a dog is dangerous or potentially dangerous under the provisions of G.S. § 67-4.1 and to determine when ~~an animal~~ a dog is dangerous or potentially dangerous as defined herein. The Chairperson of the Dare County Board of Health shall designate as needed, 3 members of the Dare County Board of Health to serve as the Dare County Dangerous Animal ~~Dogs Appeals'~~ Board to hear appeals from the Health Director's determination that a dog ~~or an animal~~ is dangerous or potentially dangerous.

(B) Upon receipt of a report that an animal is dangerous or potentially dangerous:

(1) The Animal Control Officer shall promptly investigate the report and upon completion of the investigation present the findings of such investigation to the Health Director. Any ~~animal~~ dog which in the opinion of the animal control or law enforcement officer(s) who respond and which they reasonably believe constitutes a present threat to persons or other animals may be taken into their custody and impounded.

(2) Upon receipt of the investigative report, the Health Director shall determine whether there is probable cause to believe that the ~~animal~~ dog which is the subject of the report is dangerous or potentially dangerous.

(3) Upon determining that ~~an animal~~ a dog is a dangerous ~~animal~~ dog or a potentially dangerous ~~animal~~ dog the Health Director shall:

(a) Notify the owner in writing, giving the reasons for the determination, before the ~~animal~~ dog may be considered dangerous or potentially dangerous;

(b) Notify Dare County Animal Control of the Health Director's determination and if not already impounded as otherwise provided, direct that the ~~animal~~ dog be seized and impounded until final disposition has occurred as provided herein;

(c) Give the owner notice that the owner may appeal the determination by filing written objections with the Dare County Dangerous Animal ~~Dogs Appeals'~~ Board within 3 days and provide the address at which to deliver such notice of the appeal;

(d) Direct the owner to immediately deliver the ~~animal~~ dog to the Dare County Animal Shelter if not previously seized by Dare County Animal Control, to be impounded until the ~~animal's~~ dog's disposition is determined as provided herein; and

(e) If after reasonable efforts the owner or the whereabouts of the owner cannot be determined, the Health Director and Dare County Animal Control shall proceed as provided herein as if such notice was properly given.

(C) An animal control officer is authorized to serve a copy of the Health Director's notice upon the owner of the ~~animal~~ dog and to seize and impound the ~~animal~~ dog upon the Health Director's determination that the ~~animal~~ dog is dangerous or potentially dangerous or upon a reasonable belief that the ~~animal~~ dog is a present threat to persons or other animals.

(D) Within 3 days of receipt of notice of the Health Director's determination that ~~an animal~~ a dog is dangerous or potentially dangerous, the owner may appeal the determination to the Dare County

Dare County Dangerous Animal **Dogs Appeals'** Board. In the event written notice of appeal is not received within the times prescribed herein, the determination of the Health Director shall be final. Upon a timely appeal, the Dare County Dangerous Animal **Dogs Appeals'** Board shall convene within 10 days and conduct a hearing ~~to determine whether the determination of the Health Director is affirmed.~~ **The Dangerous Animal Appeal Board may approve, revoke or revise the level of danger as determined by the Health Director.**

The hearing shall be conducted pursuant to the procedures adopted by the Dare County Dangerous Animal **Dogs Appeals** Board. The final decision of the Dare County Dangerous Animal **Dogs Appeals'** Board may be appealed to the superior court by filing notice of appeal and a petition for review within 10 days of the final decision of the appellate Board and shall be heard de novo before a superior court judge sitting in Dare County. In the event that the notice of appeal and petition for review are not timely filed, the decision of the Dare County Dangerous Animal Appeal Board shall be final.

(E) Potentially dangerous dog. If a dog is declared potentially dangerous by the Health Director, the Health Director may impose regulations including but not limited to the following:

(1) The dog shall be kept, secured and restrained while on the owner's property in the following ways:

(a) When the dog is confined indoors, the place where the dog is confined must have doors, windows and other exits securely fastened shut and the dog must be under the supervision and control of a responsible adult capable of such supervision and control;

(b) When the dog is confined outdoors, it must be kept in a locked enclosure which has secure sides, and is constructed out of materials and in a manner which will preclude escape by the dog and prevent entry by small children;

(c) While not confined indoors or outdoors as described above, the dog must be securely leashed with a leash no longer than four (4) feet in length and under the control of a responsible adult capable of such control and muzzled to prevent such dog from biting persons or other animals.

(d) A sign shall be posted on the property which should read:

BEWARE OF DOG

DOG MAY BITE

STAY AWAY

(e) **In the event that the Health Director determines, after having made a study of the case, that the owner of the dog is either unwilling or unable to comply with any of the restrictions that may be set forth, then upon declaring the dog Potentially Dangerous, the Health Director shall have the authority to instruct the owner to surrender the dog to Animal Control for adoption, placement in a dog refuge or disposition in accordance with Dare County Animal Control Policies and Procedures.**

(2) The dog shall be sterilized within 30 days of the date that the dog is declared potentially dangerous by the Health Director. In the event that the potentially dangerous declaration is appealed

then the sterilization shall take place within 30 days of the date that the Dare County Dangerous Animal Dogs Appeals' Board upholds the potentially dangerous dog determination. In some cases, the Health Director may also require that the dog stay impounded until such sterilization is complete.

(3) Animal Control shall have the authority to visit the premises of the dog owner to determine that the regulations imposed by the Health Director have been fulfilled, prior to returning the dog to the owner.

(4) The Health Director may decide that a potentially dangerous dog be humanely destroyed.

(F) Final determination that ~~an animal~~ a dog is dangerous or potentially dangerous.

(1) Dangerous ~~animal~~ dog. Upon final determination that ~~an animal~~ dog is dangerous, the ~~animal~~ dog shall be humanely destroyed and the owner shall be responsible for all costs and expenses of impoundment and destruction as set forth on the schedule of fees adopted by Dare County Animal Control. Upon a final determination that ~~an animal~~ a dog is not dangerous, the ~~animal~~ dog shall be returned to the owner.

(2) Potentially dangerous ~~animal~~ dog. Upon final determination that ~~an animal~~ is potentially dangerous, the restrictions imposed by the Health Director shall become final. In the event that the owner of the dog does not comply with the restrictions imposed by the Health Director within 30 days of the final determination that the dog is potentially dangerous, the dog shall be surrendered to Dare County Animal Control for adoption or disposition in accordance with Dare County animal control policies and procedures.

(3) Annual inspection by Animal Control. Dare County Animal Control shall inspect the premises on an annual basis to ensure that the dog owner remains in compliance with the regulations set by the Health Director.

(4) Non Compliance of Regulations Set by Health Director. If, at any time, it comes to the attention of the Health Director that the regulations imposed are not being properly maintained, then the owner shall be instructed to surrender the dog to Animal Control for adoption, placement in a dog refuge or disposition in accordance with Dare County Animal Control Policies and Procedures





*Dare County Beach Nourishment - Avon/Buxton Project - Owner/Contractor Agreement*

**Description**

During the December 6th, 2021 meeting, the Board of Commissioners approved Great Lakes Dredge and Dock Company, LLC as the apparent low bidder for the Avon and Buxton Nourishment projects. The next step in the process is to issue the Notice of Award and execute the Owner/Contractor Agreement with Great Lakes Dredge and Dock Company, LLC.

**Board Action Requested**

Approve the Owner/Contractor Agreement and authorize the County Manager to sign the Owner/Contractor Agreement.

**Item Presenter**

Dustin Peele - Project and Procurement Manager



GREAT LAKES DREDGE  
& DOCK COMPANY, LLC

10151 DEERWOOD PARK BLVD 300 | SUITE 115  
JACKSONVILLE, FL 32256  
1(904)834-5234

February 15, 2022

Dustin Peele  
Dare County Purchasing Manager  
954 Marshall C Collins Drive  
Manteo, Dare County  
North Carolina 27954

ATT: Dustin Peele  
Dare County Purchasing Manager

**RE: Type of Bond: Performance and Payment Bond  
Avon and Buxton Dare County, North Carolina  
Contract No. 2403M**

Dear Mr. Peele,

Enclosed please find the Performance and Payment Bonds for Avon and Buxton Dare County, North Carolina Project. If you have any questions or require additional information, please contact Armand Riehl at (904) 834-5233, [arriehl@gldd.com](mailto:arriehl@gldd.com).

Sincerely,

GREAT LAKES DREDGE & DOCK COMPANY, LLC

A handwritten signature in black ink, appearing to read 'Armand Riehl'.

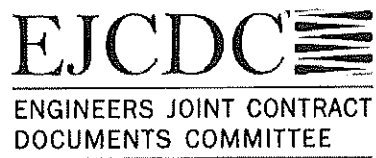
Armand Riehl  
Vice President Sr. Project Sponsor

[WWW.GLDD.COM](http://WWW.GLDD.COM)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by



Issued and Published Jointly by



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**NOTE: PROVISIONS OF THIS FORM C-520 HAVE BEEN ALTERED AND THUS DIFFER FROM THE STANDARD FORM C-520 (Rev 1) EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 1**

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**AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Dare County, North Carolina ("Owner") and  
Great Lakes Dredge and Dock Company, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Dredging by ocean-certified hopper dredge and/or cutterhead suction dredge, placement, grading, and environmental protection as specified under federal and state permits of 1,000,000 cubic yards on 13,200 linear feet of the Cape Hatteras National Seashore in front of the Village of **Avon** in two reaches identified as follows:
  - 1) Reach 3 (4,000 linear feet from Stations 1550+00 to 1590+00) – 172,000 cubic yards (Base Bid A1 plus Alternate Bid A1 quantities).
  - 2) Reach 4 (9,200 linear feet from Stations 1590+00 to 1682+00) – 828,000 cubic yards (Base Bid A1 plus Alternate Bid A1 quantities).
- B. Dredging by ocean-certified hopper dredge and/or cutterhead suction dredge, placement, grading, and environmental protection as specified under federal and state permits of 1,200,000 cubic yards on 15,500 linear feet of the Cape Hatteras National Seashore including the portion in front of the Village of **Buxton** in two reaches identified as follows:
  - 1) Reach 1 (4,500 linear feet from Stations 1880+50 to 1925+50) – 675,000 cubic yards (Base Bid A2 plus Alternate Bid A2 quantities).
  - 2) Reach 2 (11,000 linear feet from Stations 1770+50 to 1880+50) – 525,000 cubic yards (Base Bid A2 plus Alternate Bid A2 quantities).
- C. For the **Avon** nourishment project, sand is to be dredged from the designated offshore borrow area situated approximately 2-3 miles offshore of Avon within state waters. The borrow area encompasses a total of ~250 acres, and the maximum-allowed excavation depth of 150 acres is 10 ft below the existing grade and 6 ft below the existing grade in the rest of 100 acres of area. The maximum volume available in the borrow area is ~3.4 million cubic yards.
- D. For the **Buxton** renourishment project, sand is to be dredged from the designated offshore borrow area situated approximately 2-3 miles offshore of Buxton within state waters. The borrow area encompasses a total of ~200 acres, and the maximum-allowed excavation depth is 10 ft below the existing grade. The maximum volume available in the borrow area is ~3.3 million cubic yards.
- E. Underwater archaeological survey of the Avon and Buxton borrow areas confirm that no significant historical resources will be impacted by dredging operations within these areas. Therefore, the designated borrow areas can be used without concern for effects on submerged historical resources.

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- F. The Work shall to the extent practicable be conducted during fair-weather months. Dredging and placement operations will be subject to environmental protection measures as required in the state and federal permits, including open-net trawling for turtles ahead of the hopper dredge(s) during designated periods, use of deflectors and equipment modification onboard hopper dredges, use of Dredging Quality Management (DQM) onboard dredges, and use of certified endangered species monitors onboard dredges. Contractor must implement protection measures as specified in federal and state permits for the project (terms and conditions incorporated in Technical Specifications 01060 Regulatory Requirements of this Manual). Contractor's price to accomplish all Work is to include the cost of required environmental protection measures.
- G. No fill is to be placed on exposed emergency sand bags or exposed pilings, or under houses, or under exposed walkovers, or along the landward side of houses.
- H. The Owner reserves the right to revise the fill schedule before or during construction in order to establish a uniform beach for the designated lengths of the project reaches. Such alterations will not change the total awarded quantities to be placed.
- I. Reach 4 (stations 1590+00 to 1682+00) of **Avon** and portion of Reach 1 (stations 1880+50 to 1915+00) of **Buxton** include construction of initial dunes as specified in the Drawings.
- J. If required, tilling of the beach in accordance with requirements specified in the Project Manual.
- K. Restoration of access, staging areas, and infrastructure to conditions existing before construction.
- L. Notice of Award is expected to be issued on or before 15 February 2022.
- M. Notice to Proceed is expected to be issued on or before 15 March 2022.
- N. Substantial Completion of Work will be by 1 December 2022 (under Bid A). All equipment must be removed from the beach by 15 December 2022 (under Bid A).

## ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Avon Village Beach Nourishment and Buxton Renourishment to Protect NC Highway 12 (Avon Nourishment/Buxton Renourishment).

## ARTICLE 3 – ENGINEER/ARCHITECT

- 3.01 The part of the Project that pertains to the Work has been designed by Coastal Science & Engineering, PO Box 8056, Columbia SC 29202-8056.
- 3.02 The Owner has retained Coastal Science & Engineering, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
  - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

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4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before 1 December 2022 (under Bid A), and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before 15 December 2022 (under Bid A).

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Four Thousand** dollars (**\$4,000.00**) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for completion and readiness for final payment.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts, subject to adjustment under the Contract, equal to the sum of the amount determined pursuant to Paragraphs 5.01 A, B, and C below:

- A. For all Work, as authorized by Dare County, a lump sum of: **\$25,870,000 (Twenty five million eight hundred seventy thousand dollars and zero cents)**. All specific cash allowances are included in the above price in accordance with the General Conditions.
- B. This is a lump-sum contract. Unit Prices will be used to compute progress payments and for modification of quantities in accordance with the Contract Documents.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. The first invoice received may not exceed 60 percent of the Mobilization and Demobilization Lump Sum Bid. Furthermore, there must be evidence of mobilization prior to this payment.
- B. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.B.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
  - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. NA percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer/Architect as provided in said General Conditions.

**ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate of 3 percent per annum.

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar and will comply with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
  - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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NOTE: PROVISIONS OF THIS FORM C-520 HAVE BEEN ALTERED AND THUS DIFFER FROM THE STANDARD FORM C-520 (Rev 1) EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. PAGE 4 OF 8



- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 8, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. Other bonds.
    - a. Bid Bond (pages 1 to 2, inclusive).
  - 5. General Conditions (pages 1 to 42, inclusive).
  - 6. Supplementary Conditions (pages 1 to 10, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. Drawings (not attached but incorporated by reference) consisting of 11 sheets with each sheet bearing the following general title: Avon Village Beach Nourishment and 11 sheets with each sheet bearing the following general title: Beach Renourishment to Protect NC Highway 12 at Buxton.
  - 9. Addenda (numbers 1 to 3, inclusive).
  - 10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 10, inclusive).
    - b. Notice of Intention to Award (pages 1 to 1, inclusive).
    - c. Major CAMA permits #150-21 (for Avon) and #151-21 (for Buxton)
    - d. NPS Special Use Permits #USA21-5700-005 (for Avon) and #USA21-5700-004 (for Buxton)
    - e. USACE permits Action ID SAW 2021-01265 (for Avon) and ID SAW 2021-01266 (for Buxton)
    - f. Non-Collusion Affidavit (pages 1 to 1, inclusive)
    - g. Byrd Anti-Lobbying Certification (pages 1 to 1, inclusive)
    - h. FEMA Contract Provisions (Exhibit A, inclusive)
  - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

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- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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10.06 *Dare County Provisions*

- A. *E-Verify*. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a Subcontractor, Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Pursuant to North Carolina General Statute § 143-133-3.(c)(2), contracts solely for the purchase of goods, apparatus, supplies, materials, or equipment are exempt from this provision.
- B. *Contingency*. Owner's obligations under the contract are contingent upon receipt of final approval of Owner's financing from the North Carolina Local Government Commission.

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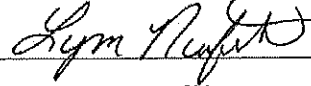
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR: Great Lakes Dredge & Dock LLC

\_\_\_\_\_



By: \_\_\_\_\_

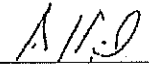
By: Lynn Nietfield

Title: \_\_\_\_\_

Title: Senior Vice President

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

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

Attest: 

Title: \_\_\_\_\_

Title: Vice President; Armand F Riehl

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10151 Deerwood Park Blvd. | Bldg. 300,  
Suite 115 | Jacksonville, FL 32256  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

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

 2/16/2022  
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

\_\_\_\_\_  
TOWN ATTORNEY

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GREAT LAKES DREDGE & DOCK COMPANY, LLC

9811 Katy Freeway  
Suite 1200  
Houston, Texas 77024

SECRETARY'S CERTIFICATE

I, Cheryle A. Stone, **DO HEREBY CERTIFY** that I am the duly elected, qualified and acting Secretary of Great Lakes Dredge & Dock Company, LLC, a Delaware limited liability company (the "Company"), and in such capacity:

**I FURTHER CERTIFY** that pursuant to the resolutions duly adopted by the Board of Managers of the Company on September 16, 2015, the Company's duly elected Officers are authorized to sign domestic dredging contract bids, estimates, contracts, contract modifications, payment estimates, payment invoices, final invoices releases and all other agreements, instruments, documents or other forms necessary to secure, perform and finalize contracts and contract modifications (collectively the "Contract Documents"), relating to any domestic dredging project that has been reviewed and approved by the Chief Executive Officer, President – Dredging, Chief Operating Officer – Dredging, Executive Vice President, and/or a Senior Vice President;

**I FURTHER CERTIFY** that the aforementioned duly elected Officers of the Company shall have the authority to execute the *Contract Documents* in the name of and on behalf of the Company, together with all bonds and other obligations necessary to secure the performance thereto, and when so executed the same shall be in full force and effect, and binding upon the Company;

**I FURTHER CERTIFY** that for the purposes of the foregoing resolutions, the term "*Officers*" shall mean and include, as applicable, the Chief Executive Officer, Chief Operating Officer – Dredging, President – Dredging, Executive Vice President, any Senior Vice President, and any Vice President; and

**I FURTHER CERTIFY** that such resolutions have not been amended, modified, revoked or rescinded since their adoption to, and including the date hereof, and are now still in full force and effect.

**IN WITNESS WHEREOF**, the undersigned has executed this Secretary's Certificate on this 15 day of FEBRUARY, 2022.

GREAT LAKES DREDGE & DOCK COMPANY, LLC

By: Cheryle A. Stone  
Name: Cheryle A. Stone  
Title: Secretary

A Limited Liability Company  
organized under the Laws  
of the State of Delaware

State of Illinois )  
County of DuPage )

Signed and sworn or affirmed to before me on FEBRUARY 15, 2022 by Cheryle A. Stone as a duly elected officer of Great Lakes Dredge & Dock Company, LLC.

[Seal]:

Lilia Wichert  
Signature of Notary Public



WWW.GLDD.COM

License Year

2022

License No.

61566

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

Great Lakes Dredge & Dock Company, LLC  
Houston, TX

is duly registered and entitled to practice

### General Contracting

Limitation: Unlimited

Classification: S (Marine Construction)

until

December 31, 2022

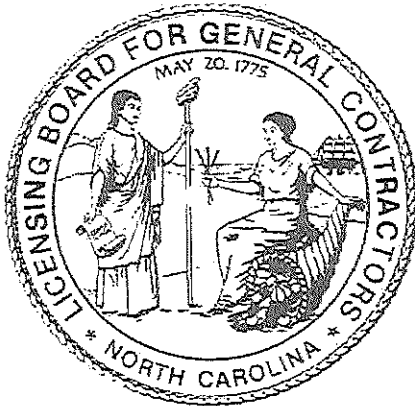
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 01, 2022

This certificate may not be altered.



*J. E. Pomeroy*  
Chairman

*C. Frank Wiesner*  
Secretary-Treasurer



PAYMENT BOND

CONTRACTOR (name and address):
Great Lakes Dredge & Dock Company, LLC
9811 Katy Freeway, Suite 1200
Houston, TX 77024

SURETY (name and address of principal place of business):
Liberty Mutual Insurance Company/ Federal Insurance Company
175 Berkeley Street/ 202B Hall's Mill Road
Boston/ Whitehouse Station, MA/ NJ 02116/ 08889

OWNER (name and address):
DARE COUNTY
954 MARSHALL C COLLINS DRIVE, MANTEO, NC 27954
CONSTRUCTION CONTRACT

Effective Date of the Agreement: February 7, 2022
Amount: \$25,870,000.00 Twenty Five Million Eight Hundred Seventy Thousand Dollars and 00/100
Description (name and location): ENGINEER'S PROJECT NO.: 2525/2403M - AVON VILLAGE BEACH NOURISHMENT AND
BUXTON BEACH RENOURISHMENT TO PROTECT NC HIGHWAY 12 DARE COUNTY, NORTH CAROLINA

BOND
Bond Number: 404250207/ K40320866
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): February 11, 2022
Amount: \$25,870,000.00 Twenty Five Million Eight Hundred Seventy Thousand Dollars and 00/100
Modifications to this Bond Form: [X] None [ ] See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Great Lakes Dredge & Dock Company, LLC (seal)
Contractor's Name and Corporate Seal

Liberty Mutual Insurance Company/ Federal Insurance Company (seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (attach power of attorney)

Lynn Nietfeld
Print Name

William T. Krumm
Print Name

Sr. Vice President
Title

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature

Vice President, Armand Riehl
Title

Karen Socha Witness
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.



12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

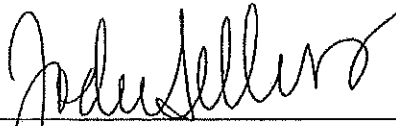
NONE

State of Illinois

County of Cook

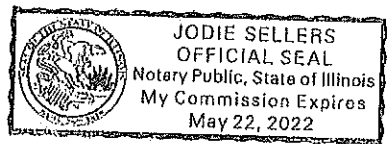
I, Jodie Sellers, Notary Public, do hereby certify that William T. Krumm Attorney-in-Fact, of the Liberty Mutual Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Liberty Mutual Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 11th day of February, 2022.



Notary Public Jodie Sellers

My Commission expires: 05/22/2022



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-632-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint William T. Krumm of the city of Rolling Meadows, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Great Lakes Dredge & Dock Company, LLC  
Obligee Name: DARE COUNTY  
Surety Bond Number: 404250207/ K40320866 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of March, 2021.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of February, 2022.

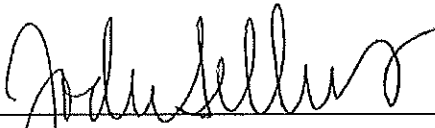


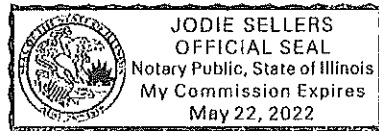
By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

State of Illinois  
County of Cook

I, Jodie Sellers, Notary Public, do hereby certify that William T. Krumm Attorney-in-Fact, of the Federal Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Federal Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 11th day of February, 2022.

  
\_\_\_\_\_  
Notary Public Jodie Sellers  
My Commission expires: 05/22/2022



**CHUBB®**  
**Power of Attorney**  
**Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company**  
**Westchester Fire Insurance Company | ACE American Insurance Company**

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **William T. Krumm**

Surety Bond Number: 404250207/  
 K40320866  
 Obligor: DARE COUNTY

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 3<sup>rd</sup> day of January, 2022.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
 County of Hunterdon

SS.

On this 3<sup>rd</sup> day of January, 2022, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
 NOTARY PUBLIC OF NEW JERSEY  
 No. 2316688  
 Commission Expires July 18, 2024

*Katherine J. Adelaar*  
 Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 11, 2022



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
 Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



PERFORMANCE BOND

CONTRACTOR (name and address):
Great Lakes Dredge & Dock Company, LLC
9811 Katy Freeway, Suite 1200
Houston, TX 77024

SURETY (name and address of principal place of business):
Liberty Mutual Insurance Company/ Federal Insurance Company
175 Berkeley Street/ 202B Hall's Mill Road
Boston/ Whitehouse Station, MA/ NJ 02116/ 08889

OWNER (name and address):
DARE COUNTY
954 MARSHALL C COLLINS DRIVE, MANTEO, NC 27954
CONSTRUCTION CONTRACT

Effective Date of the Agreement: February 7, 2022
Amount: \$25,870,000.00 Twenty Five Million Eight Hundred Seventy Thousand Dollars and 00/100
Description (name and location): ENGINEER'S PROJECT NO.: 2525/2403M - AVON VILLAGE BEACH NOURISHMENT AND
BUXTON BEACH RENOURISHMENT TO PROTECT NC HIGHWAY 12 DARE COUNTY, NORTH CAROLINA

BOND
Bond Number: 404250207/ K40320866
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): February 11, 2022
Amount: \$25,870,000.00 Twenty Five Million Eight Hundred Seventy Thousand Dollars and 00/100
Modifications to this Bond Form: [X] None [ ] See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Great Lakes Dredge & Dock Company, LLC (seal)
Contractor's Name and Corporate Seal
By: [Signature]
Signature

Liberty Mutual Insurance Company/ Federal Insurance Company (seal)
Surety's Name and Corporate Seal
By: [Signature]
Signature (attach power of attorney)

Lynn Nietfeld
Print Name
Sr. Vice President
Title

William T. Krumm
Print Name
Attorney-in-Fact
Title

Attest: [Signature]
Signature
Vice President, Armand Riehl
Title

Attest: [Signature]
Signature
Karen Socha Witness
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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EJCDC® C-610, Performance Bond

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and American Society of Civil Engineers. All rights reserved. 2 of 3

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10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

NONE



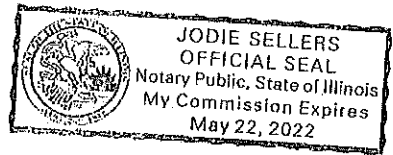
State of Illinois  
County of Cook

I, Jodie Sellers, Notary Public, do hereby certify that William T. Krumm Attorney-in-Fact, of the Liberty Mutual Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Liberty Mutual Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 11th day of February, 2022.



Notary Public Jodie Sellers  
My Commission expires: 05/22/2022



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint William T. Krumm of the city of Rolling Meadows, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Great Lakes Dredge & Dock Company, LLC  
 Obligee Name: DARE COUNTY  
 Surety Bond Number: 4042502071 K40320866 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of March, 2021.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of February, 2022.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

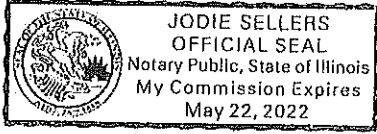
State of Illinois  
County of Cook

I, Jodie Sellers, Notary Public, do hereby certify that William T. Krumm Attorney-in-Fact, of the Federal Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Federal Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 11th day of February, 2022.

*Jodie Sellers*

Notary Public Jodie Sellers  
My Commission expires: 05/22/2022



**CHUBB®**  
**Power of Attorney**  
**Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company**  
**Westchester Fire Insurance Company | ACE American Insurance Company**

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **William T. Krumm**

Surety Bond Number: 404250207/  
 K40320866  
 Obligor: DARE COUNTY

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 3<sup>rd</sup> day of January, 2022.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
 County of Hunterdon

ss.

On this 3<sup>rd</sup> day of January, 2022, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
 NOTARY PUBLIC OF NEW JERSEY  
 No. 2316683  
 Commission Expires July 19, 2024

*Katherine J. Adelaar*  
 Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 11, 2022.



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
 Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



# CERTIFICATE OF MARINE / ENERGY INSURANCE

DATE (MM/DD/YYYY)  
02/10/2022

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

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

<b>PRODUCER</b> MARSH USA INC 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.certrequest@Marsh.com	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>PRODUCER CUSTOMER ID #:</b> _____		
CN101795340-31-31-21-22	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Great Lakes Dredge & Dock Corp. and Great Lakes Dredge & Dock Co LLC its Affiliates & Subsidiaries 9811 Kaly Freeway, Suite 1200 Houston, TX 77024	<b>INSURER A:</b> Lloyd's of London	
	<b>INSURER B:</b> The North England Protecting & Indemnity Association	
	<b>INSURER C:</b> Safe Harbor Pollution Insurance, LLC	
	<b>INSURER D:</b> Ascot Insurance Company	
	<b>INSURER E:</b> United States Fire Insurance Company	
	<b>INSURER F:</b> National Casualty Company	
	<b>NAIC #</b>	23762 21113 11991

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-010022584-01      **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	HULL AND MACHINERY		MARHW2150241	07/31/2021	07/31/2022	X	PER SCHEDULE ON FILE
	COLLISION LIABILITY						INSURED VALUE \$
	TOWERS LIABILITY						COLLISION (Ea occurrence) \$
							TOWERS (Ea occurrence) \$
B	PROTECTION AND INDEMNITY		MNY-1644-2020	02/20/2021	02/20/2022	X	PER CLUB RULES
	<input checked="" type="checkbox"/> CREW LIABILITY <input checked="" type="checkbox"/> JONES ACT						EA OCCURRENCE PER VESSEL, CSL \$
	<input checked="" type="checkbox"/> COLLISION LIABILITY						COLLISION (Ea occ), CSL \$
	<input checked="" type="checkbox"/> TOWERS LIABILITY						TOWERS (Ea occ), CSL \$
	<input checked="" type="checkbox"/> REMOVAL OF WRECK						REMOVAL OF WRECK (Ea occurrence) \$
	<input checked="" type="checkbox"/> IN REM						\$
							\$
C	POLLUTION LIABILITY		V-12995-21	07/31/2021	07/31/2022		EA OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OPA 90						\$
	<input checked="" type="checkbox"/> CERCLA						\$
	<input type="checkbox"/> NON-OPA / NON-CERCLA						\$
H	MARITIME EMPLOYERS LIABILITY		4500	10/01/2021	10/01/2022		ANY ONE PERSON \$
	<input type="checkbox"/> ALTERNATE EMPLOYER						ANY ONE ACCIDENT \$ 1,000,000
	INCLUDES <input type="checkbox"/> CREW <input type="checkbox"/> EMPS						\$
	<input checked="" type="checkbox"/> JONES ACT	N/A					\$
	<input type="checkbox"/> DEATH ON THE HIGH SEAS						\$
	<input type="checkbox"/> IN REM ENDORSEMENT						\$
							\$
G	Professional Liability		EOC 1071296-04	10/01/2021	10/01/2022	Limit	\$ 15,000,000
	K & Contractors Pollution		CPX1001221	10/01/2021	10/01/2022		\$
							\$

<b>CERTIFICATE HOLDER</b>  Dare County 954 Marshall Collins Drive Mantwo, NC 27954	<b>CANCELLATION</b>  SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <div style="text-align: right;"><i>Marsh USA Inc.</i></div>

COVERAGES

INBR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		NSD	WVD						
D	COMMERCIAL GENERAL LIABILITY			MAPL2010001634-02 (47%)	07/31/2021	07/31/2022	EACH OCCURRENCE	\$ 5,000,000	
I	<input checked="" type="checkbox"/> MARINE GENERAL LIABILITY			ML 9780260 (20%)	07/31/2021	07/31/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
J	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			DWMZ16020BAA (33%)	07/31/2021	07/31/2022	MED EXP (Any one person)	\$ 5,000	
	<input checked="" type="checkbox"/> Wharfingers						PERSONAL & ADV INJURY	\$ 5,000,000	
	<input checked="" type="checkbox"/> Shiprepairers						GENERAL AGGREGATE	\$ 5,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP / OP AGG	\$ 5,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$	
	OTHER:							\$	
E	AUTOMOBILE LIABILITY			133-750945-8	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
F	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC SIG35016403	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
	<input type="checkbox"/> ALTERNATE EMPLOYER		N/A				E.L. (Each accident)	\$ 1,000,000	
	<input type="checkbox"/> USL&H ENDORSEMENT						E.L. DISEASE (Ea employee)	\$ 1,000,000	
	<input type="checkbox"/> MARITIME EMPLOYERS LIABILITY						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
	<input type="checkbox"/> OCSL ACT							\$	
H	U.S. LONGSHORE & HARBOR WORKERS COMPENSATION ACT			4500	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
	<input checked="" type="checkbox"/> ALTERNATE EMPLOYER		N/A				E.L. (Each accident)	\$	
	<input checked="" type="checkbox"/> MARITIME EMPLOYERS LIABILITY						E.L. DISEASE (Ea employee)	\$	
	<input checked="" type="checkbox"/> OCSL ACT						E.L. DISEASE - ANN AGG	\$	
								\$	
	AIRCRAFT LIABILITY						EACH OCCURRENCE	\$	
	<input type="checkbox"/> OWNED AIRCRAFT						AGGREGATE	\$	
	<input type="checkbox"/> NON-OWNED AIRCRAFT							\$	
	<input type="checkbox"/> PASSENGER LIABILITY							\$	
								\$	
	UMBRELLA / EXCESS LIAB / BUMBERSHOOT						EACH OCCURRENCE	\$	
	<input type="checkbox"/> UMBRELLA <input type="checkbox"/> BUMBERSHOOT						AGGREGATE	\$	
	<input type="checkbox"/> EXCESS							\$	
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR							\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$	
	ENERGY CONTROL OF WELL / OPERATORS EXTRA EXPENSE						CSL, ANY ONE OCCURRENCE (100% interest)	\$	
	<input type="checkbox"/> CARE, CUSTODY AND CONTROL (CCC)						ANY ONE OCCURRENCE (100% interest)	\$	
	OFFSHORE OIL AND GAS PROPERTY							\$	
	<input type="checkbox"/> PLATFORMS						VALUES AS SCHEDULED	\$	
	<input type="checkbox"/> PIPELINES						VALUES AS SCHEDULED	\$	
								\$	
	ONSHORE OIL AND GAS PROPERTY							\$	
	<input type="checkbox"/> OIL & GAS PROPERTY						VALUES AS SCHEDULED	\$	
	<input type="checkbox"/> CONTRACTORS EQUIPMENT						VALUES AS SCHEDULED	\$	
								\$	
	NAMED WINDSTORM							\$	
	<input type="checkbox"/> CCC <input type="checkbox"/> OFF-SHORE <input type="checkbox"/> ON-SHORE						AGGREGATE	\$	
VESSEL(S):		AS PER ATTACHED SCHEDULE		AS DETAILED IN THE DESCRIPTION OF OPERATIONS					
DESCRIPTION OF OPERATIONS / LOCATIONS (ACORD 101, Additional Remarks Schedule, may be attached, if more space is required) RE: AVON VILLAGE BEACH NOURISHMENT AND BUXTON BEACH RENOURISHMENT TO PROTECT NC HIGHWAY 12 DARE COUNTY, NORTH CAROLINA ENGINEER'S PROJECT NO.: 2525/2403M.									



**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA INC		NAMED INSURED Great Lakes Dredge & Dock Corp. and Great Lakes Dredge & Dock Co LLC its Affiliates & Subsidiaries 9811 Katy Freeway, Suite 1200 Houston, TX 77024	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 31 FORM TITLE: Certificate of Marine / Energy Insurance**

INSURERS AFFORDING COVERAGE/NAIC #

- INSURER G: Steadfast Insurance Company (26387)
- INSURER H: Signal Mutual Indemnity Association Ltd (3190735)
- INSURER I: The Continental Insurance Company (35289)
- INSURER J: Canopus US Insurance Inc. ()
- INSURER K: AmBridge ()

Dare County is included as Additional Insured where required by contract, pursuant to and subject to the policy's terms, definitions, conditions, and exclusions, with respect to the following coverage(s):  
- Marine/General Liability



*Dare County Beach Nourishment - Avon/Buxton Sand Fencing*

**Description**

On December 22nd, 2021 Dare County received 5 bids to place 12,500 linear feet of sand fencing and 132,500 grass sprigs on the beaches of Avon and Buxton in the nourishment areas. The apparent low bidder was Coastal Transplants with a price of \$74,119. These funds have been budgeted for. To move forward, the Owner/Contractor Agreement needs to be approved and signed.

**Board Action Requested**

Approve the Owner/Contractor Agreement for Sand Fencing and Beach Planting and authorize the County Manager to sign the Owner/Contractor Agreement.

**Item Presenter**

Dustin Peele - Project and Procurement Manager



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by



Issued and Published Jointly by



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NOTE: PROVISIONS OF THIS FORM C-520 HAVE BEEN ALTERED AND THUS DIFFER FROM THE STANDARD FORM C-520 (Rev 1) EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page i

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**AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Dare County, North Carolina (“Owner”) and Coastal Transplants (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
- (1) Installation of a maximum of 710 units of 10-foot section sand fencing along 9,200 linear feet of oceanfront in front of the Village of Avon south of the Avon Pier.
  - (2) Installation of a maximum of 225 units of 10-foot section sand fencing along 3,300 linear feet of oceanfront in front of the Village of Buxton.
  - (3) Installation of a maximum of 88,000 plants (24 inches apart) along 9,200 linear feet of oceanfront on the newly nourished dune crest and dune face in front of the Village of Avon south of the Avon Pier.
  - (4) Installation of a maximum of 44,500 plants (24 inches apart) along 3,300 linear feet of oceanfront on the newly nourished dune crest and dune face in front of the Village of Buxton.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is generally described as follows: Sand Fencing and Vegetation along the Villages of Avon and Buxton, Dare County, North Carolina.

**ARTICLE 3 – ENGINEER/ARCHITECT**

- 3.01 The Project that pertains to the Work has been designed by Coastal Science & Engineering, PO Box 8056, Columbia SC 29202-8056.
- 3.02 The Owner has retained Coastal Science & Engineering, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be commenced on or after 16 November 2022, and completed and ready for final payment on or before 15 February 2023.

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4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred** dollars (**\$200.00**) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for completion and readiness for final payment.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts, subject to adjustment under the Contract, equal to the sum of the amount determined pursuant to Paragraphs 5.01 A, B, and C below:

- A. For all Work, as authorized by Dare County, a lump sum of: **\$74,119 (Seventy Four Thousand One Hundred Nineteen Dollars and Zero Cents)**. All specific cash allowances are included in the above price.
- B. This is a lump-sum contract. Unit Prices will be used to compute progress payments and for modification of quantities in accordance with the Contract Documents.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment, and it will be processed by Engineer and approved by Owner.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

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- b. 35 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

**ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate of 3 percent per annum.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar and will comply with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

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## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  1. This Agreement (pages 1 to 6, inclusive).
  2. Performance bond (pages 1 to 3, inclusive).
  3. Payment bond (pages 1 to 3, inclusive).
  4. Other bonds.
    - a. Bid Bond (pages 1 to 2, inclusive).
  5. Drawings (not attached but incorporated by reference) consisting of 9 sheets with each sheet bearing the following general title: Sand Fencing and Vegetation along the Villages of Avon and Buxton, Dare County, NC.
  6. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 6, inclusive).
    - b. Notice of Intention to Award (pages 1 to 1, inclusive).
    - c. Non-Collusion Affidavit (pages 1 to 1, inclusive)
    - d. Byrd Anti-Lobbying Certification (pages 1 to 1, inclusive)
    - e. FEMA Contract Provisions (Exhibit A, inclusive)
  7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Dare County Provisions*

- A. *E-Verify*. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a Subcontractor, Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Pursuant to North Carolina General Statute § 143-133-3.(c)(2), contracts solely for the purchase of goods, apparatus, supplies, materials, or equipment are exempt from this provision.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

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

Sally DeToome 2/17/2022  
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

\_\_\_\_\_  
County Attorney

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*Resolutions Approving Financing Terms:  
\$2,980,682 for thirty-six months at 1.45% for vehicles and equipment  
\$1,345,236 for fifty-nine months at 1.83% for Public Works heavy equipment*

**Description**

On February 21, 2022, Finance received proposals for financing in the amount of \$2,980,682 for the acquisition of County vehicles and equipment as approved in the fiscal year 2021-2022 operating budget and for financing in the amount of \$1,345,236 for the acquisition of Public Works heavy equipment as approved in the fiscal year 2021-2022 capital improvements plan. Proposals were received from five financial institutions. The lowest total cost proposal for each financing was submitted by Truist Bank. A proposal summary is attached.

**Board Action Requested**

Adopt the attached resolutions to award the financings to Truist Bank and authorize the County Manager and Finance staff to execute all necessary financing documents.

**Item Presenter**

David Clawson

**Resolution Approving Financing Terms**

**WHEREAS**, The County of Dare (“Borrower”) has previously determined to undertake a project for the financing of vehicles/equipment (the “Project”), and the Finance Director has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal dated February 18, 2022. The amount financed shall not exceed \$2,980,682, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.45%, and the financing term shall not exceed 36 months from closing.

2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to the Finance Director’s satisfaction. The Finance Director is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Director shall approve, with the Finance Director’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the Document’s final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations.

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower’s official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower’s general fund or any other Borrower fund related to the Project, for costs of the Project may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 7<sup>th</sup> day of March, 2022

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SEAL

**Resolution Approving Financing Terms**

*WHEREAS*, The County of Dare (“Borrower”) has previously determined to undertake a project for the financing of Public Works heavy equipment (the “Project”), and the Finance Director has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal dated February 18, 2022. The amount financed shall not exceed \$1,345,236, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.83%, and the financing term shall not exceed 59 months from closing.

2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to the Finance Director’s satisfaction. The Finance Director is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Director shall approve, with the Finance Director’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the Document’s final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations.

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower’s official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower’s general fund or any other Borrower fund related to the Project, for costs of the Project may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 7<sup>th</sup> day of March, 2022

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SEAL

County of Dare- RFP-2022 Proposal Summary

Project: 2022 Equipment \$2,980,682

Bank	Rate	Payment Amount	Total Cost of Loan	Final Maturity	Fees	Prepayment	Notes:
BankFunding, LLC	1.9300%	\$ 256,249.04	\$ 3,074,988.48	3/28/2025	\$ -	on any payment due date after first anniversary @ 101%	
Bank of America	1.4667%	\$ 254,349.99	\$ 3,052,199.88	3/28/2025	\$ -	@ par on any payment date with 30 days notice after half term	
Signature Bank	1.7920%	\$ 255,682.56	\$ 3,068,190.73	3/28/2025	\$ -	on any payment date @ 101%	
Truist Bank	1.4500%	\$ 254,281.68	\$ 3,051,380.16	3/28/2025	\$ -	Prepayable in whole anytime @ 100	
Webster Bank	1.8500%			4/1/2025	\$ -	on any payment date with 30 days notice; Yr1-2 no call; thereafter 100%	<i>Amortization schedule incorrect; applied 1.8500% rate to \$1,345,236. First payment 7/1, not 6/28.</i>

Project: 2022 Public Works Heavy Equipment \$1,345,236

Bank	Rate	Payment Amount	Total Cost of Loan	Final Maturity	Fees	Prepayment	Notes:
BankFunding, LLC	2.3300%	\$ 142,467.85	\$ 1,424,678.50	12/28/2026	\$ -	on any payment due date after first anniversary @ 101%	
Bank of America	1.7148%	\$ 128,064.49	\$ 1,408,709.39	2/28/2027	\$ -	@ par on any payment date (with 30 days notice) after half term	<i>11 payments; all others 10 payments</i>
Signature Bank	2.0710%	\$ 141,574.20	\$ 1,415,741.99	12/28/2026	\$ -	on any payment date @ 101%	
Truist Bank	1.8300%	\$ 140,759.25	\$ 1,407,592.50	12/28/2026	\$ -	Prepayable in whole anytime @ 100	
Webster Bank	2.0000%			4/1/2027	\$ -	on any payment date (with 30 days notice); Yr1-2 no call; Yr3 @ 101%, thereafter 100%	<i>Amortization schedule incorrect; applied 2.0000% rate to \$2,980,682. First payment 7/1, not 6/28, with quarterly payments, not semi-annual.</i>



*2022 Classification and Compensation Study*

**Description**

To review and discuss the proposals received regarding the Dare County Classification and Compensation Study Proposals are posted on the Commissioner webpage.

**Board Action Requested**

To approve one of the seven received Classification and Compensation Study proposals.

**Item Presenter**

Elizabeth Reilly, HR Director  
Robert Outten, County Manager/Attorney



*Consent Agenda*

**Description**

1. Approval of Minutes (02/22/22)
2. Ground Lease, Sublease and Memorandum of Lease between Dare and the NC Depart. of Administration
3. NCDOT Right of Way Three-Party Encroachment for KOA, Rodanthe
4. Budget Amendment - Emergency Pumps
5. Budget Amendment - Homeland Security Grant CCTV Trailer

**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, February 17, 2022 and February 22, 2022, 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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## **SPECIAL MEETING MINUTES AFFORDABLE HOUSING DARE COUNTY BOARD OF COMMISSIONERS MEETING**

**2:00 p.m., February 17, 2022**

Commissioners present: Chairman Robert Woodard, Sr., Vice-Chairman Wally Overman, Commissioners Rob Ross, Steve House (via phone connection), Jim Tobin and Danny Couch

Commissioners absent: Ervin Bateman

Others present: County Manager/Attorney, Robert Outten,  
Deputy County Manager/Finance Director, David Clawson  
Master Public Information Officer, Dorothy Hester  
Cheryl C. Anby, Clerk to the Board

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

At 2:09 p.m. Chairman Woodard called to order the special meeting with appropriate prior public notice having been given. He invited Commissioner Couch to share a prayer and then he led the Pledge of Allegiance to the flag.

### Opening Remarks - Chairman Woodard

- A plane crash, which occurred on February 13, had taken the lives of four teenagers who attended East Carteret High School along with four adults, as they returned from a hunting trip in Hyde County. The Board wore blue and camo ribbons to honor the victims.

Mr. Outten summarized the County had received the RFQ's for a private partner for housing. The Capital Improvements Planning Committee had met once to review the proposals and again for in-person presentations. The committee felt they had two good applicants but wanted the full Board to help decide how to move forward. There were multiple choices to be made: (1) approve or select a company today, (2) discuss and make a decision at the next regular board meeting or (3) have the companies come and present again to the full Board.

Chairman Woodard clarified that Commissioner House was attending the meeting virtually and Commissioner House confirmed his attendance. Commissioner Bateman was not in attendance.

Mr. Outten informed the Board could submit any additional questions to both applicants with answers to be provided at the February 22, 2022 meeting.



Chairman Woodard asked Commissioner Ross to summarize the last CIPC meeting with the in-person presentations made by Coastal Affordable Housing, LLC and Woda Cooper Companies.

Commissioner Ross stated with the County's overwhelming need for essential housing at every level they had worked with DFI out of UNC School of Government to better understand the myriad of rules governing housing projects. The consultant had indicated a qualified private partner would be required for some programs. Coastal Affordable Housing was a recently formed LLC, whose team included personnel qualified in construction, law, finance and other principles. They had provided a good presentation and explained their credentials and laid out sites for possible projects. The other group was Woda Cooper Companies, whose organization had over 25-30 years of essential housing experience. He outlined how LIHTC could be used to leverage funds for more units per project. Both companies had presented financial modeling. The private partner chosen would provide a long-term presence at the project sites, supervision, maintenance and compliance with all of the governmental reporting regulations. There were three separate levels of regulations that could be "dovetailed" into a proposal: (1) Constitutional requirements on how public funds could be used (2) Legislative language that was recently included in the state budget passage and (3) LIHTC restrictions tied with the federal government. This was a large scope project which would develop with a series of projects all depending upon the physical nature of each site. Commissioner Ross concluded both groups were good and their presentations and background should be considered by the full Board with an opportunity to provide feedback and pose additional questions.

Commissioner Tobin stated he was comfortable with the overview. He had attended the presentations on February 11.

Commissioner Ross stated the challenge with essential housing was there were restrictions regarding the number of units based on the use of public funds which had to be rented at a fixed rental amount. The costs of land and materials were higher than the country had experienced in forty years.

Commissioner Couch said a high bar and burden of proof had been set for these two qualified entities and he was very impressed.

Commissioner House stated the information was detailed and the County was presented with two excellent companies. He acknowledged there was an urgency to move quickly and was concerned over how long some of Woda Cooper's projects were taking to complete. One Rocky Mount project, awarded in 2020, was just extended to March, 2022. He was also concerned with their lawsuit against Warner Robins, Georgia over a project. Commissioner House stated Coastal, made up of several different entities, seemingly had no delay in projects. All were completed on time and many done under budget.

Commissioner House also announced Gail Halvorsen, best known as the "Berlin Candy Bomber" had passed away today at the age of 101.

Vice-Chairman Overman thanked both companies for the excellent presentations that were made.

Mr. Outten advised the Board could make a decision at this meeting; however, if they needed more time, the issue was already on the agenda for the February 22, 2022 regular board meeting. Commissioner Ross stated he had a few more questions and wanted to wait until February 22. Chairman Woodard also wanted answers; however, he stated some of his questions were related to Coastal's confidential packet information and could not be discussed in open session.

Mr. Outten said that the concerns over whether LIHTC was used or the mix of 60/80 or price of market value units would be discussed in detail with the chosen partner. Woda had presented the use of LIHTC in their presentation. Coastal, although they would rather not use the program, citing complexities, had assured the committee they would do what the county wanted.

The Board acknowledged that both companies were represented at the special meeting and it was the consensus to ask their responses to questions today. Both Coastal and Woda representatives agreed to address the Board.

Commissioner House asked Woda Cooper for an explanation of the Rocky Mount project delay. Denis Blackburne, Sr. Vice President, summarized they had responded to the public private partnership request managed by Sarah Odio of DFI and were awarded the project. They applied for and received approval for the project tax credits. The delay was due to two issues. The funding was from Encore, the North Carolina Office of Recovery and Resiliency. The delay was with the intergovernmental loan approvals. The second factor in the delay was because the site had environmental issues, as it had been the location of a former dry cleaning business. The remediation process was lengthy. The permits were now ready for pick up with construction to begin next month.

David Cooper, a principal of Woda, stated they currently had thirty on-going projects. They were staffed with 700 people to handle multiple projects. Their organization was well staffed and experienced to complete the Dare County 450 unit project to be spread out over several sites quickly. As to the Warner Robins lawsuit, he stated they were invited to help develop the downtown area. They had worked with their redevelopment authority and had reached the point of picking up building permits. The mayor was not in favor of the project and had instructed city staff not to provide permits. After an election and change in the makeup of their city council, they revoked "permission to move forward". After a subsequent election, where the mayor was voted out of office, Woda Cooper was scheduled to meet with the new mayor on March 1. They felt confident they would resolve the issues and move forward. The situation was what he referred to as "political infighting". The lawsuit was to recover their investment or to move forward with the project. Mr. Cooper stated with their thirty-two years of experience, it was their preference is work closely with the city to get the project completed.

Commissioner Tobin asked how many total units Woda Cooper expected to develop based upon the \$800-600,000 price per acre scenario. Mr. Cooper stated they would like to build 450 units after a conversation in terms of what Dare would like built. State funds would come with restrictions and their company was used to the restrictions while building in certain income bands. The tax credits would help them stretch the dollars. Mr. Cooper stated in the tax credit world 55% of credits were purchased by the largest twelve banks in the country. He

stated Woda had a strong relationship with the banks and could typically receive a premium price for the credits. Woda envisioned a development agreement with Dare that would set out the income bands, funding to be pursued and, as a result, the number of units to be constructed. Mr. Cooper stated they were the most successful 9% LIHTC developer in North Carolina and they had done a number of the 4% deals. The Board continued with a discussion regarding the LIHTC funding process, land costs and density.

Commission Ross asked Coastal Affordable Housing why they had pulled LIHTC off the table. Robbie Ferris stated they had modeled this multiple ways with Piper Sandler and Mills Construction. Using the 9% LIHTC model they got to the 450 unit range; however, the highly competitive process did not usually provide for large 9% deals. Mr. Outten offered while working with DFI there had been only three eligible sites identified. Additional research had discounted two and it was unclear if the remaining site was fully eligible. The 4% program did not have to score the same way and would help Dare leverage more units. Aaron Thomas presented that in their initial proposal they had looked at all of the different funding sources plus additional financial sources. He stated the RFQ and the previous Board meetings presented the importance of solving this problem quickly. He noted we were in an inflationary environment. They stated they could look at 9%, 4%, conventional financing and some other government programs. Although 4% was historically non-competitive, the guidance had not been issued from treasury which would explain how the money could be incorporated. If 4% LIHTC was used, Fred Mills would be part of that deal due to his experience.

Commissioner Ross asked if Mr. Mills would be a principal and Mr. Thomas said he would be on the Housing Finance part of the project. They had also presented one conventional and an alternative source which would allow for quicker progress. They would model every option on the table, to include 4% LIHTC. Mr. Thomas stated there was no one in the boardroom that had done more with North Carolina county governments than Mr. Ferris and himself. If there was a LIHTC project, Mr. Mills would be the principal for the "single purpose entity set up for the project". Marion Warren, counsel for Coastal, clarified they would set up an entity for the project and Coastal would be the County's partner. Coastal would partner with the Mills organization. Mills would have at least 15% as a principal to the single purpose entity to develop the 4% housing project and that would satisfy the regulations. Vice-Chairman Overton presented the scenario of six projects with one LIHTC project using Mr. Mills as principal. He asked if another project, using one of Coastal's alternative funding sources, would only use Mr. Mills as an advisor. Marion Warren stated Mills would be consultant and contractually obligated to each project. There would be special purpose entities set up for each project. Mr. Outten asked and Coastal affirmed that Coastal Affordable Housing, LLC would be the private partner with the County and not the special entities. There could be a master agreement with Coastal and addendums (or sub-agreements) with the other special purpose entities with specifics for a particular project. Judge Warren stated Coastal would be the partner to take Dare County's ideas from dirt to homes.

Mr. Outten reminded the Board that the cost of land and construction costs, noted to be high, were not integral to the decision at this time. Those factors would be considered once a contract was signed.

Chairman Woodard asked Mr. Thomas if Coastal had been the subject of a lawsuit and Mr. Thomas responded all contractors had probably been.

Commissioner House asked Coastal how many private partnerships they had entered into and Mr. Ferris responded in excess of twenty in North Carolina. Mr. Outten affirmed for the Board that both applicants had met the criteria set by statute and eligibility requirements.

It was the consensus of the Board to wait until Tuesday, February 22, 2022, at the regular scheduled meeting, to discuss the issue further.

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

**MOTION**

Vice Chairman Overman motioned to adjourn the meeting.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

At 3:47 p.m., the Board of Commissioners adjourned until 5:00 p.m., February 22, 2022.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Cheryl C. Anby, Clerk to the Board

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

Note: Copies of supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk to the Board.



# 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., February 22, 2022**

Commissioners present: Chairman Robert Woodard, Sr., Vice Chairman Wally Overman  
Rob Ross, Danny Couch, Jim Tobin, Ervin Bateman, and Steve  
House (via phone connection)

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten  
Deputy County Manager/Finance Director, David Clawson  
Master Public Information Officer, Dorothy Hester  
Clerk to the Board, Cheryl C. Anby

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

At 5:02 p.m. Chairman Woodard called to order the regularly scheduled meeting with the appropriate prior public notice having been given. He invited Commissioner Couch and Rev. Jody Moore to share prayers and then he led the Pledge of Allegiance to the flag.

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

Following is a brief outline of the items mentioned by Chairman Woodard during his opening remarks, which may be viewed in their entirety in a video on the Dare County website:

- Col. Gail Halvorsen, best known as the “Candy Bomber”, had passed away on February 16, at 101 years of age. Karin Edmond, who had organized the reenactment of the event with him in Manteo since 1999, said she hoped to continue the yearly celebration.
- Remembered the untimely loss of the teenagers and adults whose plane crashed while returning home from a hunting trip in Hyde County. He named the victims: Ernest Rawls, Jeffrey Rawls, Stephanie Fulcher, Jonathan McInnis, Douglas H. Parks, Noah Lee Styron, Michael Daily Shepard and Jacob Nolan Taylor.

He asked for a moment of silence to remember Halvorson and the plane victims.

#### **ITEM 2 – PUBLIC COMMENTS**

At 5:11 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:

1. John Espinosa, of Kill Devil Hills, a soccer coach for twenty years, stated the teams had no place to train or compete with the closure of the county's fields. Manteo middle school would allow the use their field to train but it was not enough. He was critical of past field closures and field repair. Mr. Outten responded to his concerns and updated him on the status of the fields and the current repair process.
2. Reese Stecher advised tomorrow in New Bern, NC the Marine Fisheries Commissioner would be meeting regarding the striped bass management plan. It would be an opportunity to fix quota allocation inequities. The quota was cut effective January 1, 2021 by 83.376%. Fifty percent of the quota for recreation was split with the Albemarle Sound and Roanoke Rapids region. He requested the Board adopt a resolution to ask MFC for a quota allocation based on water area.
3. Rick Shastan, of Rodanthe, discussed affordable housing and suggested trailers for low-income housing as a solution. He questioned what would the new bridge be named and stated Hatteras Islanders did not want it politicized. He questioned the effectiveness of the traffic circle with a merge lane at the end of the bridge. He stated the mile marker signs were inaccurate and should be corrected.
4. John Robbins, of Manteo, recommended artificial turf for the county soccer fields. He commented on the affordable housing issue. He had a few long-term rentals for workers and suggested a tax break as an incentive for homeowners. He cited reasons for favoring Woda, with thirty years of experience, over Coastal, which was newly formed, to construct and manage the county's housing projects.

There were no comments from Buxton and the County Manager closed Public Comments at 5:50 p.m.

### **ITEM 3 – BRIGHTSPRING HEALTH SERVICES UPDATE**

Michael Calderon, VP of Operations, and Senior Director of Marketing Development for Advanced Home Health, Mickey Antley, appeared to provide an update on home health services. They oversaw thirteen facilities in South and North Carolina. Commissioner Ross and Chairman Woodard expressed the huge importance to discuss the hospice operations in Dare. Mr. Outten explained BrightSpring had not addressed the Board in December and it was assumed this presentation was a hospice update. Chairman Woodard reiterated the importance of a report on hospice services and asked Messrs. Calderon and Antley to proceed with their home health update. Mr. Calderon advised they had had success growing their staff from four to eleven home health staff members to include a coordinator. The current contracted payer participants were MedCost, Cigna Evicore, Cigna Medicare, Aetna, Aetna Medicare and Cigna HealthSpring. They had not yet secured Blue Cross and Blue Shield explaining the process was underway. Mr. Calderon also stated they were working on relocating their offices, but they had not yet found a viable office site. Commissioner Bateman restated the Board's request and expectation for a hospice update from a senior representative of BrightSpring to answer questions soon.

**ITEM 4 - AMENDMENT TO CAPITAL PROJECT ORDINANCE FOR TOWN'S BEACH NOURISHMENT PROJECT (Att. #1)**

Mr. Clawson explained the amendment to the Capital Project Ordinance was due to amendments to the Coastal Protection Engineering proposal for "tasks" required for the Town's Beach Nourishment upcoming projects. There was a small decrease in the beach maintenance plan and a \$60,193 decrease for the removal of the benthic monitoring in the Kill Devil Hills permit. The turtle monitoring had increased to an additional \$44,620.

**MOTION**

Vice-Chairman Overman motioned to adopt the Capital Project Ordinance amendment. Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 5 – DARE COUNTY BEACH NOURISHMENT – TOWNS PROJECT**

Dustin Peele, Project and Procurement Manager, presented the Board with the proposal between Dare County and Coastal Protection Engineering (CPE) for construction administration and engineering services as required by the regulatory permits. The proposal covered six tasks which were explained in Exhibit A of the proposal. Mr. Clawson explained Task 3 would be billed as a "not to exceed" amount of \$446,886.75. The remaining tasks would be billed as a lump sum totaling \$206,442.

**MOTION**

Commissioner House motioned to approve the Coastal Protection Engineering proposal and authorize the County Manager to sign the agreement.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**ITEM 6 – BUDGET AMENDMENT FOR EMS MEDICAID COST SETTLEMENT REVENUE**

Medicaid Managed Care had changed how the county would receive EMS Medicaid Cost Settlement revenue. It was now required to be treated separately. Medicaid allowed a certain rate for billing. The County was allowed to show the rate versus our actual costs and receive a settlement amount. The net amount did not change. The manner of processing the fees changed which necessitated the budget amendments presented.

**MOTION**

Vice-Chairman Overman motioned to adopt two budget amendments and authorize the County Manager to execute future budget amendments to both revenue and expense line items in equal amounts to net to zero.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

**ITEM 7 – AUDIT CONTRACT FOR FY 2022**

The audit contract for Potter & Company for fiscal year 2022 was presented. It was the fourth year of their agreement. The new contract in the amount of \$70,000 represented a 1.82% increase from last year's renewal. The agreement allowed a yearly increase of two percent.

**MOTION**

Commissioner Bateman motioned to approve the contract and authorize Chairman Woodard and Commissioner Ross to execute the contract.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

**ITEM 8 – USE OF AMERICAN RESCUE PLAN GRANT (Att. #2)**

Mr. Clawson introduced that the county had been awarded \$7,188,564 from the American Rescue Plan State and Local Fiscal Recovery Funds. Half had been received on May 20, 2021. He explained the “Final Rule” had been released which contained a significant change. It permits an automatic revenue loss allowance of \$10 million. If chosen, it would provide more flexibility in how the funds are to be used; however, the choice is irrevocable. It was recommended that the County follow the UNC School of Government recommendation (as per item summary), claim the \$10 million revenue loss, use for the expenditures clearly allowable under the Final Rule and those incurred in compliance with federal Uniform Guidance. Mr. Outten provided the scenario of cutting \$7 million from EMS, Sheriff, etc. and replace it with the ARP funds. The cut funds could be designated for use for affordable housing. It was recommended to use the ARP funds for public safety salaries and fringes as listed on the Grant Project Ordinance.

**MOTION**

Commissioner House motioned to adopt the Grant Project Ordinance.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 9 – DISCUSSION AND SELECTION OF AFFORDABLE HOUSING PRIVATE PARTNER (Att. #3)**

Mr. Outten overviewed that the CIPC had reviewed three written responses to the RFQ for a private public partner for affordable housing projects. They had met again to receive in-person presentations from two of those companies, Coastal Affordable Housing, LLC and Woda Cooper Companies. On February 17, 2022 the Board discussed the issue once more and received additional responses to their questions from both companies. Chairman Woodard asked the Board if they had any further questions for the two companies, who were both present. Vice-Chairman Overman thanked both companies for their professional presentations. Commissioner Ross stated he had probed the qualifications of both companies and felt they were both solid.

**MOTION**

Commissioner Ross motioned that the Board select Coastal Affordable Housing as the private partner for Dare County to construct affordable housing units, subject to negotiation of an agreement that is satisfactory to the Board pursuant to the provisions of Session Law 2021, Senate Bill 105, Section 24.3. Further that the Board direct the Board Chairman and County Manager to meet with representatives of Woda Cooper to discuss their interest in developing the Bowsertown site for affordable housing. This motion incorporates the strengths of both organizations.

Commissioner Tobin seconded the motion and added it was a good equitable solution

VOTE: Ayes unanimous

Both Vice-Chairman Overman and Commissioner Bateman stated they were very satisfied with the motion. Commissioner Couch was concerned about the use of LIHTC funds and Mr. Outten stated they would schedule some time quickly to discuss action with both organizations. Commissioner House added he thought it was a good equitable solution.

**ITEM 10 – CONSENT AGENDA**

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



## **MOTION**

Commissioner Tobin motioned to approve the Consent Agenda:

- 1) Approval of Minutes (02.07.22) **(Att. #4)**
- 2) Tax Collector's Report
- 3) Advertise 2021 Tax Year Liens
- 4) Transportation Program-Additional Grant Award/Change Order from NCDOT

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

## **ITEM 11 - BOARD APPOINTMENTS**

### 1) Commission for Working Watermen

Commissioner House motioned to reappoint Alana Harrison.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

## **ITEM 12 – COMMISSIONERS' BUSINESS & MANAGER'S/ATTORNEY'S BUSINESS**

The following is a summary of the Commissioners' closing remarks:

### Commissioner House

- He would try to act on the striped bass issue and stated if the matter had been brought to the Board in 2020, it would be easier to take effective action.
- The Southern Flounder Fishery Management Plan Amendment 3 had been approved by DEQ secretary and was ready for finalization. The final vote on the Shrimp Amendment 2 was also ready and would now ensure open shrimping waters around Roanoke Island.
- For a "day in history" he reported the first no fly zone was established in 1935. It prohibited flights over the White House because President Franklin D. Roosevelt was being wakened by air traffic.
- He thanked Coastal Affordable Housing and Woda Cooper for excellent presentations.

### Commissioner Overman

- Commented the fishing season for stripers or "rockfish" during the spawn made no sense for a species considered to be endangered, especially in a confined spawning area like the upper Roanoke River. It was likened to shooting "fish in a barrel".

Commissioner Bateman had no further business or comment.

### Commissioner Couch

- Excited with the prospect of affordable housing and mindful there "was a long way to go".
- Reported over 600 people had signed up to run across the Jug Handle Bridge. The exposure would be statewide.
- Thanked Chairman Woodard for once more mentioning the tragic loss of the teenagers and adults in the Carteret County plane accident.

### Commissioner Tobin

- Provided an update on the dredge "Miss Katie" stating she was being painted or "putting on her makeup" for the next couple of weeks. All the mechanical parts were now in the U.S. except for the long GFI circuit breakers, which would be available mid-April.

- Thanked Chairman Woodard for recognizing the loss of the victims in the Carteret plane crash. East West was doing a fund raiser to help support the families.

Commissioner Ross

- Remembered the unexpected passing of Patrick N. Kelly at age forty-five.
- He was looking forward to a BrightSpring update in March.
- March was Meals on Wheels month and he encouraged volunteers to help distribute nutritious meals to older adults throughout the community.
- He would be in the meeting tomorrow with Manteo to discuss the affordable housing potential at the Bowsertown site.
- He and Commissioner Bateman had participated in the Polar Plunge today to raise awareness and funds for the Dare County Special Olympics.

Commissioner House remembered Dorris “Dotty” Fry, who had recently passed and was a former Register of Deeds in Dare County.

**MANAGER’S/ATTORNEY’S BUSINESS**

County Manager Outten, Dave Clawson and Dorothy Hester had no further business.

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

**MOTION**

Commissioner House motioned to adjourn the meeting.

Commissioners Ross and Bateman seconded the motion.

VOTE: AYES unanimous

At 6:55 p.m., the Board of Commissioners adjourned until 9:00 a.m., March 7, 2022.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Cheryl C. Anby, Clerk to the Board

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

Note: Copies of attachments (Att.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board at this meeting are on file in the office of the Clerk to the Board.



*Ground Lease, Sublease Agreements, and Memorandum of Lease Agreements between Dare County and the North Carolina Department of Administration*

**Description**

The North Carolina Department of Administration wishes to enter into a lease and sublease agreement with Dare County. The lease space is located on the Communications Tower located at 14446 US 64, Manns Harbor, NC, 27953. The term of the lease and sublease will be for ten (10) years for the sum of one dollar (\$1.00) for the full term. The term of the lease will commence on March 1, 2022 and terminate on February 28, 2032.

**Board Action Requested**

Approve the Ground Lease Agreement, Sublease Agreement, and Memorandum of Lease. Authorize the County Manager to sign the Ground Lease Agreement, Sublease Agreement, and Memorandum of Lease.

**Item Presenter**

Dustin Peele - Project and Procurement Manager

*THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION*

**STATE OF NORTH CAROLINA  
COUNTY OF DARE**

**GROUND LEASE AGREEMENT**

THIS GROUND LEASE AGREEMENT (“Lease”), made and entered into as of the last date set forth in the notary acknowledgements below by and between **COUNTY OF DARE**, a political subdivision of the State of North Carolina, hereinafter referred to as “Lessor”; and the **STATE OF NORTH CAROLINA**, a body politic and corporate, hereinafter referred to as “Lessee”;

**W I T N E S S E T H:**

THAT WHEREAS, the North Carolina Department of Public Safety, Division of the State Highway Patrol, has requested and approved the execution of this instrument for the purposes herein specified; and,

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration, by resolution adopted by the Governor and Council of State on the 9th day of January 2018; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Lease as hereinafter set out.

NOW THEREFORE, in consideration of the Premises, as described herein, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, those premises with all rights, privileges and appurtenances thereto belonging, lying and being in the Town of Manns Harbour, Dare County, North Carolina, and being more particularly described herein.

The terms and conditions of this Lease are as follows:

1. **Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor a parcel of land containing 0.23 acres, more or less, having a physical street address of 14446 US 64, Manns Harbor, Dare County, North Carolina, Latitude N 35°52’16.0” Longitude W 75°52’40.4” (the “Premises”).
2. **Term.** The term of this Lease shall be for a period of ten (10) years, commencing on the 1<sup>st</sup> day of March 2022 and terminating on the 28th day of February, 2032 (the “Term”).
3. **Rent.** Lessee shall pay to Lessor as rental for the Premises, the sum of ONE DOLLAR (\$1.00) for the Term.

4. **Equipment / Use / Fixtures.** Lessee shall use the Premises for the purpose of constructing and installing a 340' self-supported communications tower (the "Tower") and an equipment building (the "Building") and for the purpose of installing, operating, maintaining, repairing, replacing and removing, intellirepeaters, microwave dishes, batteries, chargers, UPS, generator transfer switch(s), antennas, transmission lines, waveguides, cables, wires, receivers and generator(s) (all such equipment whether located in the Building or on the Tower being collectively referred to herein as the "Communications Equipment"). Lessee intends to primarily use the Communications Equipment to support its Voice Interoperability Plan for Emergency Responders ("VIPER") strategic communications system. Lessor agrees that the Tower, the Building, the Communications Equipment and any other items belonging to Lessee on the Premises, shall remain the property of Lessee and shall not be, become, or be deemed by Lessor to be fixtures upon the Premises.

5. **Utilities / Maintenance.** Lessee shall be responsible for the maintenance and operation of the Tower, the Building and the Communications Equipment, including, but not limited to all utility charges attributable to Lessee's use of the Premises. Lessee shall repair at its own expense damage to the Premises, Tower, Building and Communications Equipment, which is the result of Lessee's use of the Premises except if such cost arises out of the negligent or wrongful acts or omissions of Lessor, its contractors or agents.

6. **Access.** Lessor grants to Lessee free and unrestricted ingress and egress to the Premises during the Term for the purpose of installing, maintaining, operating, repairing, replacing, upgrading and removing the Tower, the Building and the Communications Equipment. Lessor shall provide Lessee with legal and practical means of ingress and egress to the Premises and shall be responsible for the repair and maintenance of said means of ingress and egress.

7. **Insurance & Liability.**

(a) Lessor agrees that Lessee's decision to self-insure satisfies all insurance requirements of this Lease applicable to Lessee.

(b) As between Lessor and Lessee, Lessee, subject to the terms of this Lease, will be primarily liable for the negligent or intentional acts or omissions of its agents, contractors or employees. As to third parties, Lessee is an immune sovereign and is not ordinarily subject to suit. However, Lessee has enacted Chapter 143, Article 31, of the North Carolina General Statutes (the "Tort Claims Act"), pursuant to which the Lessee may be liable for the torts of its officers and employees, within the terms of the Tort Claims Act, and accordingly, Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act.

(c) Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this Lease, provided that Lessor could reasonably have complied with said requirement.

8. **Governmental Approvals & Compliance.** During the Term, Lessee shall comply with all State and Federal laws and regulations applicable to the Premises. Lessee shall obtain any necessary State or Federal licenses, or authorizations required for the installation and construction of the Tower, Building or Communications Equipment and shall comply with government regulations applicable to its operations, including those of the Federal Aviation Administration (“FAA”) and the Federal Communications Commission (“FCC”).

9. **Interference.** The Communications Equipment and any other equipment used by Lessee on the Tower or in the Building shall be designed, constructed, installed, maintained, and operated in compliance with the applicable rules and regulations of the FCC and good engineering practices.

10. **Condition of Tower.** Lessee has the right and responsibility to repair and maintain the Tower. Subject to other provisions contained in this Lease, Lessee, at its sole cost, except if such cost arises out of a negligent or wrongful acts or omissions of Lessor, its contractors or agents, shall maintain and repair the Tower and access to the Premises, if applicable thereto, such that Lessee may utilize the Premises for the purposes and to the extent herein permitted, including, without limitation, the Tower lighting system and markings and the structural integrity of the Tower. Installation, maintenance and repair of the Tower must comply with all State and Federal, ordinances, rules and regulations, applied in a manner consistent with standard industry practices. Such duties include, without limitation, but subject to the other provisions contained in this Lease, the maintenance of appropriate records and notifications to the FAA of any failure on Lessee’s part and repairs and correction of the same. Subject to the terms of this Paragraph, Lessee assumes all responsibility for any fines, levies and /or other penalties imposed as a result of non-compliance with said requirements of said authorities.

11. **Security.** Lessor agrees and acknowledges that the Tower and the Building will be secured by a locked fenced.

12. **Taxes.** If applicable, Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to its interest in the Tower, the Building or the Communications Equipment.

13. **Right to Terminate.** Lessee may terminate this Lease, at its option, after giving not less than thirty (30) days’ notice to Lessor, if:

- (a) Any governmental agency denies a request by Lessee for or revokes a permit, license or approval, which is required for Lessee to install or operate the Tower, the Building or the Communications Equipment on the Premises; or
- (b) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, preclude Lessee from using the Premises for its intended purpose; or

- (c) Utilities necessary for Lessee's use of the Premises are not available to the Premises; or
- (d) The Premises are damaged or destroyed to an extent, which prohibits or materially interferes with Lessee's use of the Premises; or
- (e) Lessee determines, in its sole discretion, that the Premises is no longer needed.

14. **Termination.** (a) Upon termination of this Lease, Lessee will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this Lease, excepted. It is understood and agreed that upon termination Lessee shall have the right to remove from the Premises its building, its Communications Equipment and any other items belonging to Lessee, and which are not necessary to the operation of the Dare, Tyrrell, Hyde Regional Communications Center, only after giving the Lessor one year advance notice. Lessee shall not have the right to remove the tower without Lessors consent. Lessee hereby agrees to repair to the reasonable satisfaction of Lessor any portion of the Premises damaged by the removal of the items listed above.

(b) The parties acknowledge that by separate Sublease Agreement between the parties, Lessor is leasing space from Lessee upon the tower which is constructed upon the property which is the subject of this Ground Lease Agreement. Notwithstanding any other provision of this Ground Lease Agreement, if for any reason the Sublease between the parties is terminated without the consent of Dare County, then this Ground Lease Agreement shall also terminate and be subject to the provisions of Paragraph 14(a) above.

15. **Title & Quiet Possession.** Lessor agrees that Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this Lease peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any person. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises throughout the Term.

16. **Holdover.** Any hold over after the expiration of the Term, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either Party shall give not less than sixty (60) days written notice to terminate the tenancy.

17. **Environmental Laws.** Lessee represents, warrants and agrees that it will conduct its activities on the Premises in compliance with all applicable environmental laws. As between Lessor and Lessee, Lessee, subject to the terms of this Lease and to the extent permitted by the Tort Claims Act, will be primarily liable for the existence or discovery of any hazardous substance on the Premises or for the migration of any hazardous substance to other properties or for the release of any hazardous substance into the

environment in violation of applicable environmental laws, arising solely from Lessee's use of the Premises. Lessor represents warrants and agrees that it has in the past and will in the future conduct its activities on the Premises in compliance with all applicable environmental laws and that the Premises is free of hazardous substances as of the date of this Lease. Lessor shall be responsible for, and promptly conduct any investigation and remediation as required by any environmental law or common law, of all spills or other release of hazardous substances, not caused solely by Lessee, that have occurred or which may occur on the Premises. Lessor agrees, to indemnify Lessee and hold Lessee harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against Lessee with respect to, or as a direct or indirect result of the violation of any environmental laws applicable to the Premises, caused by or within the control of Lessor. Lessor's indemnification of Lessee specifically includes cost incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any governmental authority.

18. **Availability of Funds.** Lessor and Lessee agree and understand that the continuation of this Lease for the Term, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of Lessee responsible for payment of said rental. Lessor and Lessee also agree that in the event the agency of Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local operations that available funding for the payment of rents are insufficient to continue the operation of its local operations on the Premises, it may choose to terminate this Lease by giving Lessor written notice of said termination, and this Lease shall terminate immediately without any further liability to Lessee.

19. **Assignment and Subletting.** Lessee shall not assign this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessee, in its reasonable discretion, shall have the right to sublet the Premises in whole or in part.

20. **Prohibition on Gifts.** North Carolina General Statute §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any employee of Lessee of any gift from anyone with a contract with Lessee, or from any person seeking to do business with Lessee. By execution of this Lease, Lessor attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

21. **Modification.** No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless made in writing and signed and agreed to by both Parties.

22. **Binding Effect.** Subject to the provisions herein, this Lease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.



23. **Applicable Law.** This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.

24. **Effect of Waiver.** The failure of either Party to insist in any instance upon strict performance of any of the terms and conditions set forth in this Lease shall not be construed as a waiver of the same in any other instance.

25. **Complete Agreement.** This Lease represents the entire agreement between the Parties covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.

26. **Severability.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

27. **Construction.** No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

28. **Interpretation.** The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural may be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions.

29. **Terms.** Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

30. **Authority.** Each person executing this Lease on behalf of Lessor does hereby represent and warrant that, if applicable: (a) Lessor is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina, (b) Lessor has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and (c) each person signing this Lease on behalf of Lessor is duly and validly authorized to do so.

31. **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

32. **Memorandum of Lease for Recording.** At the request of either Party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set forth the Parties, provide a description of the Site, specify the Term and incorporate this Lease by reference.

33. **Notices.** All notices herein provided to be given, or which may be given by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Lessor: County of Dare  
Attn: County Manager  
Post Office Box 1000  
Manteo, North Carolina 27949

to Lessee: North Carolina Department of Public Safety  
Attn: Property Manager  
4701 Mail Service Center  
Raleigh, North Carolina 27699-4701

with copy to: State Property Office  
Attn: Space Planning and Leasing Manager  
1321 Mail Service Center  
Raleigh, North Carolina 27699-1321

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

**[signatures begin on following page]**

IN TESTIMONY WHEREOF, this Lease has been executed by the parties hereto, in duplicate originals, as of the last date set forth in the notary acknowledgement below.

**LESSOR:**

COUNTY OF DARE

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

County Manager

ATTEST:

\_\_\_\_\_  
Clerk (Seal)

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is Clerk of the County of Dare and that by authority duly given and as an act of County of Dare, the foregoing instrument was signed by \_\_\_\_\_, its County Manager, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**LESSEE:**

**STATE OF NORTH CAROLINA**

By: \_\_\_\_\_

Tim Walton, Director  
Department of Administration  
State Property Office  
State of North Carolina

**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County of \_\_\_\_\_ and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is Director of State Property Office, Department of Administration, State of North Carolina, and that by authority duly given and as the act of the State, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

***THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION***

STATE OF NORTH CAROLINA

COUNTY OF DARE

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") made and entered into as of the last date set forth in the notary acknowledgements below, by and between, the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as "Sublessor", and the COUNTY OF DARE, a body politic and corporate, hereinafter referenced to as "Sublessee" (Sublessor and Sublessee each individually referred to herein as a "Party" and collectively referred to herein as the "Parties");

WITNESSETH:

THAT WHEREAS, Sublessor and Sublessee entered into a ground lease agreement dated November 1, 2020 (the "Ground Lease"), incorporated herein by reference, in which the Sublessee leased to Sublessor that certain parcel or tract of land lying and being in Dare County, North Carolina having an address of 14446 US 64, Manns Harbor, North Carolina 27572 with the coordinates of Latitude N 35°52' 16.0" Longitude W 75°52' 40.4" (the "Premises").

WHEREAS, pursuant to the terms of the Ground Lease, Sublessor may use the Site to construct a communications tower, an equipment building and other infrastructure to support a coordinated State-wide communications network known as the Voice Interoperability Plan for Emergency Responders ("VIPER"); and

WHEREAS, Sublessor, subject to the terms and conditions set forth herein, now desires to sublet the Premises, as defined herein, to Sublessee; and

WHEREAS, the North Carolina Department of Public Safety, Division of Law Enforcement, State Highway Patrol has requested and approved the execution of this instrument for the purposes herein specified; and

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration, by resolution adopted by the Governor and Council of State on the 9th day of January, 2018; and

WHEREAS, the Parties have mutually agreed to the terms of this Sublease as hereinafter set out.

NOW THEREFORE, in consideration of the Ground Sublease, the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Sublessor does hereby let and sublease unto Sublessee and Sublessee hereby takes and subleases from Sublessor for and during the period of time and subject to the terms and conditions hereinafter set forth the Premises, as more particularly described herein.

1. Premises. The "Premises" shall consist of non-exclusive space to accommodate: two (2) antennas at 340', one (1) antenna at 250', one (1) microwave dish at 240', and one microwave dish at 205' on the self-supported communications tower ("Tower") constructed by Sublessor on the Site (the non-exclusive space on the Tower for the location of said antennas and microwaves being referred to herein as the "Tower Space"), along with sufficient space in Sublessor's equipment building ("Building") to house up to four (4) racks of equipment. The exact location of the Tower Space on the Tower and space in the Building where Sublessee may locate its Communications Equipment, as said term is defined herein, shall be designated by Sublessor in its reasonable discretion.
2. Ground Sublease Term. Pursuant to the Ground Lease by Dare County, Sublessor subleased the Site from Sublessee for a term of ten (10) years, commencing on the 1<sup>st</sup> day of March, 2022 and terminating on the 28th day of February, 2032 ("Ground Sublease Term").
3. Term. The term of this Sublease shall be for a period of ten (10) years, commencing on the 1<sup>st</sup> day of March, 2022 and terminating on the 28th day of February, 2032(the "Term"). Any hold over after the expiration of the Term, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, upon such holdover either Party shall give not less than one hundred eighty (180) days written notice to terminate the tenancy.
4. Rent. Sublessee shall pay to Sublessor as rental for the Premises, the sum of ONE DOLLAR (\$ 1.00) for the Term.
5. Condition of Premises. Sublessor represents, subject to the terms of this Sublease, that the Premises are suitable for the uses described in Paragraph 6 below.
6. Use and Equipment. Sublessee shall use the Premises for the purpose of installing, operating, maintaining, repairing, replacing and removing antennas, microwave dishes, transmission lines, cables, wires, receivers, generator(s), transmitter(s), transfer switch(es) and accessories necessary to broadcast radio waves (all such equipment whether located in the Building or on the Tower being collectively referred to herein as the "Communications Equipment") and for no other purpose without the prior written consent of Sublessor. Sublessee shall not use or knowingly permit any part of the Premises to be used for any unlawful purpose, nor for any purpose or in any manner which is in violation of any present or future Federal, State or local governmental laws or regulations, or which will constitute a public or private nuisance, nor for any business, use, or purpose deemed disreputable or extra hazardous. Sublessee shall not drill, cut, saw, burn, add to or remove any part of the Tower without the prior written consent of Sublessor. Sublessee agrees that the use and operation of any Communications Equipment installed on the Premises shall be consistent with the quiet use, enjoyment, and occupancy of

Sublessor.

7. Fixtures. Sublessor hereby acknowledges and agrees that the Communications Equipment and any other items belonging to Sublessee on the Premises, shall remain the property of Sublessee and shall not be, become or be deemed by Sublessor to be fixtures upon the Premises.

8. Conditions Precedent to Installation or Modification. Notwithstanding anything to the contrary herein, the Parties agree that Sublessee's right to install its Communications Equipment or to make any modifications to its Communications Equipment at the Premises shall not commence until Sublessee, at its sole cost and expense, completes the following: (i) tenth order inter-modulation study; (ii) update of the most recent Tower loading analysis; (iii) provision for commercial electric service and emergency power to operate its Communications Equipment; and (iv) receipt of all required permits (if any) for the installation of, or modification to, its Communications Equipment and all required regulatory or governmental approvals of Sublessee's proposed use of the Premises. Sublessor shall have the right to review said inter-modulation study, Tower loading analysis and governmental permits to determine if Sublessee's Communications Equipment will cause a degradation in Sublessor's VIPER system or adversely affect the physical and structural capacity of the Tower. After reviewing said inter-modulation study, Tower loading analysis and governmental permits, if Sublessor determines in its sole discretion that the installation of, or modification to, Sublessee's Communications Equipment will result in a degradation of the VIPER system or adversely affect the physical and structural capacity of the Tower, Sublessee shall, at its sole cost and to the satisfaction of Sublessor, make any modifications, upgrades or improvements to its Communications Equipment necessary to prevent any disruption to the VIPER system or any impairment to the structural integrity of the Tower.

9. Governmental Approvals and Compliance. Sublessor agrees that the Tower and its operations shall meet applicable rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA"), as well as all applicable State codes and regulations. Sublessee, at its sole cost and expense, shall obtain any necessary governmental licenses or authorizations required for installation, repair, alteration, improvement, or expansion of its Communications Equipment and shall comply with government regulations applicable to its operations, including those of the FCC and FAA.

10. Sublessor's and Sublessee's Rights in the Event of Interference. The Communications Equipment shall be designed, constructed, installed, maintained, and operated in compliance with the applicable rules and regulations of the FCC and good engineering practices. Sublessee confirms to Sublessor that the installation and use of its Communications Equipment will not interfere with the operation of the VIPER system or any other equipment on the Tower. In the event the Communications Equipment causes interference with the VIPER system or other equipment on the Tower, Sublessee shall proceed immediately to correct and eliminate the interference. Sublessee shall cease operation of its Communications Equipment until the cause of such interference is removed. Sublessee expressly agrees to pay for such equipment as may be necessary to prevent its interference with any radio transmissions by Sublessor, and will also be responsible for purchasing any equipment to correct any interference that Sublessor's equipment

may cause in Sublessee's use and operation of its Communications Equipment. If interference

caused by the Communications Equipment is not corrected and eliminated within thirty (30) days after Sublessee is notified of the interference, then Sublessor may terminate this Sublease forthwith without liability to Sublessee.

11. Repair and Maintenance. Sublessor shall, at all times during the Term, at its own expense, put and maintain in thorough repair and in good and safe condition the Tower, the Building and the Site, whether such maintenance is necessitated by wear, tear, obsolescence, government regulation, or defects, latent or otherwise. Sublessee shall, at all times during the Term, at its own expense, maintain its Communications Equipment.

12. Utilities. Sublessor shall permit Sublessee access to its electric power source so that Sublessee may obtain all electrical energy required to operate its Communications Equipment. Sublessor shall pay for all electricity needed to power and operate Sublessee's Communications Equipment.

13. Sublessor's Right of Access. Sublessor or its agents shall have the right to enter the Premises at all times in order to examine it, or to make such alterations, repairs, improvements, or additions to the Premises as Sublessor may deem necessary or desirable without the same constituting an eviction of Sublessee in whole or in part, or a breach of this Sublease.

14. Sublessee's Right of Access. Sublessee, with Sublessor's prior approval, shall have the right of access to the Premises throughout the Term for the purposes of installing, inspecting, maintaining, operating, repairing, and removing its Communications Equipment; provided, however, that Sublessee and its agents and employees shall not compromise the security of the VIPER system or disturb or interfere with Sublessor's operations during such time as they are on the Premises.

15. Sublessor's Right to Terminate. In the event that Sublessor should elect, pursuant to the Ground Lease, to abandon its use and possession of the Tower, Building and Site, this Sublease shall terminate without liability to Sublessor. Sublessor shall give Sublessee not less than thirty (30) days written notice of its intent to so terminate this Sublease. Upon such abandonment and termination, Sublessee shall have the option to remain in possession of the Premises, provided that Sublessee shall assume and be responsible for all costs associated with the operation and maintenance of the Tower, Building and Site.

16. Surrender Upon Termination of Sublease. Upon termination of this Sublease, Sublessee shall surrender the Premises in as good condition as they were at the beginning of the Term, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Sublessee had no control or for which Sublessor is responsible pursuant to this Sublease, excepted. It is understood and agreed that Sublessee shall have the right to remove from the Premises, at Sublessee's own expense and without damage or injury to the Tower, the Building or any other property of Sublessor, the Communications Equipment and all items of personal property, trade fixtures, and other items



belonging to Sublessee used in connection with Sublessee's operations on the Premises.

17. Fire or Other Casualty Loss.

(a) If the Premises is totally or partially destroyed by wind, explosion, fire, or casualty of any kind, either Sublessor or Sublessee shall have the option of terminating this Sublease or any renewal thereof, upon giving written notice at any time within thirty (30) days from the date of such destruction, and if this Sublease be so terminated, any rent payable hereunder shall cease as of the date of such destruction.

(b) If the Premises should be partially damaged by wind, explosion, fire, or casualty (or if totally and completely destroyed) and neither Party elects to terminate this Sublease within the provisions of subparagraph (a) above, then in either event, Sublessor agrees, at Sublessor's sole cost and expense, to restore the Tower and the Building, as may be applicable, to a condition substantially similar to that immediately prior to such destruction or damage. Sublessor shall not be liable for any interruption of Sublessee's operations occasioned by electrical interference, wind, explosion, fire or other cause or casualty of any kind.

(c) If Sublessor undertakes to restore, rebuild, or repair the Tower and the Building in accord with the provisions of subparagraph (b) above, and such restoration, rebuilding or repair is not accomplished within one hundred eighty (180) days from the date of the casualty, Sublessee shall have the right to immediately terminate this Sublease by written notice to Sublessor.

18. Insurance. Sublessee shall obtain adequate insurance coverage in accordance with all applicable laws for (i) workers' compensation, (ii) automobile liability and (iii) fire and extended coverage with regard to the Sublessee's activities on or about Premises and its Communications Equipment located on the Premises. Sublessee shall require any of its contractors or agents entering the Premises to obtain and keep in place with well rated insurers, licensed to do business in the State of North Carolina, adequate insurance coverage, as applicable, for (i) statutory workers' compensation including employers' liability; (ii) comprehensive general liability including personal injury, broad form property damage, independent contractor, products/completed operations and, only if applicable, XCU (explosion, collapse, underground) and; (iii) automobile liability; and (iv) fire and extended coverage insurance. Notwithstanding the rights of any insurer, nothing herein shall affect the authority of the Attorney General of North Carolina, including but not limited to, the Attorney General's authority to represent Sublessor in any and all litigation.

19. Liability.

(a) To the extent permitted by applicable law, Sublessee shall be liable for the negligent or intentional acts or omissions of its agents and employees and shall save Sublessor harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney fees, by reason of damage to person or property on or about the Premises or the Site, which may arise or be claimed to have arisen as a result of the use of the Premises by Sublessee or which may arise out of the installation, operation, repair, maintenance, inspection, or removal of Communications Equipment by Sublessee, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Sublessor,

its agents or employees.

(b) As between Sublessor and Sublessee, Sublessor, subject to the terms of this Sublease, will be primarily liable for the negligent or intentional acts or omissions of its agents and employees. As to third parties, Sublessor is an immune sovereign and is not ordinarily subject to suit. However, Sublessor has enacted Chapter 143, Article 3), of the North Carolina General Statutes (the "Tort Claims Act"), pursuant to which Sublessor may be liable for the torts of its officers and employees, within the terms of the Tort Claims Act; accordingly, Sublessor will be primarily liable for any claims within the coverage of the Tort Claims Act. No provision of this Sublease shall be construed as constituting a waiver of Sublessor's sovereign immunity or Sublessor's immunity under the Eleventh Amendment of the Constitution of the United States.

20. Hazardous Materials.

(a) For purposes of this Sublease: (i) "Hazardous Material" or "Hazardous Materials" means and includes, without limitation, (1) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or regulation, (2) hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), or in any applicable state or local law or regulation, (3) gasoline, or any other petroleum product or by-product, (4) toxic substances, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute, or regulation may be amended from time to time; (ii) "Release" shall have the meaning given such term, in Environmental Laws, including, without limitation, CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean "Super Fund" or "Super Lien" law or any other federal, state, or local statute, law, ordinance, or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); the Toxic Substance Control Act ("TSCA"); the Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"), the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). All obligations and liabilities arising under this Paragraph 20 which arise out of events or actions occurring prior to the expiration or termination of this Sublease shall survive the assignment of this Sublease and the expiration, termination, cancellation or release of record of this Sublease.

(b) Sublessee agrees that it will conduct its activities on the Premises and the Site in compliance with all applicable Environmental Laws. As between Sublessee and Sublessor, Sublessee, subject to the terms of this Sublease and to the extent permitted by applicable law, will be primarily liable for the existence or discovery of any Hazardous Materials on the Premises or the Site or for the migration of any Hazardous Materials to other properties or for the release of any Hazardous Materials into the environment in violation of applicable Environmental Laws, arising solely from Sublessee's use of the Premises. As between Sublessor and Sublessee, Sublessor, subject to the terms of this Sublease and to the extent permitted by the Tort Claims Act, will be primarily liable for the existence or discovery of any Hazardous

Materials on the Site or for the migration of any Hazardous Materials to other properties or for the release of any Hazardous Materials into the environment in violation of applicable Environmental Laws, arising solely from Sublessor's use of the Site.

21. Right to Assign and Sublease. Sublessee shall not assign this Sublease or sublet the Premises or any part thereof without the prior written consent of Sublessor.

22. Prohibition on Gifts. North Carolina General Statute §133-32 prohibits the offer to, or acceptance by, any employee of Sublessor of any gift from anyone with a contract with Sublessor, or from any person seeking to do business with Sublessor. By execution of this Sublease, Sublessee attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

23. Modification. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless made in writing and signed and agreed to by both Parties.

24. Binding Effect. Subject to the provisions herein, this Sublease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.

25. Applicable Law. This Sublease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.

26. Effect of Waiver. The failure of either Party to insist in any instance upon strict performance of any of the terms and conditions set forth in this Sublease shall not be construed as a waiver of the same in any other instance.

27. Complete Agreement. This Sublease represents the entire agreement between the Parties covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.

28. Severability. In case any one or more of the provisions contained in this Sublease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Sublease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

29. Construction. No provision of this Sublease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

30. Interpretation. The use of headings, captions and numbers in this Sublease is solely for the convenience of identifying and indexing the various provisions in this Sublease and shall in no event be considered otherwise in construing or interpreting any provision in this Sublease. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural

may be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions.

31. Terms. Capitalized terms used in this Sublease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

32. Counterparts. This Sublease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

33. Memorandum of Sublease for Recording. At the request of either Party, Sublessor and Sublessee shall execute a memorandum of this Sublease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Sublease shall set forth the Parties, provide a description of the Premises, specify the Term and incorporate this Sublease by reference.

34. Notices. All notices herein provided to be given, or which may be given by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Sublessor: North Carolina Department of Public Safety  
Attn: Property Manager  
4227 Mail Service Center  
Raleigh, North Carolina 27699-4227

with copy to: State Property Office  
Attn: Manager, Leasing and Space Planning Section  
1321 Mail Service Center  
Raleigh, North Carolina 27699-1321

to Sublessee: County of Dare  
Attn: County Manager  
PO Box 1000  
Manteo, North Carolina 27949

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

[signatures begin on following page]

IN TESTIMONY WHEREOF, this Sublease has been executed by the Parties, in duplicate originals, as of the dates set forth in the notary acknowledgements below.

SUBLESSEE:

COUNTY OF DARE

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk (Seal)

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is Clerk of the COUNTY OF DARE and that by authority duly given and as an act of the COUNTY OF DARE, the foregoing instrument was signed by \_\_\_\_\_, its \_\_\_\_\_, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SUBLESSOR:**

**STATE OF NORTH CAROLINA**

By: \_\_\_\_\_

Tim Walton, Director  
Department of Administration  
State Property Office  
State of North Carolina

**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County of \_\_\_\_\_ and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is Director of State Property Office, Department of Administration, State of North Carolina, and that by authority duly given and as the act of the State, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

Return to: Attorney General's Office / Property Control Section  
Post Office Box 629, Raleigh, NC 27602  
SPO File No.: 28-AV / DOJ File No.

STATE OF NORTH CAROLINA

MEMORANDUM OF LEASE

COUNTY OF DARE

THIS MEMORANDUM OF LEASE, is made as of the last date set forth in the notary acknowledgements below, by and between the **COUNTY OF DARE**, hereinafter referred to as "Lessor" and the **STATE OF NORTH CAROLINA**, a body politic and corporate, hereinafter referred to as "Lessee."

Lessor and Lessee entered into a Lease Agreement dated November 1, 2020 (the "Lease"), the terms, covenants and conditions of which are hereby incorporated in this Memorandum of Lease, for a term of 10 years.

In consideration of the terms, covenants, conditions and rental as set forth in the Lease, Lessor leased to Lessee that certain premises described as follows: a parcel of land containing 0.23 acres, more or less, having a physical street address of 14446 US 64, Manns Harbor, Dare County, North Carolina, Latitude N 35°52'16.0" Longitude W 75°52'40.4".

[signatures begin on following page]

COUNTY OF DARE

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

ATTEST:

\_\_\_\_\_  
County Clerk

COUNTY OF DARE

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is Clerk of the COUNTY OF DARE, and that by authority given and as an act of, the foregoing instrument was signed by \_\_\_\_\_, its COUNTY MANAGER., attested by himself/herself as CLERK and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_



STATE OF NORTH CAROLINA

By: \_\_\_\_\_  
Tim Walton, Director  
State Property Office

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County of Wake and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is Director of State Property Office, Department of Administration, State of North Carolina, and that by authority duly given and as the act of the State has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_



*NCDOT Right of Way Three Party Encroachment Agreement for KOA, Rodanthe*

**Description**

The Dare County Water Department is requesting that the Three Party Encroachment Agreement be approved for a fire hydrant at the KOA, Rodanthe

**Board Action Requested**

Approval

**Item Presenter**

Pat Irwin

ROUTE NC-12 PROJECT Hydrant Installation COUNTY OF STATE OF NORTH CAROLINA  
Dare

DEPARTMENT OF TRANSPORTATION

THREE PARTY RIGHT OF WAY

-AND-  
Kampgrounds of America

ENCROACHMENT AGREEMENT ON  
PRIMARY AND SECONDARY SYSTEM

-AND-  
Dare County

THIS AGREEMENT, made and entered into this the \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_, by and between the Department of Transportation, party of the first part; and Kampgrounds of America

\_\_\_\_ party of the second part; and Dare County (owner)

\_\_\_\_ party of the third part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) NC-12, located Approximately 250' south of SR 1512

with the construction and/or erection of: Connection of a new fire hydrant assembly on an existing waterline

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
  - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

R/W (166) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (166) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

WITNESS:

Linda Briggs  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
DIVISION ENGINEER

Kampgrounds of America  
\_\_\_\_\_  
PO Box 30558, Billings, MT, 59114  
\_\_\_\_\_  
Derek Briggs  
\_\_\_\_\_  
Second Party

Dare County  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Third Party



*Budget Amendment - Emergency Pumps*

**Description**

A budget ammendment is needed to account for revenue and expenditures associated with the purchase of eight (8) emergency pumps as directed by the NC General Assembly in Session law 2021-180 (House Bill-105).

**Board Action Requested**

Approval

**Item Presenter**

Drew Pearson

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# ***DARE COUNTY***

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## ***BUDGET AMENDMENT***

***F/Y 2021-2022***

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ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

---

Revenues:

Expenditures:

Explanation:

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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



*Budget Amendment - Homeland Security Grant CCTV Trailer*

**Description**

A budget amendment is needed to account for revenue and expenditures associated with new equipment purchase authorized under existing Homeland Security Grant Program. New grant award will pay 100% of the cost to purchase a Light/Surveillance Camera Trailer.

**Board Action Requested**

Approval

**Item Presenter**

Drew Pearson

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# **DARE COUNTY**

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## **BUDGET AMENDMENT**

**F/Y 2021-2022**

---

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

---

Revenues:

Expenditures:

Explanation:

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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





*Board Appointments*

**Description**

The following Boards have appointments this month:

1. Manns Harbor Marina Commission
2. Dare County Transportation Advisory Board
3. Parks and Recreation Advisory Council
4. Upcoming Board Appointments

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



*Manns Harbor Marina Commission*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

March, 2022

**MANN'S HARBOR MARINA COMMISSION**

(Two Year Term)

The Manns Harbor Marina Commission is a seven-member group representing recreational, commercial and local interests for the self-governing, mutual purpose, Manns Harbor Marina.

The Commission meets six times per year and reports directly to the Dare County Board of Commissioners.

The following have terms to expire in April:

**Paul Mann, V**

(Current Term 4/20 – 4/22)

(Originally Apptd. 4/13)

**Jeff James**

(Current Term 4/20-4/22)

(Originally Apptd. 4/13)

**Jessie “Troy” Outland, Sr.**

(Current Term 4/20-4/22)

(Originally Apptd. 4/13)

**All would like to be reappointed.**

**No Applications have been received.**

Other Members:

See attached list

**MANN'S HARBOR MARINA COMMISSION**

(Two Year Term)

**This Commission is a seven-member group representing recreational, commercial and local interests for the self-governing, mutual purpose of Manns Harbor Marina. The Commission meets six times per year and reports directly to the Dare County Board of Commissioners.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Cyndy Holda P.O. Box 172 Manns Harbor, NC 27953 252-473-9964 (H) 252-423-0903 (C)	4/23	Apptd. 4/13 Reapptd. 4/15,17,19, 21
Ladd Bayliss, Sec. 431 Cahoon Rd. Manns Harbor, NC 27953 252-207-5894 (H)	4/23	Apptd. 4/13 Reapptd. 4/15,17,19, 21
Jonathan Oglesby P.O. Box 250 Manns Harbor, NC 27953 910-990-5674 (H/Cell)	4/23	Apptd. 4/13 Reapptd. 4/15,17,19, 21
<b>Paul Mann, V. Ch.</b> 6049 US Hwy 64 Manns Harbor, NC 27953 252-475-3995 (H) 252-473-1716 (O)	4/22	<b>Apptd. 4/13</b> Reapptd. 4/16,18, 6/20
<b>Jeff James</b> 116 Alder Branch Lane Manteo, NC 27954 252-216-6913 (H/Cell)	4/22	<b>Apptd. 4/13</b> Reapptd. 4/16,18, 6/20
<b>Jessie "Troy" Outland, Sr., Ch.</b> 107 Candela Drive Manteo, NC 27954 252-473-3507 (H) 252-473-8685 (C)	4/22	<b>Apptd. 4/13</b> Reapptd. 4/16,18, 6/20
Jessie "Troy" Outland, Jr. P.O. Box 246 Manns Harbor, NC 27953 252-216-9162 (H/Cell)	4/23	Apptd. 4/13 Reapptd. 4/15,17,19, 21

**Notes**

Contact Info: Ladd Bayliss - Meeting Dates: Bi-Monthly

Formed by DCBC 4/1/13. A Commission has been formed to enforce rules governing the use of the old Manns Harbor Marina property. The facility will operate as a marina for commercial fishermen to dock and unload their catch; and for public boat access. Dare County's role is to form the Commission and appoint commission members.

**Revised 2/22**



*Dare County Transportation Advisory Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

March, 2022

**DARE COUNTY TRANSPORTATION ADVISORY BOARD**

(Four Year Term)

The Advisory Board currently has one vacancy and have reviewed the attached applications.

**They recommend the appointment of Stephanie Webb to the Transportation Advisory Board to fill their Human Services Sector seat.**

Applications received from:

Kathryn Fagan, Maggie May, Stephanie Webb and Jo A. Wilson-Harfst

Other Members: See attached list

**DARE COUNTY TRANSPORTATION ADVISORY BOARD**

(Staggered Terms/Four Year Term)

**The Dare County Transportation System is required by the State's Community Transportation Program to have a local Transportation Advisory Board. This Board is expected to maintain a minimum level of coordinated transportation service and to maintain ongoing communications as a means of seeking public involvement and ongoing administrative oversight.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Brandi Bohanan P.O. Box 1000 Manteo, NC 27954 475-5635 Older Adult Services (Government Sector)	6-22	Apptd. 6/06 Reapptd. 6/10,14,18
Chuck Lycett P.O. Box 1000 Manteo, NC 27954 475-5526 Health & Human Services (Government Sector)	6-22	Apptd. 6/98 Reapptd. 7/02,06,10,14, 18
George Carver, Jr. 110 Scarborough Street Manteo, NC 27954 305-86-71 home Dareminoritycoalition1@gmail.com (Public Business Sector)	12-23	Apptd. 12/19
Kenny Kee 1101 E.R. Daniels Rd. Wanchese, NC 27981 480-3500 Dare County Career Center (Government Sector)	6-22	Apptd. 6/04 Reapptd.6/06,10,14,18
Mayte Hernandez-Beacham 233 Broadbay Drive Kill Devil Hills, NC 27948 252-441-1694 Ethnic Minority Rep (Human Services Sector)	10-23	Apptd. 10/19
Nessie Siler 146 Airport Rd. Manteo, NC 27954 473-3376 User with a Disability (Public/Business Sector)	6-22	Apptd. 6/14 Reapptd. 6/18

Ginny Zdanski 6-24 Apptd. 11/16  
P.O. Box 175 Reapptd. 6/20  
Manteo, NC 27954  
473-6316  
Human Service Agency  
(Human Services Sector)

Jim Tobin 6-23 Apptd. 1/19  
6951 Pecan Lane  
PO Box 243  
Manns Harbor, NC 27953  
Jim.tobin@darenc.com  
216.7732  
Dare County Commissioner  
(Government Sector)

Alex Chandler 6-22 Apptd. 6/18  
1229 Burnside Road  
Manteo, NC 27954  
216-6058 (H)  
473-3717 (W)  
chandleral@daretolearn.org  
Education Institution  
(Government Sector)

Vacant  
(Dialysis/Hospital Rep  
Human Services Sector)

Amanda Hooper 2/25 Apptd. 2/21  
1202 9<sup>th</sup> Ave.  
Kill Devil Hills, NC 27948  
Manda.hooper@icloud.com  
(Public/Business Sector)

Lorenzo Foster 2/25 Appt. 2/21  
705 Swan Street  
Kill Devil Hills, NC 27948  
Inzo2ooo@gmail.com  
(Non-Profit)

**NOTES:**

**CONTACT INFO:** Radcliff Hester, Transportation Director - 475-5641

**MEETING DATE:** Quarterly, Dare Co. Center, 8:30 a.m.

Stuart Bell appointed to fill unexpired term of Dick Wood 2/99.  
Warren Judge replaced Stuart Bell 7/99. Doug Tutwiler replaced John Xenakis 7/99.  
Randy Hemmis filled unexpired term of Al Valentino and Bryan Shaw filled unexpired term of  
Ward Barnett 1/00; Richard Wescoat appointed to fill unexpired term of Al Forman 2/00.  
Donnie Just apptd.to fill unexpired term of Doug Tutwiler & Ray Seiwel filled unexpired term of  
Randy Hemmis 2/00; Trish Blacmon appointed to fill unexpired term of Wilson Shearin 6/00.  
Christan Zdanski replaced Uli Bennewitz 6/00.  
Oral Ali replaced Lani Goodwin 6/00; Dawn Enochs replaced Warren Judge 6/00.  
David Hoare appointed to fill unexpired term of Richard Wescoat 10/00.  
Curtis Creech appointed to fill unexpired term of Chris Zdanski 12/00.



Comm. Geneva H. Perry filled unexpired term of outgoing Comm. Cheryl Byrd 1/01.  
Kim Bailey replaced Ann Laughlin 7/01; David Quidley replaced Bryan Shaw 7/01.  
Jeff Tack filled unexpired term of Dawn Enoch 7/01; Eric Spears filled unexpired term of Donnie Just 7/01.  
Kermit Skinner filled unexpired term of the late Curtis Creech 6/02.  
DCBC eliminated seat for Cancer Support Group 7/1/02.  
Jody Crosswhite filled unexpired term of Trish Blackmon 12/02.  
Comm. Cheryl Byrd appointed to fill unexpired term of outgoing Comm. Geneva Perry 2/03.  
Margie Midgett appointed to fill unexpired term of Dell Collins 3/03.  
Doug Seay replaced Jeff Tack (OB Visitor Bureau) 6/03.  
Sandy Morrison apptd. to fill unexpired term of David Hoare 6/03.  
Pete Groom replaced Alex Risser 6/04; Pat Morrissey replaced Kermit Skinner, 6/04.  
Kenny Kee replaced Jimmy Perry 6/04; Megan Gregory replaced David Quidley 1/05.  
Robert Woodard apptd. to fill unexpired term of Doug Seay 2/05.  
Amy Etheridge apptd. to fill unexpired term of Kim Bailey 2/05.  
Ben Sproul apptd. to fill vacant OB Rest. Assoc. seat 4/05.  
Andy Szakos filled unexpired term of Sandy Morrison & Michelle Pharr filled unexpired term of  
Bob Woodard 3/06; Tim Shearin filled unexpired term of Pat Morrissey 4/06.  
David Kleinschuster apptd. to fill unexpired term of Amy Etheridge 6/06.  
Comm. Jack Shea apptd. to fill unexpired term of Cheryl Byrd 1/07.  
Amy Montgomery filled unexpired term of Gina Scarborough 9/11.  
Kristen Parrino filled vacant Hatteras Island seat 4/15.  
Apptd. Ginny Zdanski to fill vacant Public Human Service Agency seat 11/16.  
Apptd. Mandy Earnest to fill Human Services Sector seat 10/17.  
Alex Chandler appointed to replace John Winston, Jr. 6/18  
Chuck Lycett replaced Jay Burrus who retired 9/18; Jim Tobin replaced Jack Shea 1/19  
Mandy Earnst removed from list, never attended meetings per Don Cabana 1/19  
Mayte Hernandez-Beacham apptd. 10/19; Maria Heifferon resigned 10/19  
George Carver, Jr. apptd. 12/19  
Lorenzo Foster and Amanda Hooper apptd. 2/21

**REVISED 10/21**

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1<sup>st</sup> choice Library Board

2<sup>nd</sup> choice Transportation

3<sup>rd</sup> choice \_\_\_\_\_

Name Kathryn Fagan

Address 115 Airport Rd. PO Box 44 (mailing)

City/State/Zip Manteo, NC 27954

Email Address kpfagan45@gmail.com

Telephone Home: 2529470211

Business: \_\_\_\_\_

Resident of Dare County:  yes  no

Occupation: Attorney

Business Address: \_\_\_\_\_

Educational background:

Bachelor of Arts

Juris Doctorate

Business and civic experience and skills:

Various Bar activities, League of Women voters, on the Board of Governors

for the Elizabethan Gardens, Representing business clients such as hotels.

Other Boards/Committees/Commissions on which you presently serve:

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REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
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I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: \_\_\_\_\_ Signature of applicant: \_\_\_\_\_

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FOR OFFICE USE ONLY:

Date received: 4-8-19

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Albemarle Region Resource & Development

2<sup>nd</sup> choice Library

3<sup>rd</sup> choice Transportation

Name Maggie May

Address 109 E Sir Walter Raleigh Dr, KCDH

City/State/Zip \_\_\_\_\_

Email Address cmmay2@ncsu.edu

Telephone Home: ~~(828) 773-6704~~ (252) 489-9945

Business: \_\_\_\_\_

Resident of Dare County:  yes  no

Occupation: Professor

Business Address: \_\_\_\_\_

Educational background:

NC state, university, EdD

Appstate, Masters

Business and civic experience and skills:

Attached

Other Boards/Committees/Commissions on which you presently serve:

Attached

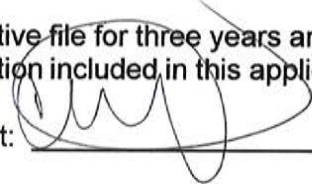
REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
<u>Attached</u>			

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 8/11/2020

Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 8/2020



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** Juvenile Crime Prevention Council (JCPC)

**2nd Choice** Health and Human Services Board

**3rd Choice** Transportation Advisory Board

**Name** Stephanie Webb

**Address** 3808 Palmer Drive

**City/State/Zip** Unit A

**Email** stephanie.webb@trilliumnc.gov

**Personal Phone** (336)935-6613

**Business Phone**

**Business Address** 201 W 1st Street Greenville, NC 27858

**Occupation** System of Care Coordinator

**Dare County**  YES

**Resident**  NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background** Master of Social Work  
LCSW-A

**Business and civic experience and skills** My career has been within the social work profession for over 8 years. I have had the opportunity to provide service to Community Health centers, Non-Profits, local Department of Social Services, local Mental Health and Substance Use Agencies and Long Term Care facilities. I have had the opportunity to engage with multiple counties in Eastern NC such as Wilson, Pitt, Beaufort, Lenoir, Greene and Craven county.

**Other boards, Committees, Commissions on which you presently serve** Beaufort County JCPC  
Dare County Child Collaborative  
Beaufort County Child Collaborative  
Hyde County Child Collaborative  
Beaufort County Mental Health Task Force

## REFERENCE #1

**Name** Dave Peterson

**Business** Trillium Health Resource

**Address** 201 W 1st Street Greenville, NC

**Phone** (252)320-4385

**REFERENCE #2**

**Name** Susan Hall  
**Business** Trillium Health Resources  
**Address** 201 W 1st Street Greenville, NC  
**Phone** (252)751-8583

**REFERENCE #3**

**Name** Raven Walker  
**Business** Guilford County Schools  
**Address**  
**Phone** (336)501-1784

**Signature** I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

*Stephanie BAMA (MS/PA, LCSW) CA*

**Date** 2/23/2022

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Library Board

2<sup>nd</sup> choice Transportation Advisory Board

3<sup>rd</sup> choice Zoning Board of Adjustment

Name Jo A. Wilson-Harfst

Address 1723 Virginia Ave.

City/State/Zip Kill Devil Hills, NC 27948

Email Address joannharfst@gmail.com

Telephone Home: 804-384-1584

Business: NA

Resident of Dare County:  yes  no

Occupation: retired

Business Address: \_\_\_\_\_

Educational background:  
MPA - Pub. Admin., BA - Sociology  
SPHR - Human Res. certification

Business and civic experience and skills:  
Served as local director of Social Services in Mathews Co. VA 17 years. Was Eastern Reg. Dir. of Social Services in VA 4 years. Was program Dir. for VA chapter March of Dimes 4 years. Have served on numerous family services boards over the years and on board of a local charitable foundation for 6-8 yrs.



Other Boards/Committees/Commissions on which you presently serve:

\_\_\_\_\_  
\_\_\_\_\_

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Kimberly Irvine	Administrator	906 Marlbank Dr. Yorktown VA	757-272-6028
Janine Sewell	retired Admin.	P.O. Box 41 Avon, NC 27915	540-376-2358
Gail Davidson	Child Protective Ser. Consultant	417 Fishermans Rd. Norfolk, VA	757-288-8384

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 10/10/2020 Signature of applicant: *Janine Hopt*

FOR OFFICE USE ONLY:

Date received: 10/13/2020



*Parks and Recreation Advisory Council*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

**PARKS AND RECREATION ADVISORY COUNCIL**

**(Three Year Term)**

**The Parks and Recreation Advisory Council reviews and advises the Parks and Recreation Department in its efforts to promote, organize, plan and coordinate activities and programs for youth and adults in Dare County.**

**George Berry's terms expires this month.**

**(Current term: 3/19 – 3/22)**

**Kelli Harmon has resigned**

**(Current term: 8/21 – 8/24)**

**The Council recommends George Berry be reappointed for another term and Thomas Floyd for appointment to fill the term of Kelli Harmon**

**Applications have been received from:**

John Cook, Thomas Floyd, Lorenzo Foster, Scott Garber, Scott Morton, Cindy Perry,  
Cheri Peele, Isaac Simonsen and Megan Vayette

Other Members: See attached list

**PARKS AND RECREATION ADVISORY COUNCIL**

(Three Year Term)

This Advisory Council reviews and advises Parks and Recreation in its efforts to promote, organize, plan, and coordinate activities and programs for youth and adults in Dare County.

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Anita Bills P.O. Box 608 Frisco, NC 27936 995-7892(H), 202-1412(O)	7-24	Apptd. 7/11 Reapptd. 7/14, 18, 8/ 21
Willer Spencer P.O. Box 1495 Manteo, NC 27954 256-2880	7-24	Apptd. 7/15 Reapptd. 7/18, 8/21
Amanda Hooper Walters 1202 9 <sup>th</sup> Avenue Kill Devil Hills, NC 27948 202-9923 <a href="mailto:Manda.hooper@icloud.com">Manda.hooper@icloud.com</a>	7-24	Apptd. 7/18, 8/21
Missy McPherson 119 Margaret Court Manteo, NC 27954 473-6831 (H) 216-6831 (C)	12-23	Apptd. 7/16 Reapptd, 12/17, 12/20
Helen Furr 305 Soundview Drive Kill Devil Hills, NC 27948 441-4590(H), 449-4444(O)	7-24	Apptd. 8/21
George Barr 107 N. Budleigh Street PO Box 564 Manteo, NC 27954 <a href="mailto:sailcamaraderie@yahoo.com">sailcamaraderie@yahoo.com</a> 804-387-4995	7-24	Apptd. 8/18, 21
Deon Simmons 222 Brakewood Dr. Manteo, NC 27954 475-1627 (H), 202-9737 (O)	7-22	Apptd. 7/13 Reapptd. 7/16,19
<b>George Berry</b> 238 N. Dogwood Trail Southern Shores, NC 27949 261-1278 (H) 703-473-0528 (O)	<b>3-22</b>	<b>Apptd. 7/16</b> Reapptd. 3/19
Robert Parrish 4416 Seascape Drive Kitty Hawk, NC 27949 252-333-9476 <a href="mailto:Robert@parrishinsure.com">Robert@parrishinsure.com</a>	7-24	Apptd. 7/18 Reapptd. 8/21

Eddie Twyne 7-24 Apptd. 7/15  
P.O. Box 11 Reaptd. 7/18, 8/21  
Manteo, NC 27954  
305-2291

Stephanie J. Harkness-Moxley 7-24 Apptd. 7/18  
152 Brakewood Road Reaptd. 8/21  
Manteo, NC 27954  
843-540-2358(C), 573-8248(O)  
[smoxley@madriver.com](mailto:smoxley@madriver.com)

**Kelli Harmon 7-24 Apptd. 7/15**  
723 Pirates Way Reaptd. 7/18, 8/21  
Manteo, NC 27954  
910-286-1660

Ervin Bateman Apptd. 1/19  
4148 Poor Ridge Road  
PO Box 1127  
Kitty Hawk, NC 27949  
[ervin.bateman@darenc.com](mailto:ervin.bateman@darenc.com)  
252-216-1526

Justin Bateman 8-22 Apptd. 8/19  
72 Cudworth Cemetery Rd  
Wanchese, NC 27981  
252-256-3252  
[Justin@wcms.com](mailto:Justin@wcms.com)

B. Allen Poole 8-22 Apptd. 8/19  
120 Roanoke Trail  
Manteo, NC 27954  
252-473-5421  
[allenobx@aol.com](mailto:allenobx@aol.com)

**NOTES:**

**MEETING INFO:** Every other month beginning in January  
Meets at KDH Rec. Park, 8:00 a.m.  
Meets once a year at the Dare Center, 11:30 a.m.  
Meets once a year at the Fessenden Center, 11:30 a.m.

**CONTACT INFO:** Tim White, Public Services Director  
252-475-5910

**MEMBERS COMPENSATED: No**

Bob Wells replaced Steve Evans 2/90.

Ray Hollowell replaced Andy Meekins 2/90; Peg Casey replaced Mike Leffler 2/90.

Jake McCleese replaced Peg Casey.

**On October 21, 1991, DCBOC moved to have a seven member board.**

Lisa Wheless replaced Glenn Lucas 3/92.

David Stowe replaced Carol Anderson 6/93.

**Advisory Council was enlarged from 7 members to 13 members July 19, 1993.**

Bill Walker replaced Jake McCleese and Ollie Jarvis filled unexpired term of David Stowe 11/94.

Rex Simpson filled unexpired term of Lisa Wheless 11/94.

Tim White replaced Ollie Jarvis and Bobby Outten replaced Karolyn Quidley 7/95.  
**DCBOC increased membership from 13 to 14 8/7/95.**  
Ollie Jarvis reapptd. For 1 year.; Andy Ward filled unexpired term of Ron Bennett 10/95.  
Jeff Absher replaced Tim White 7/96; Kyle O'Neal replaced Belinda Willis 4/98.  
Mitchell Bateman replaced Rex Simpson 8/98; Dan Ottavio filled term of Debi DesRoches 4/99.  
Mike France filled term of Ray Hollowell 4/99; Wilhelmina McCleave filled term of Mary Pendill 4/99.  
Bo Taylor and Jeff Absher will be replaced in September 1999.  
Susan Boncek replaced Bo Taylor 12/99; Charlena Davenport replaced Jeff Absher 12/99.  
Ray Evans fill unexpired term of Wilhelmina McCleave 12/99.  
Timmy Midgett replaced Andy Ward 10/00.  
Mel Covey apptd. To fill unexpired term of Kyle O'Neal 12/01.  
Samantha DeLucia appointed to fill unexpired term of Bobby Outten 5/02.  
Crystal Blackmon replaced Charlena Davenport 11/02.  
Ben Whitehurst apptd. to fill unexpired term of Mike France 1/04.  
Jimmy P. Brown fill term of Ray Evans 4/04; Allen Forman apptd. to fill term of Bill Walker 11/04.  
Bob Sanders replaced Robert Wells; and Kelletha Govan replaced Kathy Burrus 7/05.  
Ralph Horne replaced Ben Whitehurst and Ed Futtrell replaced Dan Ottavio 7/05.  
Tim Cafferty filled unexpired term of Al Forman & Ronnie Roach replaced Samantha DeLucia 6/06.  
Kathy Winstead filled unexpired term of Bob Saunders 11/07; April Oden replaced Ollie Jarvis 10/08.  
Mel Covey moved to a northern beach representative & filled unexpired term of Ronnie Roach.  
Susan Gray filled unexpired term of Mel Covey 10/08; Scott Midgette replaced Pete Hunter 7/09.  
Anita Bills replaced April Oden and Tod Clissold replaced Ed Futrell 7/11.  
Melinda Maher replaced Ralph Horne (deceased) 7/11.  
Jack Painter replaced Crystal Blackmon 4/12; Mel Covey resigned 7/12.  
Eddie Twyne replaced Timmy Midgett and Willer Spencer filled vacancy (Tod Clissold) 7/15.  
Kelli Harmon filled vacancy (Mel Covey) 7/15.  
Missy McPherson appointed to fill vacant seat last held by Susan Boncek 7/16.  
George Berry appointed to fill vacant seat last held by Susan Gray 7/16.  
Melinda Maher resigned 12/16; Jack Painter resigned 1/17.  
Chairman Woodard appointed Danny Couch as Commissioner Appointee 2/20/17  
Jimmy Brown passed away 1/18  
Kathy Winstead remarried, her name changed to Kathy Carden 6/18  
Robert Parrish replaced Scott Midgette, Stephanie J. Harkness-Moxley replaced  
Keletta Govan, Amanda Hooper Walters filled a vacancy 7/18  
George Barr appointed 8/18; Tim Cafferty did not wish to be reappointed, the Board will wait to  
receive a recommendation from staff before filling Mr. Cafferty's seat.  
Ervin Bateman replaced Danny Couch 1/19;  
B. Allen Poole and Justin Bateman apptd. 8/19; Missy McPherson reapptd. 12/20.  
Helen Furr appointed to fill vacancy left by Kathy Carden 8/21.

**REVISED 09/21**

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Parks and Rec Board

2<sup>nd</sup> choice Planning Board

3<sup>rd</sup> choice Wildlife Board

Name John Cook

Address 109 Brakewood Rd

City/State/Zip Manteo, NC 27954

Email Address foresterjc@gmail.com

Telephone Home: 305-8122

Business: 252-542-0119

Resident of Dare County:  yes  no

Occupation: Forest Ranger - State of NC

Business Address: \_\_\_\_\_

Educational background:

BS Natural Resources, Masters in Forestry, NCSU

Business and civic experience and skills:

6+ years Dare Youth Sports Coaching

experienced in Environmental Education

Other Boards/Committees/Commissions on which you presently serve:

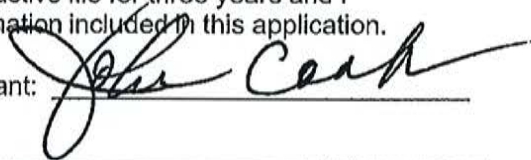
\_\_\_\_\_  
\_\_\_\_\_

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Dean Tolson	- clerk court	- 2167114	
Bob Peele	- Wanchese Industrial Park	4735867	
Boone Vandzura	- NPS Park Ranger	4758307	

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 4/5/2019 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 4-5-19





# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

---

**1st Choice** Parks and Recreation Advisory Council

**2nd Choice**

**3rd Choice**

**Name** Thommy Floyd

**Address** 2804 S Pamlico Ave

**City/State/Zip** Nags Head, NC 27959

**Email** thommy.floyd@gmail.com

**Personal Phone** (252)216-7300

**Business Phone** (252)473-2131

**Business Address** 209 Sir Walter Raleigh St

**Occupation** Sales/Warehouse Delivery Manager

**Dare County Resident**  YES  
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background** My highest level of education is a Bachelor of science degree from NC State University in Parks, Recreation, and Tourism Management. I also have a minor in Business Management.

**Business and civic experience and skills** Throughout my time in school I volunteered at numerous after school programs where I ran physical education classes for underprivileged youth. I've also coached high school girls basketball in the past. I gained valuable experience in multiple areas such as scheduling, coordinating programs, and time management to name a few.

**Other boards, Committees, Commissions on which you presently serve** None

## REFERENCE #1

**Name** Ken Daniels

**Business** Manteo Furniture Co

**Address** 209 Sir Walter Raleigh St

**Phone** (252)473-2131

**REFERENCE #2**

**Name** Ty Beasley  
**Business** Manteo Furniture Co  
**Address** 209 Sir Walter Raleigh St  
**Phone** (252)216-8738

**REFERENCE #3**

**Name** Tom Thomas  
**Business** NC Ferry Systems  
**Address**  
**Phone** (252)216-8176

**Signature** I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

*THOMMY FLOYD*

**Date** 10/19/2021

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Cheryl Anby, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to cheryl.anby@darenc.com

Advisory Board or Committee interested in:

1<sup>st</sup> choice TRANSPORTATION ADVISORY BOARD

2<sup>nd</sup> choice PARKS AND RECREATION ADVISORY COUNCIL

3<sup>rd</sup> choice TOURISM BOARD

Name LORENZO FOSTER

Address 705 SWAN STREET

City/State/Zip KILL DEVIL HILLS, NC 27948

Email Address inz02000@gmail.com

Telephone Home: 267-246-3886

Business: N/A

Resident of Dare County:  yes  no

Occupation: RETIRED

Business Address: N/A

Educational background:

High school / some college

Business and civic experience and skills:

RETIRED STATE CORRECTIONS POLICE SERGEANT / (POST/DISTRICT) VFW COMMANDER  
(ZONING BOARD VICE / ACTING PRESIDENT) / FRATERNAL ORDER OF EAGLES (TRUSTEE)

Other Boards/Committees/Commissions on which you presently serve:

N/A

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
<u>BRIBETTE PAGANO</u>		<u>NAGS HEAD, NC</u>	<u>(304) 839-6044</u>
<u>ALICE DISOMMA</u>		<u>KILL DEVIL HILLS, NC</u>	<u>(252) 207-3199</u>
<u>JOHN EDWARD SNYDER</u>		<u>KILL DEVIL HILLS, NC</u>	<u>(804) 720-6302</u>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: SEPT 20, 2020 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 9/23/2020

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Park & Recreation Advisory Council

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name Scott Garber

Address 211 Sunset Drive

City/State/Zip KDH, NC 27948

Email Address scottgarber@gmail.com

Telephone Home: 252-423-8512

Business: \_\_\_\_\_

Resident of Dare County:  yes  no

Occupation: Retired (work in Broadcast Media)

Business Address: \_\_\_\_\_

Educational background:  
HS - College - Sports - played Basketball  
Football - Track - Softball

Business and civic experience and skills:  
Ambassador - USAPA Pickleball Assoc.  
Umpire HS / College Basketball - Baseball  
Referee

Other Boards/Committees/Commissions on which you presently serve:

HOA - Property Mgr - Treasure

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
<u>Tim White</u>	<u>DC Park &amp; Rec</u>		<u>252-475-5916</u>
<u>Ann Wellham</u>		<u>Kitty Hawk</u>	<u>301-501-0110</u>
<u>George Barr</u>		<u>Manteo</u>	<u>804-387-4995</u>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 5-3-21 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 5/3/21

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice DEPT OF PARKS & REC. ADV. COUNCIL

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name SCOTT MORTON

Address 1607 HARBOUR VIEW DR

City/State/Zip KDH, NC 27948

Email Address sfm0098@yahoo.com

Telephone Home: 610 392 9363 cell

Business: \_\_\_\_\_

Resident of Dare County:  yes  no

Occupation: RETIRED - PROJECT MANAGER

Business Address: N/A

Educational background:

B.S. CHEMICAL ENGINEERING

Business and civic experience and skills:

- 1) 30 yrs MANAGING & ESTIMATING INDUSTRIAL PROJECT
- 2) LEADER OF VARIOUS RECREATIONAL CLUBS & ORGANIZATIONS

Other Boards/Committees/Commissions on which you presently serve:

COLINGTON YACHT CLUB PAST COMMODORE

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REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
GREG FLORENCE	PRINCIPAL	1402 HARBOUR VIEW DR KDH NC 27948	252-489-1238
DAVE NEEDHAM	MEDICAL SALES ATHLETIC DIRECTOR	146 CROOKED BACK LOOP SOUTHERN SHORES PO BOX 1001	252-599-2713
ANN WELHAM	DEAN OF MARKETING	KITTY HAWK 27949	301-501-0110

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 5/18/21 Signature of applicant: [Signature]

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FOR OFFICE USE ONLY:

Date received: 5/19/21





# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** Parks and Recreation Advisory Council

**2nd Choice** Tourism Board

**3rd Choice** Dare County Center Advisory Board

**Name** Cindy Perry

**Address** PO Box 2441

**City/State/Zip** Kitty Hawk NC 27949

**Email** c.cindy18@gmail.com

**Personal Phone** (252)202-3458

**Business Phone**

**Business Address**

**Occupation** Community Coordinator, Albemarle Adult Local League Coordinator

**Dare County Resident**  YES  
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background** I graduated from Nansemond Suffolk Academy in 1985. Afterwards, I pursued Business Management and Marketing at Elon College. Then, I graduated from Hicks Academy of Beauty in Norfolk, Va in 1990. In 2013, I became involved with USTA to further my skills in Tournament Directing and Coordinating Adult\Jr Tournaments and Leagues. This provided me the opportunity to attend conferences and classes to facilitate community based programs.

**Business and civic experience and skills** I hold a License of cosmetology in both Virginia and North Carolina. I have operated as an independent contractor and worked from the same business for over 18 years. This provided me the opportunity to work closely with people on a daily basis. As a trained USTA Tournament Director and USTA Local League Coordinator which provides me with the knowledge and tools to assist the community with sports and recreational activities.

**Other boards, Committees, Commissions on which you presently serve** I currently serve as Community Coordinator on the board of Outer Banks Tennis Association and the committee for Special Abilities Tennis 2019-2021 and the Charity Tournament for Love to Remember, 2021.

## REFERENCE #1

**Name** Charlotte Midgett-Winstead

**Business** Leisure services supervisor for northern beach division

**Address** 602 Mustain St, Kill Devil Hills

**Phone** (252)473-8001

**REFERENCE #2**

**Name** Monica Thibodeau

**Business** Carolina Designs

**Address**

**Phone** (252)202-7739

**REFERENCE #3**

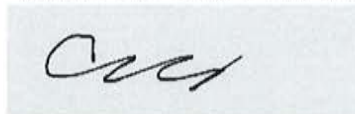
**Name** Kate Heggie

**Business** Pine Island Racquet Fitness

**Address**

**Phone** (252)423-0934

**Signature** I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.



**Date** 10/18/2021



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** College of the Albemarle Board of Trustees

**2nd Choice** Health and Human Services Board

**3rd Choice** Parks and Recreation Advisory Council

**Name** Cheri L Peele

**Address** 700 Skipjack Lane

**City/State/Zip** G-10

**Email** peele290@gmail.com

**Personal Phone** (252)473-8192

**Business Phone**

**Business Address** 528 NC Hwy 343 North

**Occupation** Therapist

**Dare County Resident**  YES

NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background** Master of Education from the College of William and Mary with a concentration in Community Counseling. Substance Abuse provider education also completed. Undergraduate degree in Psychology was also obtained from the College of William and Mary.

**Business and civic experience and skills** Worked with Dare County Cooperative Extension with At-Risk Youth. I have also worked for Dare County as a therapist implementing their Substance Abuse at New Horizons. I was in private practice offering Mental Health and Substance Abuse services on the Outer Banks. In private practice, I did see clients from Dare County government and the Town of Nags Head.

**Other boards, Committees, Commissions on which you presently serve** Founding member of Outer Banks Mommy and Me. I currently am a board member of emeritus.

## REFERENCE #1

**Name** Ronald Bradshaw

**Business** Currents Construction, Inc

**Address** 528 NC Hwy 343 North

**Phone** (757)650-9926

**REFERENCE #2**

**Name** Thea Crane O'Neil

**Business**

**Address** Martins Point, Kitty Hawk

**Phone** (252)207-1771

**REFERENCE #3**

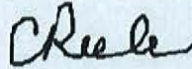
**Name** Sarah Palmer

**Business**

**Address** Sligo, NC

**Phone** (757)672-6748

**Signature** I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

A handwritten signature in black ink, appearing to read 'Thea Crane', is written on a light blue rectangular background.

**Date** 2/11/2022

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Health & Human Services Board

2<sup>nd</sup> choice Parks & Recreation Advisory Council

3<sup>rd</sup> choice ~~Equalization & Review Board~~ Older Adult Services Advisory Council

Name Isaac Simonsen

Address 1036 George Daniels Rd

City/State/Zip Manteo, NC 27954

Email Address mr.isaacsimonsen@gmail.com

Telephone Home: 252-333-6986

Business: \_\_\_\_\_

Resident of Dare County:  yes  no

Occupation: Personal Property Appraiser

Business Address: 962 Marshall Collins Pr., Manteo NC 27954

Educational background:  
Bachelors - Psychology

East Carolina University

Business and civic experience and skills:

Health & Mental Health Manager for Early Head Start

Manager @ a Community Action Agency

Worked for the Autism Society of NC

Other Boards/Committees/Commissions on which you presently serve:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying:

Name	Business/Occupation	Address	Telephone
Brad Williams	Pastor, Bethany Methodist	137 Old Woot Rd, Warehese	252-675-88
Darin Wilder Edgar	EHS Director	712 Virginia Rd, Edenton	804 852 7197
Barnes	District Court Judge	962 Marshall Collins Dr	252 305 9397

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: August 14<sup>th</sup>, 2020 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 8/14/2020

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1<sup>st</sup> choice Parks & Recs Advisory Council

2<sup>nd</sup> choice Fessenden Center Advisory Board

3<sup>rd</sup> choice \_\_\_\_\_

Name Megan P. Vayette

Address 47520 Lost Tree Tr. PO Box 1257

City/State/Zip Buxton, NC 27920

Email Address mvayette@gmail.com

Telephone cell 252-216-7176

Business: \_\_\_\_\_

Resident of Dare County:  yes  no

Occupation: territory manager -

Business Address: US Foods 1500 NC Hwy Zebulon NC 27597

Educational background:

Degree in restaurant management/culinary arts

Business and civic experience and skills:

PTO president-current CHES

Girl scout leader 2017-present

Our Lady of the Seas-parish council

Hatteras Island Angel Tree coordinator 2007-2010

Other Boards/Committees/Commissions on which you presently serve:

\_\_\_\_\_  
\_\_\_\_\_

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Jean Louise Dixon	attorney		252-996-0182
Danny Couch	county commissioner		252-475-4477
Kristin Day	A&B carpet		252-475-0048

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 4/29/21 Signature of applicant: Morgan P. Yvette

FOR OFFICE USE ONLY:

Date received: 5/4/2021





*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.**

### **April, 2022**

**Airport Authority** -- 1 term expiring

### **May, 2022**

**Veterans Advisory Council** -- 1 term expiring

**Working Watermen Commission** -- 2 terms expiring

**Zoning Board of Adjustment** – Dare County – 1 term expiring

### **June, 2022**

**Fessenden Center Advisory Board** – 5 terms expiring

**Hatteras Community Center Board** – 2 terms expiring

**Juvenile Crime Prevention Council** – 5 terms expiring

**Library Board – Dare** – 1 term expiring

**Manns Harbor Community Center Board** – 2 terms expiring

**Roanoke Island Community Center Board** – 3 terms expiring

**Rodanthe, Waves, Salvo Community Center Board** – 1 term expiring

**Transportation Advisory Board** – 5 terms expiring

**Waterways Commission** – 4 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 (Please see Board of Commissioners under Advisory Boards and Committees for link)

**Cheryl C. Anby, Clerk to the Board at 475-5700**



*Commissioners' Business & Manager's/Attorney's Business*

**Description**

Remarks and items to be presented by Commissioners and the County Manager.

**Board Action Requested**

Consider items presented

**Item Presenter**

Robert Outten, County Manager



*Closed Session*

**Description**

Closed Session pursuant to:  
NCGS 143-318.11(a)(3) to consult with the attorney in order to preserve the attorney-client privilege relative to Blackburn v. Dare County and to approve the minutes of the last Closed Session.

**Board Action Requested**

Approve Closed Session

**Item Presenter**

Robert Outten, County Manager