



COUNTY OF DARE
PO Box 1000, MANTEO, NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

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

Monday, November 06, 2023

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

AGENDA

- 9:00 AM** **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Service Pins
- ITEM 3** Employee of the Month - November
- ITEM 4** Public Comments
- ITEM 5** **Public Hearing - Zoning Map & Text Amendment -Martins Point Commercial District**
- ITEM 6** **Public Hearing - Dare County Ordinances S-15**
- ITEM 7** Certificate of Achievement for Excellence in Financial Reporting
- ITEM 8** Dare County Tourism Board Request Consent Expenditure from Restricted Fund Line
Item 4999: Tourism Impact Grant
- ITEM 9** Request to Amend Ordinance 91.056 Redemption; Adoption
- ITEM 10** Kenrick Albaugh Storage Warehouse Group Development--Special Use Permit #6-2023
- ITEM 11** A Request to Close a Portion of the G A Kohler Court Right-of-Way
- ITEM 12** Amendment to Dredge Contract
- ITEM 13** Capital Project Ordinance Amendment
- ITEM 14** EMS Station #1 Change Order Proposal
- ITEM 15** **Consent Agenda**
1. Approval of Minutes
 2. Tax Collector's Report
 3. Schedule of Meeting Dates for 2024
 4. Brightspeed Contract for Internet and Networks services
 5. Late Applications for Property Tax Exemptions - 2023

6. Service agreement with Maximus US Services, Inc.
7. Resolution for the Conveyance of Surplus Property
8. Budget Amendment for Dredge Loan Forgiveness
9. Budget Amendment for State and Local Cybersecurity Grant Program
10. Opioid Settlement Funds Resolution
11. DHHS - Public Health Charles W Gaddy & Lucy Finch Gaddy Endowment Fund NC Community Foundation
12. DocRouter Plus User Agreement - Register of Deeds

ITEM 16 Board Appointments

1. Commission for Working Watermen
2. Upcoming Board Appointments

ITEM 17 Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 9:00 A.M. ON DECEMBER 4TH.



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 - November, 2023

Description

Service pins for the month of November 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



Public Hearing on a Zoning Map and Text Amendment--Martins Point Commercial District

Description

The Town of Southern Shores voted on October 3, 2023 to relinquish their Extra Territorial Jurisdiction (ETJ) of the 10 Martins Point Commercial (MP-C) properties to Dare County. This transfer would place these properties under Dare County regulation for Planning, and zoning purposes. As part of this process Dare County must review and process proposals to adopt development regulations (zoning ordinance) that would apply in the newly acquired jurisdiction.

Board Action Requested

Conduct a Public Hearing, and favorable action on the Zoning Map and Zoning regulations for the Martins Point Commercial District.

Item Presenter

Noah H Gillam, Planning Director

October 12, 2023

MEMORANDUM

TO: DARE COUNTY BOARD OF COMMISSIONERS

FROM: Noah H Gillam, Planning Director

RE: Dare County to receive Martins Point Commercial lots from Town of Southern Shores

The Town of Southern Shores voted on October 3, 2023 to relinquish their Extra Territorial Jurisdiction (ETJ) of the 10 Martins Point Commercial (MP-C) properties to Dare County. This transfer would place these properties under Dare County regulation for Planning, and zoning purposes. As part of this process Dare County must review and process proposals to adopt development regulations (zoning ordinance) that would apply in the newly acquired jurisdiction.

The Dare County Planning Board reviewed the proposed zoning map and zoning regulations for the MP-C at their September 5, 2023 meeting. The Planning Board found the proposed zoning map and associated zoning regulations to be consistent with the 2009 Dare County Land Use Plan. General Statute 160D-204 allows a county receiving a jurisdiction to begin this process before the transfer takes place but no final decisions shall be made on any development approval prior to the actual transfer of jurisdiction.

The Draft Ordinance for the Martin's Point Commercial district offers a list of uses that are reflective of the current uses that are afforded these properties under Southern Shores, and are reflective of the current uses in the Dare County zoning ordinance for similar commercial properties. Dare County Planning Staff in review of the Southern Shore ordinance for the MP-C district found that the current ordinance could be amended for Dare County with several amendments that would make the new draft ordinance consistent with the already established commercial districts in Dare County and the recorded plat for the Martin's Point Commercial lots. The changes would include mixed used development as a permitted use (commercial and residential on the same parcel), and changes to the buffer requirement on rear property lines. A draft copy of the proposed MP-C ordinance is attached for the boards review.

All 10 properties in Martins Point Commercial district are currently developed. The current uses included doctors' offices, real estate offices, insurance offices, veterinarian clinic, child care facility, and a garden center.

During the Planning Board review they found that the proposed map amendment and associated zoning regulations were consistent with Land Use Compatibility polices #5 and #6. These Land Use Plan policies are attached to this memo for the Boards review.

As with any proposed zoning regulation or change the Board of Commissioners shall conduct a legislative public hearing to receive input from citizens on the proposed regulations. At the close of the hearing the Board shall be in a position to act on the regulations. Any favorable action by the Board must include a finding of consistency and reasonableness. A statement of this finding is included with this memo.

Draft Motion: "I move that the Martins Point Commercial Zoning Map and Martins Point Commercial Zoning district regulations be adopted as recommended by the Planning Board. A finding of consistency and reasonableness is adopted as part of this motion."

Section 22-17.2 - MP-C NEIGHBORHOOD COMMERCIAL DISTRICT

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

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

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

(1) Offices, including such uses as:

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

(2) Retail stores, including such uses as:

- a. Antiques.
- b. Books.
- c. Cameras.
- d. Candy.
- e. Clothing.
- f. Craft goods.
- g. Delicatessens.
- h. Dry goods.
- i. Drugs.
- j. Flowers.
- k. Food stores.
- l. Gifts.
- m. Hardware.
- n. Health and Beauty Aids.
- o. Hobby goods.
- p. Household appliances.
- q. Jewelry.
- r. Leather goods.
- s. Magazines.
- t. Medical Supplies.
- u. Music and musical instruments.
- v. Office supplies.
- w. Sporting goods.
- x. Tobacco.
- y. Toys.
- z. Video Rentals.
- aa. Wines

(3) Service establishments, including such uses as:

- a. Banks.

- b. Barbershops and beauty shops.
- c. Business service—copying, photocopying and computer services.
- d. Churches.
- e. Dry cleaning and laundry pickup stations.
- f. Funeral homes.
- g. Indoor motion picture theaters.
- h. Pharmacy without a drive-through facility.
- i. Radio and television broadcasting studios (excluding transmitter sites).
- j. Shoe Repair.

(4) Limited residential, where up to 40% of the floor area of an approved commercial building may be devoted to residential use in conjunction with a commercial use allowed as a permitted or special use in the MP-C district.

(5) Detached single-family dwellings and accessory buildings, according to the density and dimensional requirements of the MP-1 residential district.

(6) Two-family (duplexes) dwellings, multifamily dwellings and accessory buildings, according to the density and dimensional requirements of the RS-8 Multi-Family Residential District.

(7) County owned or leased facilities.

(8) Event facilities - meaning an establishment, structure or property designed, maintained, advertised or actually used for the primary purpose of hosting pre-planned events, including, but not limited to, private parties, community meetings, weddings, rehearsal dinners, corporate meetings, retreats, sporting events, cultural events, musical events, celebrations, or similar events that are planned in advance of their occurrence.

a. Customer parking requirements for event facilities shall be one space for each 150 square feet of floor area;

b. A septic permit must be obtained from the county health department to accommodate the maximum number of attendees permitted.

c. Food preparation shall meet all local and state requirements.

d. All events in which alcohol is to be served shall not be held until an approved state ABC permit has been issued.

e. All events shall be in compliance with all Dare County requirements, including the County noise ordinance.

(9) Produce stands. The retail sale of fruits, vegetables, plants, and other agricultural and horticultural products subject to the following requirements:

a. All stands shall meet the yard requirements for the MP-C district;

b. No sales shall be conducted between 8:00 p.m. and 7:00 a.m.;

c. No additional lighting shall be allowed;

d. All stands shall comply with all applicable Dare County Health Department requirements and N.C. Department of Agriculture requirements;

e. Only one stand per lot shall be allowed;

f. When located on a lot with 50 or more existing parking spaces, no additional parking spaces will be required. When located on a lot with fewer than 50 existing parking spaces, a minimum of three off-street parking spaces shall be provided. When located on a vacant lot, parking spaces shall be provided on an adjacent lot with existing parking spaces that is under same ownership;

g. One freestanding sign not exceeding 32 square feet in area or six feet in height shall be allowed;

h. If applicable, a building and/or electrical permit shall be obtained;

i. The display, storage and/or sale area shall not impede vehicular or pedestrian traffic and parking;

j. On-site garbage or trash receptacles must be provided and properly maintained at all times.

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

(1) Commercial child care centers as defined in Section [22-2](#), subject to other requirements of this chapter and provided the following conditions are met:

a. The facility shall adhere to the minimum requirements of and be licensed by the State Department of Human Resources.

b. Pickup and drop-off areas shall be provided separate from the drive aisle. The pickup and drop-off areas shall be designed so that no child is required to cross the parking lot or any other traffic areas.

c. The operation of the facility shall not block traffic on the State Access Road or create other traffic issues.

d. Required parking requirements – 1 space for every 3 children plus 1 space for every employee. For facilities that were licensed at any time prior to November 6, 2023, the required parking requirements shall be 1 space for each classroom plus 1 space for each administrative office.

(2) Garden center/nursery, provided:

a. A ten-foot high solid fence must surround all storage areas for business vehicles, equipment and bulk storage.

b. All principal and accessory structures must conform to the building code (e.g., greenhouses) with no agricultural exceptions.

c. Outdoor plant displays (retail/nursery areas) access walks shall comply with site accessibility requirements of the building code (e.g., wheelchairs and motorized carts).

d. Required parking spaces and drive aisles shall be asphalt or concrete. Business vehicle and equipment parking and drive area shall be gravel or other dust free surface.

Customer parking requirements for outdoor retail display areas shall be one space for every 500 square feet of retail space.

(3) Group developments according to the provisions of Section [22-31](#).

(4) Restaurants without drive-thru facility.

(5) Veterinary clinic, provided that all boarding runs and kennels are in an enclosed, heated and air conditioned building.

(6) Wireless telecommunications sites in compliance with [Section 22.29.2](#).

(7) Wind generation facility in compliance with the requirements of [Section 22.29.3](#).

(d) Dimensional requirements.

(1) Minimum lot size: Commercial lots shall be of sufficient size to meet requirements of the Dare County Health Department, to provide adequate siting for structures, and to provide parking, loading and maneuvering space for vehicles as required by Article VII of this chapter. In addition, a Visual Buffer shall be established and maintained along the rear of any property adjacent a residential zone for any business established after November 6, 2023. The required buffer shall consist of a wooden or vinyl fence (6 to 8 feet in height) or a vegetative buffer at least 6 feet in height. In some instances, existing dense shrubs, trees, and plants may provide screening, with approval of the Dare County Planning Department. The Buffer Requirements shall not apply to lots 8, 9 & 10 on the subdivision plat for the Martin's Point Commercial Lots, which is recorded in Plat Cabinet B, Slides 74 & 75, Dare County Register of Deeds.

(2) Minimum front yard: 25 feet.

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

(4) Minimum rear yard: 20 feet.

(5) No structures are permitted within the 50 foot wide buffer zone that is shown on the subdivision plat for the Martin's Point Commercial Lots, which is recorded in Plat Cabinet B, Slides 74 & 75, Dare County Register of Deeds.

(6) Maximum allowable lot coverage by principal use and all accessory structures shall be 60 percent for commercial and mixed use.

(7) Height Limitation: 35 feet

(8) In the event a natural disaster or accidental occurrence leads to extensive damage (in excess of 50% value) of a structure or group development project in existence prior to November 6, 2023, such structure or group development may be repaired, replaced or reconstructed to 100% of its status prior to damage or destruction but no greater unless otherwise authorized by the Dare County Board of Commissioners

MARTIN'S POINT

COMMERCIAL LOTS

ATLANTIC TOWNSHIP, DARE COUNTY, NORTH CAROLINA

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owners of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish minimum building lines and dedicate all roads, alleys, walks, parks, and other sites to public or private use as noted. Further, I (we) certify that the land as shown hereon is within the planning jurisdiction of Dare County.

I (we) make as a material representation of fact to purchasers of property within this subdivision, and to governing authorities of Dare County, in accord with Section 721 of the Dare County Subdivision Regulations, that the road improvements proposed within this subdivision will be made.

DONOR
3/24/82
DATE
 BY: David S. Watson
 SECRETARY
 BY: Michael Riddick
 PRESIDENT

NOTARY CERTIFICATE
3/24/82
 Subscribed and sworn to before me this 24th day of March, 1982
 My commission expires 11/19/86



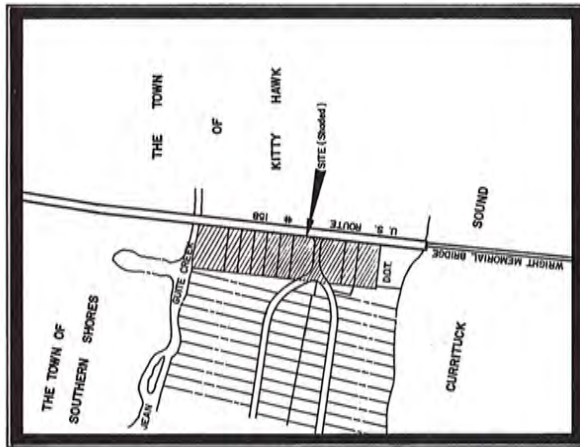
Thomas D. Midgett
 Notary

PLANNING DEPARTMENT

I hereby certify that the site as proposed in this map as proposed in this map of the subdivision entitled "MARTIN'S POINT COMMERCIAL LOTS" meet the requirements as to minimum area for an individual sewage disposal and water supply as provided by ordinance of the Dare County Board of Health. (Lots are evaluated separately as to topography, drainage, and soil porosity.)

NOTE:
 The streets and roads in this subdivision are private in accordance with North Carolina General Statute #136-102.6. Therefore, the Town of Southern Shores, Dare County and the North Carolina Department of Transportation will not be responsible for any street maintenance whatsoever.

APPROVED BY THE PLANNING BOARD
Robert W. Zost, Chairman of the Southern Shores Planning Board, hereby certifies that said board duly approved the final plat of the subdivision entitled "MARTIN'S POINT COMMERCIAL LOTS".
5 April 1982
 Date
Robert W. Zost
 Chairman



—LOCATION MAP—
 (N.T.S.)

OWNER: MARTIN'S POINT, INC.

THE TOWN OF SOUTHERN SHORES - CERTIFICATE OF APPROVAL FOR RECORDING PLAT

I, David S. Watson, Town Clerk of Southern Shores, North Carolina, do certify that on the 24th day of March, 1982, the Southern Shores Town Council approved this plat for recording.

David S. Watson
 Town Clerk

SURVEYORS' CERTIFICATE

I, H. F. Poynt, Jr., certify that this map was drawn under my supervision from an actual survey made under my supervision, that the error of closure as calculated by latitudes and departures is 1/10,000, that the boundaries not actually surveyed are shown as broken lines plotted from information found in existing records and that this map was prepared in accordance with G. S. 47-30 as amended.

Witness my hand and seal this 15th day of March, 1982.
Thomas F. Poynt, Jr.
 R.L.S. L-1508



NOTARY CERTIFICATE

Subscribed and sworn to before me this 15th day of March, 1982
 My commission expires 11/19/86

Thomas D. Midgett
 Notary



CERTIFICATE FOR RECORDING PLAT

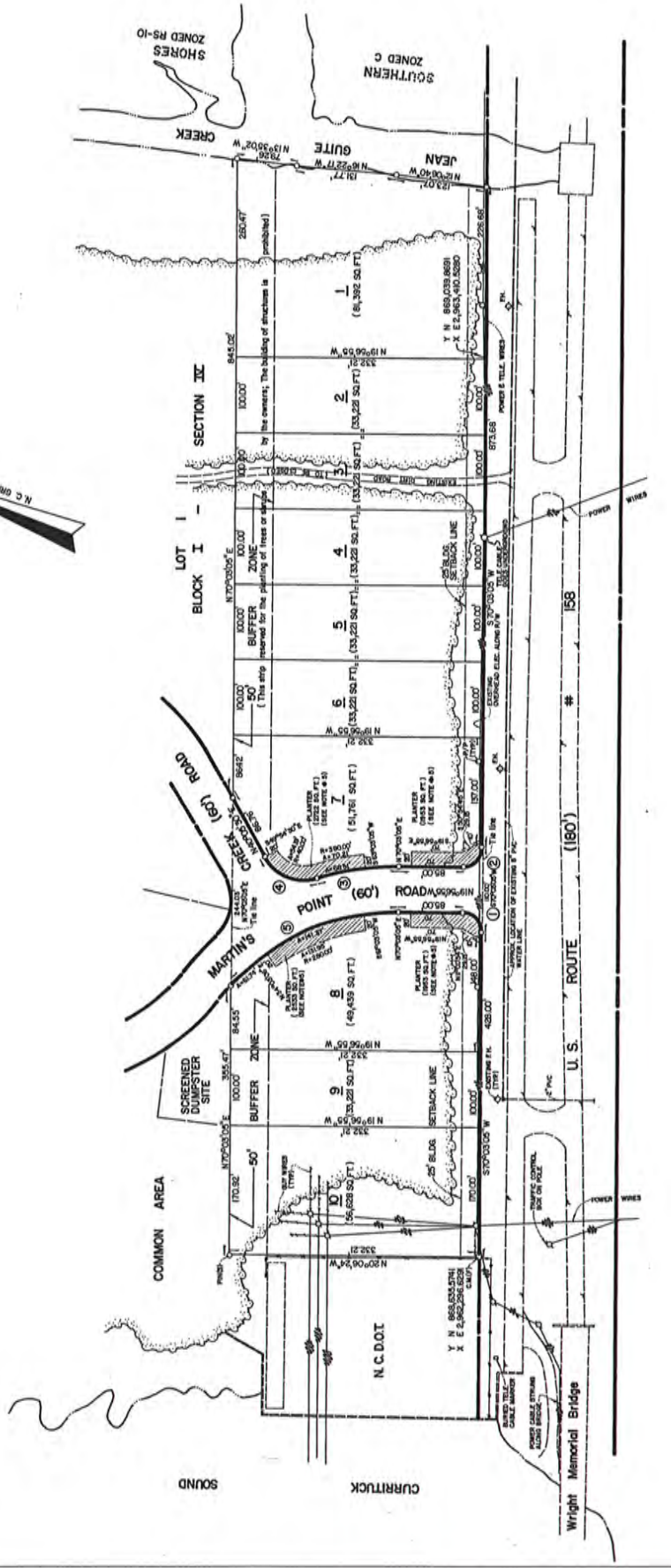
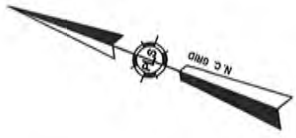
The foregoing certificates of Herndon E. Poynt, Jr., R.L.S., and Thomas D. Midgett, a Notary Public of Dare County, North Carolina, are certified to be correct, presented for registration this the 28 day of May, 1982, at 9:17 o'clock, A.M., and recorded in this office in Book 74 r 75 Page 56.

David H. Wise
 Register of Deeds

By Assistant Register of Deeds

— CURVE TABLE —

| No. | Delta | Radius | Arc | Tangent | Chord |
|-----|-----------|---------|---------|---------|---------|
| 1 | 90°00'00" | 25.00' | 39.27' | 25.00' | 35.36' |
| 2 | 90°00'00" | 25.00' | 39.27' | 25.00' | 35.36' |
| 3 | 17°35'08" | 360.00' | 10.90' | 65.67' | 10.06' |
| 4 | 17°35'08" | 60.00' | 8.29' | 48.26' | 7.52' |
| 5 | 47°47'28" | 300.00' | 250.25' | 192.90' | 243.04' |



- NOTES:
- TOTAL AREA OF SUBDIVISION EXCLUDING 5/8" x 438.548 SQ. FT. OR 1007 SQUARE FEET.
 - AREA OF R/W BETWEEN THE LINES 25'± SQ. FT. OR 0.6131 ACRE. (TO BE A PART OF MARTIN'S POINT, SECTION ONE)
 - CONCRETE MONUMENTS TO BE SET AT ALL ROADSIDE LOT CORNERS.
 - PROP. 20' BLDG. SETBACK ALONG 158, 15' SETBACK ALONG MARTIN'S POINT RD.
 - CONCRETE MONUMENTS TO BE SET AT ALL INTERIOR SIDE LOT LINES.
 - OWNER SHALL MAINTAIN AND BE RESPONSIBLE FOR THE REPAIR AND MAINTENANCE OF THE WRIGHT MEMORIAL BRIDGE.
 - POINT, INC. THESE ARE NEITHER A PART OF LOTS 7 AND 8 NOR A PART OF THIS SUBDIVISION.

SUBDIVISION
OF
MARTIN'S POINT COMMERCIAL LOTS
ATLANTIC TOWNSHIP, DADE COUNTY, NORTH CAROLINA
MARCH 15, 1982
SCALE: 1" = 100'
PROFESSIONAL LAND SERVICES, INC.
KITTY HAWK, NORTH CAROLINA
0 25 50 100 Feet
Graphic Scale

STATEMENT OF CONSISTENCY AND REASONABLENESS

On November 6, 2023, the Dare County Board of Commissioners considered a zoning map amendment and zoning text amendment on the 10 Martins Point Commercial Properties that were relinquished by Southern Shores on October 3, 2023. This relinquishment will place the 10 Martins Point Commercial Properties under Dare County regulation for Planning and Zoning Purposes.

The Dare County Planning Board reviewed the proposed zoning map amendment on September 5, 2023 pursuant to General Statute 160D-204 and voted to recommend favorable action on the amendments.

Section 22-86 of the Dare County Zoning Ordinance requires the Board of Commissioners to approve a statement of consistency and reasonableness with the Dare County Land Use Plan for any proposed zoning amendment.

The 2009 Dare County Land Use Plan is the comprehensive plan for unincorporated Dare County adopted by the Dare County Board of Commissioners on December 6, 2010.

A review of the Dare County Land Use Plan found the following policies to be applicable to the zoning map amendment:

Land Use Compatibility Management Topic

Policy LUC #5

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

Policy LUC #6

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

Based upon the recommendation of the Planning Board and review of the policy, the Dare County Board of Commissioners finds the proposed zoning map amendment to be consistent with the 2009 Dare County Land Use Plan since the amendment will offer a list of uses that are reflective of the current uses in the Dare County zoning ordinance for similar commercial properties.

The Board of Commissioners further acknowledges the intent of the Martins Point Commercial District is to provide for the proper grouping and development of commercial facilities to serve permanent and seasonal residents.

The Dare County Board of Commissioners hereby adopts the Martins Point Commercial zoning map and zoning regulations.



Public Hearing - Dare County Ordinances S-15

Description

American Legal Publishing Company has completed an update of the Dare County Code of Ordinances with all of the amendments adopted since January 2023. Although all of the amendments have previously been adopted, it is recommended that a public hearing on the complete supplement S-15 be held. A resolution for adoption is attached.

Board Action Requested

Conduct Public Hearing and Adopt Resolution

Item Presenter

Robert Outten, County Manager



**Resolution
Enacting and Adopting Supplements
to the Dare County Code of Ordinances**

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio has completed the S-15 supplement to the County of Dare Code of Ordinances, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the County of Dare Code of Ordinances; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to the North Carolina General Statutes; and

WHEREAS, it is the intent of the Dare County Board of Commissioners to accept these updated sections in accordance with the changes in the law of the State of North Carolina; and

WHEREAS, it is necessary to provide for the usual daily operation of Dare County and for the immediate preservation of the public peace, health, safety, and general welfare of Dare County that this ordinance take effect at an early date;

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

1. That the 2023 S-15 supplement to the County of Dare Code of Ordinances as submitted by American Legal Publishing Corporation of Cincinnati, Ohio and attached hereto is hereby adopted by reference as if set out in its entirety,
2. Such supplements shall be deemed published as of the day of its adoption and approval by the Dare County Board of Commissioners and such supplements shall be inserted into the Code of Ordinances kept on file in the Office of the Clerk.

This the 6th day of November, 2023.

Robert Woodard, Sr., Chairman

Attest:

Skyler Foley, Clerk to the Board



Certificate of Achievement for Excellence in Financial Reporting

Description

The Dare County Finance Department has been awarded the prestigious Certificate of Achievement for Excellence in Financial Reporting—the highest form of recognition in governmental accounting and financial reporting—by the Government Finance Officers Association for the 32nd consecutive year. Finance Director David Clawson will accept the Certificate of Achievement on behalf of the county and Assistant Finance Director Sally DeFosse will accept the Award of Financial Reporting Achievement as the person primarily responsible for preparing the report.

Board Action Requested

None

Item Presenter

Chairman Robert Woodard, Sr.



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

Description

Tourism Impact Grants Awards totaling \$ 1,584,389.00 (project descriptions attached)

Board Action Requested

Commissioners consent for expenditure of \$1,584,389.00 from the DCTB Restricted Fund, Line Item 4999

Item Presenter

Tim Cafferty, Chair, Dare Co. Tourism Board
Lee Nettles, Executive Director, Outer Banks Visitors Bureau

| Organization | Project | Project Amount | <i>Requested Amount</i> | <i>Recommended Amount</i> |
|---------------------------------------|---|----------------|-------------------------|---------------------------|
| Chicamacomico Historical Assoc | 1874 Life-Saving Station Restoration Phase I of the restoration project is for the East Façade of the building. Work includes shoring up structure, replacing framing, sealing work to prevent future weather deterioration and milling original details | \$158,775.00 | \$125,000.00 | \$115,000.00 |
| Duck (Town of) | Town of Duck Performance Space Improvements Upgrade the lighting and sound equipment at the Amphitheater and Gazebo to elevate the quality of events held on the stages, maximize the usage and offer additional opportunities. | \$13,549.00 | \$13,549.00 | \$13,549.00 |
| Elizabethan Gardens | Pathway to Discover Construct hard-scaped paths and seating areas to the sensory garden from the main path to enhance mobility accessibility and become more dementia friendly for visitors. | \$80,000.00 | \$50,000.00 | \$50,000.00 |
| Frisco Native American Museum | Ecotourism: Destination Nature Trail Renovate the educational building along the path, produce educational trail signs, add benches along the trail and develop a trail workbook. | \$44,800.00 | \$39,300.00 | \$39,300.00 |
| Kitty Hawk (Town of) | Hwy 158 Bypass Multi-Use Path Construct a ten-foot wide multi-use path from Cypress Knee Trail to Cameron Street. This path would run approximately 4 miles throughout the Town of Kitty Hawk connecting existing path in the north to the Kill Devil Hills line. | \$2,000,000.00 | \$500,000.00 | \$400,000.00 |
| Nags Head (Town of) | East Epstein Street Sidewalk Construct 460 linear feet of sidewalk along E. Epstein Street from Hwy 158 to the Beach Road | \$49,500.00 | \$49,500.00 | \$49,500.00 |

| Organization | Project | Project Amount | <i>Requested Amount</i> | <i>Recommended Amount</i> |
|------------------------------------|--|----------------|-------------------------|---------------------------|
| Nags Head (Town of) | Governor Street Public Beach Access Construct an ADA elevated dune crossover, ADA-compliant parking stalls and shower station. | \$147,165.00 | \$60,477.00 | \$60,477.00 |
| Nags Head (Town of) | West Seachase Drive Sidewalk Construct 305 linear feet of sidewalk along W. Seachase Drive from Hwy 158 west for approximately 3 blocks to allow safer pedestrian walkways from the residential area to crosswalk at Hwy 158 to the beach. | \$45,150.00 | \$45,150.00 | \$45,150.00 |
| Network for Endangered Sea Turtles | Sea Turtle Outreach & Educational Improvements Produce 30 signs and posts to install at beach accesses and turtle nests. | \$34,688.00 | \$32,350.00 | \$2,750.00 |
| North Carolina Aquarium Society | Fish, Filter, Food: The Human-Oyster Connection Create and install two digital multimedia hands-on interactive exhibits as part of an overall multi-phased exhibit focusing on the importance of oyster conservation to clean water habitat and the state's economy. | \$176,395.00 | \$121,845.00 | \$121,845.00 |
| Outer Banks Community Foundation | Community Terrace at the OB Center for Nonprofits Transform an outdoor area of the Foundation's new building to a covered, screened in gazebo for nonprofits to use as flexible meeting space, volunteer training, social events and donor meetings | \$153,093.92 | \$100,000.00 | \$85,000.00 |
| Outer Banks Forever | Accessible Public Restrooms and Showers at Lighthouse Beach Construct a new, modern and sustainable restroom and shower facility at the Old Lighthouse Beach. | \$383,010.27 | \$125,000.00 | \$125,000.00 |

TIG Grant Worksheet

FY23/24

| Organization | Project | Project Amount | Requested Amount | Recommended Amount |
|-------------------------------------|---|----------------|------------------|--------------------|
| Roanoke Island Festival Park | Raised Concrete Loading Dock Construct a raised, concrete loading dock to facilitate heavy equipment load ins and outs, maintain a safer access to the stage and eliminate replacement of wooden planks | \$100,000.00 | \$100,000.00 | \$75,000.00 |
| Southern Shores (Town of) | Walking Path on W. Highway 12 Construct a five foot wide walking path from E. Dogwood Trail on the west side of Hwy 12 that extends to Hickory Trail. | \$278,196.14 | \$135,922.32 | \$118,855.00 |
| Surf Pediatrics Foundation | Everyone's Playground @ KHES Construct a universal play area, featuring the entire surface of poured rubber to reduce risks of tripping and falls as well as accessible playground equipment. | \$767,683.20 | \$300,000.00 | \$282,963.00 |

| | |
|--|-----------------|
| Total Amount in TIG (Short Term Unappropriated | \$ 1,384,389.00 |
| Withdrawn Dare County Frisco/Buxton Pathway | \$ 200,000.00 |
| Total Available | \$ 1,584,389.00 |
| Total Recommended Amount | \$1,584,389.00 |
| Difference | \$0.00 |



*Request to Amend Ordinance 91.056 Redemption;
Adoption*

Description

Proposed amendment to the stray hold time from eight days to a minimum of 72 hours (three days). Animals will be held longer if there are signs of ownership or for other reasons. The SPCA will continue pursuing the owners for all strays and this change will be consistent with the state regulations and other shelters.

Board Action Requested

Motion to schedule a public hearing on December 4th, 2023 at 9:00 a.m.

Item Presenter

Bill Coleman, SPCA Executive Director
Robert Outten, County Manager

91.056 REDEMPTION; ADOPTION

01. Redemption of dog or cat

(A) When any dog or cat has been impounded at the animal shelter, notice thereof shall be

a minimum of 72 hours

given to the owner, or if the owner is unknown, notice thereof shall be posted for ~~8 days~~, **shelter websites and social media** or until the animal is disposed of, on ~~a bulletin board at the animal shelter~~, together with the time and place of taking the animal and the time and date of posting the notice. The time for redemption of the animal, as hereinabove provided, shall not begin to run until the notice has been given or posted.

(B) The owner shall be entitled, after the expiration of any required quarantine, to resume possession of his or her animal upon compliance with his chapter, the payment of a shelter fee and the payment of boarding expenses.

© Each additional impoundment of the same animal shall increase the owner redemption fee by an additional fee over the previous redemption fee for that animal.

72 hour

02. Adoption of dog or cat. After the ~~8-day~~ notice provided for in division (A) of the section, an animal may be adopted by a suitable applicant, upon payment of an adoption fee and the identification tag fee.

03. Fees. The specific fee amounts mentioned in this section shall be as set forth in fee schedules adopted from time to time by the appropriate agency or department.



Kenrick Albaugh Storage Warehouse Group Development--Special Use Permit #6-2023

Description

Kenrick Albaugh has submitted a special use permit application to construct a group development consisting of three storage warehouses on his property located at 40041 Brinkley Lane in Avon. A detailed staff report and site plan for the proposal is attached with this cover sheet.

Board Action Requested

Motion to approve draft SUP and Site Plan--"I move that SUP #6-2023 and associated site plan for the proposed storage warehouse group development be approved."

Item Presenter

Noah H Gillam, Planning Director

October 11, 2023

MEMORANDUM

TO: DARE COUNTY BOARD OF COMMISSIONERS
FROM: Noah H Gillam, Planning Director
RE: Special Use Permit for a Group Development for storage warehouses

A request for a Special Use Permit (SUP) for a group development for storage warehouses has been submitted by Kenrick Albaugh for his property located at 40041 Brinkley Lane in Avon. The property is identified as parcel 014720000 with Dare County Tax Mapping. The parcel is zoned C-2 Commercial and storage warehouses are permitted as a special use. The applicant currently has two storage warehouses on the parcel that were constructed in 1985 prior to Avon village being zoned in 1992. The applicant is seeking to add an additional storage warehouse to the property which will require a special use permit for a group development since the applicant is seeking to add an additional principle use structure to the property. This review will ensure compliance of the new structure with the Dare County Zoning Ordinance.

The applicant is proposing to construct a 60'ft x 20ft' building on the parcel that will be divided into 6 units for self-storage. The units will be 10'ft x 20'ft non-climate controlled. The site accessed of the existing Brinkley Lane paved right-of-way. A site plan depicting the proposed improvements is attached to this memo for the boards review.

A copy of the site plan has been provided to Steve Kovacs, the Dare County Fire Marshal for his review. The fire marshal comments are attached with this memo, and conditions have been added to the draft SUP to address his concerns.

The proposed self-storage units shall not be occupied for dwelling, office space, or otherwise occupied. Staff suggests the applicants provide a copy of the rental agreement that includes this prohibition. Any lighting installed on the property shall be adjusted or shielded to prevent glare on adjacent right-of-ways, and adjoining properties. Conditions have been added to the SUP to reflect these topics.

The SUP application, site plan, and draft SUP was reviewed by the Planning Board on October 3, 2023. The Planning Board found the site plan and conditions of the SUP to be reasonable and appropriate.

The notice procedures for quasi-judicial hearings established in Section 22-72 of the Dare County Zoning Ordinance were implemented for this review.

A draft SUP is attached for the board's review, reasonable and appropriate conditions discussed in the Board's review can be added.

Draft Motion: "I move that SUP 6-2023 and associated site plan for the storage warehouse group development be approved."

SPECIAL USE PERMIT APPLICATION

Date: 9-5-2023 Application No. 6-2023

Property Owner/Petitioner: Kenrick Albaugh, DBA -Avon Self Storage

Address: 40041 Brinkley Lane Avon NC 27915

Telephone: 252-305-1569 Email: captnalbaugh@aol.com

Review Fee Paid: \$ 310.06 ck#

Project Description: Addition of self storage building on south end of C-2 zoned property.
Units are unconditioned and for self storage rental- 6-10' x 20' approx. size.

Property Description:

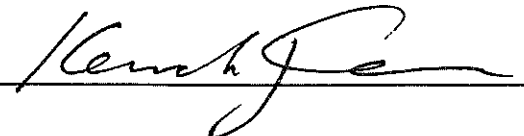
| Lot | Phase/Section | Block | Subdivision |
|--------------------------|---------------|-------|--------------------------------|
| Parcel: <u>014720000</u> | | | PIN: <u>01 0549 05 19 8340</u> |

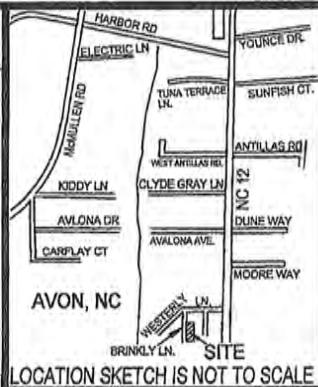
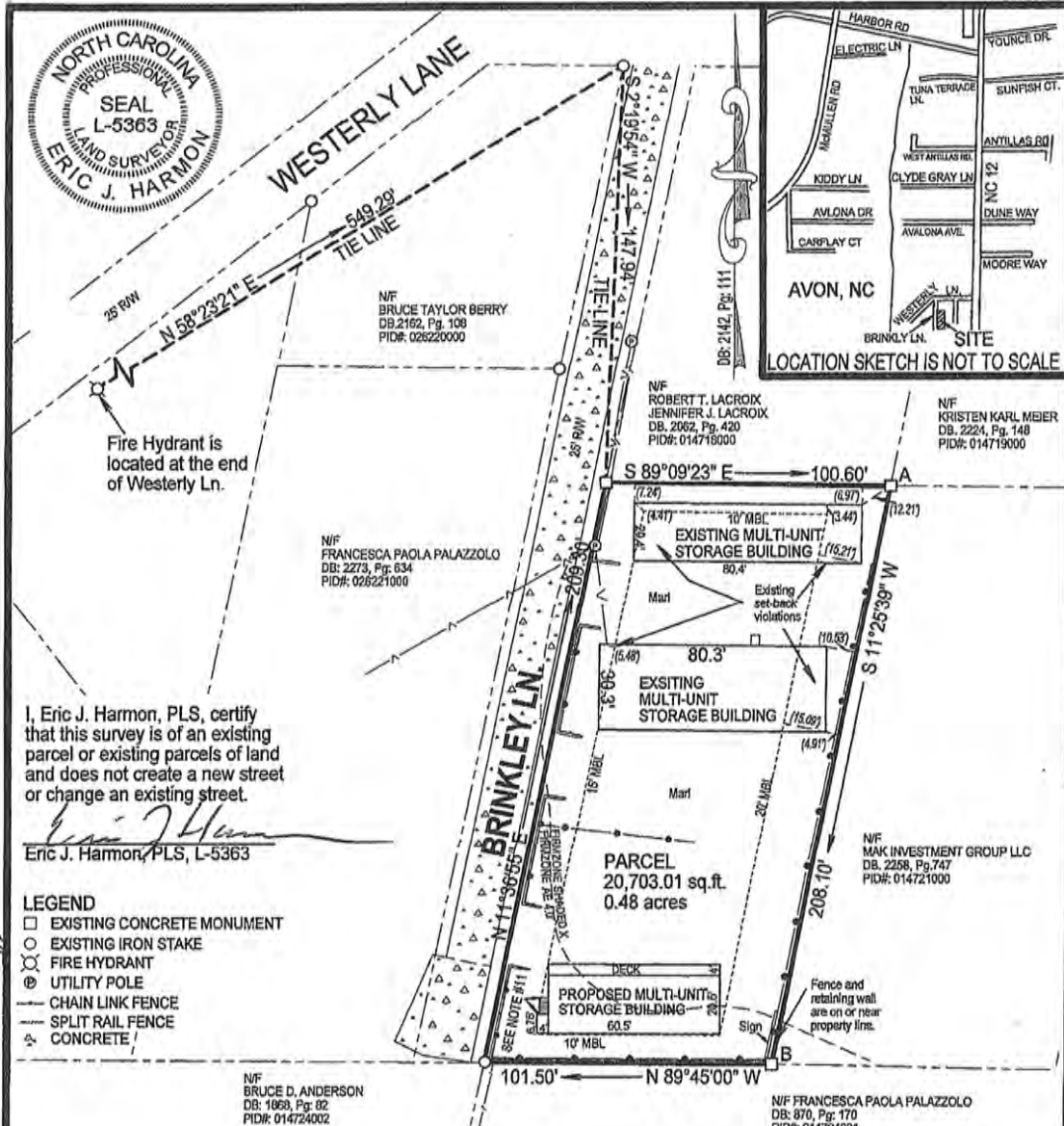
APPLICATION IS HEREBY made to the Dare County Planning Department for consideration of a Special Use Permit in accordance with the provisions of the Dare County Zoning Ordinance

Section: 22-31 Special Use: GROUP DEVELOPEMENT CONSISTING OF STORAGE SPACES

A site plan and other documents as required for review of the special use permit application shall be submitted to the Planning Department with the application. A special use permit application shall not be processed by the Planning Department until such time that all review fees have been paid and all necessary documents have been submitted. Once the application is determined to be complete, the Planning Department shall schedule review of the application as established in Section 22-65 and Section 22-70 of the Zoning Ordinance.

Special use permits are subject to quasi-judicial procedures and an evidentiary hearing before the Dare County Board of Commissioners. The notice procedures of Section 22-72 of the Zoning Ordinance shall be implemented by the Planning Department. Reasonable and appropriate conditions may be applied by the Board of Commissioners as part of the evidentiary hearing process.

Applicant:  Date: 9-5-2023



N/F BRUCE TAYLOR BERRY
DB: 2162, Pg. 108
PID#: 026220000

N/F ROBERT T. LACROIX
JENNIFER J. LACROIX
DB: 2062, Pg. 420
PID#: 014718000

N/F KRISTEN KARL MEIER
DB: 2224, Pg. 148
PID#: 014719000

N/F FRANCESCA PAOLA PALAZZOLO
DB: 2273, Pg. 634
PID#: 026221000

N/F MAK INVESTMENT GROUP LLC
DB: 2258, Pg. 747
PID#: 014721000

N/F BRUCE D. ANDERSON
DB: 1868, Pg. 82
PID#: 014724002

N/F FRANCESCA PAOLA PALAZZOLO
DB: 870, Pg. 170
PID#: 014724001

I, Eric J. Harmon, PLS, certify that this survey is of an existing parcel or existing parcels of land and does not create a new street or change an existing street.

Eric J. Harmon, PLS, L-5363

- LEGEND**
- EXISTING CONCRETE MONUMENT
 - EXISTING IRON STAKE
 - ⊗ FIRE HYDRANT
 - ⊕ UTILITY POLE
 - CHAIN LINK FENCE
 - - - SPLIT RAIL FENCE
 - △ CONCRETE

- NOTES:**
1. This survey is subject to any facts that may be disclosed by a full and accurate title search.
 2. Minimum Building Lines (MBL) shown hereon must be verified. The surveyor makes no certification as to zoning and/or restrictive covenant setbacks.
 3. Survey based upon physical evidence found as shown. Meridian for survey based upon recorded bearing S 11°25'39" W for line A-B per DB. 2142, Pg 111.
 4. The deed description for this property does not close.
 5. This lot is located in the Wind-Borne Debris Region.
 6. Some portions of some lots in this subdivision are located in Areas of Environmental Concern. Individual permits may be required before development may take place in these areas.
 7. This property, or portions of this property, are located within a special flood hazard area as designated on Flood Insurance Rate Maps for Dare County. Location in a special flood hazard area represents a one percent (1%) or greater chance of being flooded in any given year. Flood insurance may be required by lending institutions for structures constructed on property located in special flood hazard areas.
 8. Impervious lot coverage is 5605 sq.ft. - (27%) (existing & proposed).
 9. Outside lighting shall be arranged so as to direct light and glare away from streets and adjacent property.
 10. This site plan is not valid until all applicable governmental approvals have been obtained, including but not limited to, Dare County Planning Dept., Health Dept., Utilities Dept. and Building Inspection Dept.
 11. All proposed improvements shall conform to Section 22-56 & 22-2 (Building setback line) of the Dare County Zoning Ordinance.

Eric J. Harmon, PLS.
40187 Carflay Ct., PO Box 346
Avon, NC 27915
(252) 995-4405

SURVEY / SITE PLAN FOR
KENRICK J. ALBAUGH

I, Eric J. Harmon, Professional Land Surveyor, certify that this plat was drawn from an actual field land survey and that the error of closure as calculated by latitudes and departures is at least 1:10,000.
Witness my hand and seal this 16th day of August, A.D. 2023.

40041 BRINKLEY LN.
AVON, N.C. 27915

Eric J. Harmon, P.L.S., L-5363

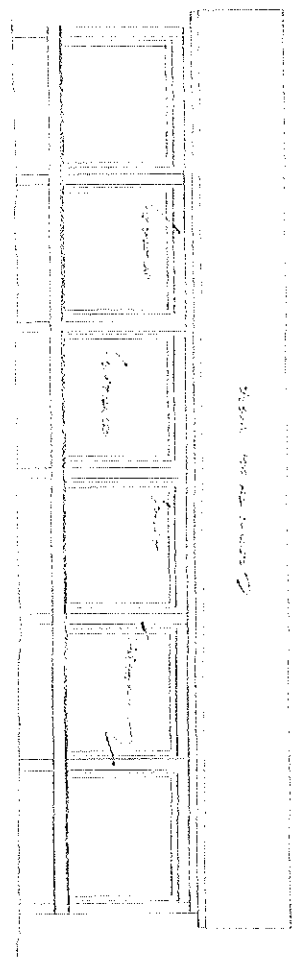
| | | |
|--------------------|------------------------|--------------------------|
| Township | County | State |
| KINNAKEET | DARE | NORTH CAROLINA |
| Date | File Number | F.I.R.M. Zone |
| 8/16/2023 | 5899-LS | AE & X |
| Scale | FB/Pg | Base Flood Elevation |
| 1"=50' | 187/14 | 4.0'(AE) & SHADED(X) |
| Recorded Reference | Community/Panel/Suffix | Zoning |
| DB. 2142, Pg.111 | 3730 0549 00 K | C-2 |
| | Pin Number | Average Ground Elevation |
| | 01 0549 05 19 8340 | 3.9' |
| | Parcel Number | |
| | 014720000 | |



BUILDING SIZE 20.5' X 60.5'

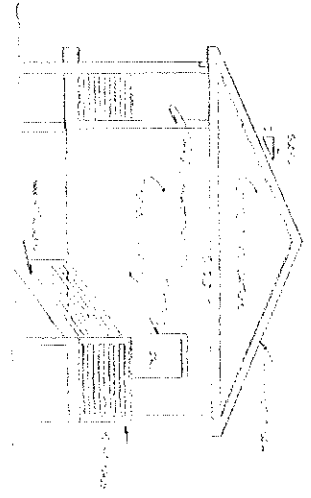


EAST ELEVATION

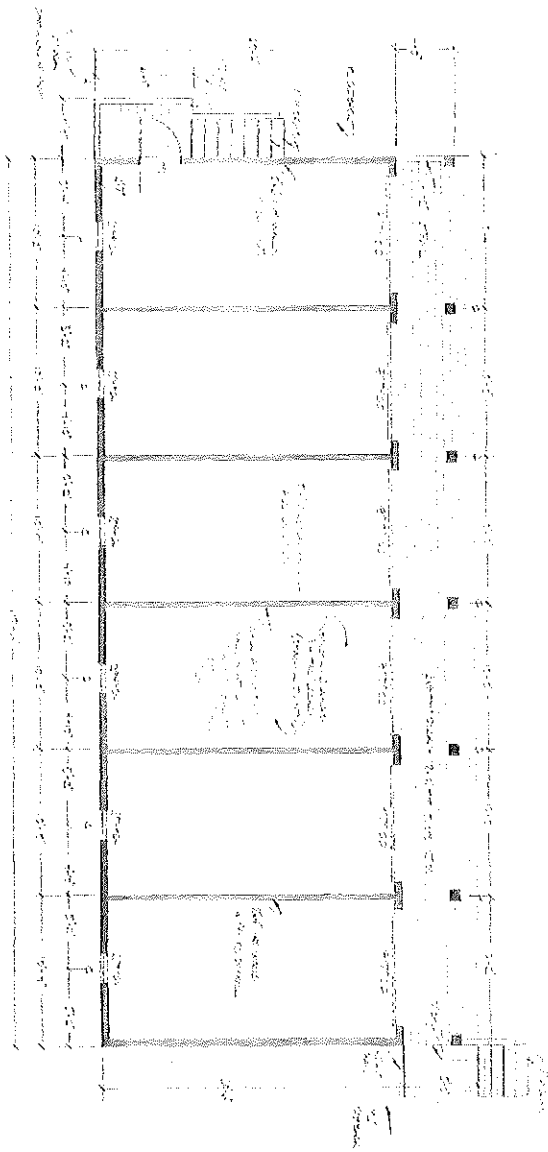


NORTH ELEVATION

| NOTE | DETAIL | DESCRIPTION |
|------|----------------|----------------|
| 1 | ROOF ELEVATION | ROOF ELEVATION |
| 2 | WEST ELEVATION | WEST ELEVATION |
| 3 | EAST ELEVATION | EAST ELEVATION |
| 4 | FLOOR PLAN | FLOOR PLAN |
| 5 | SECTION | SECTION |
| 6 | SECTION | SECTION |
| 7 | SECTION | SECTION |



WEST ELEVATION



FLOOR PLAN

DESIGNED BY KENRICK J. ALBAUGH, INC.

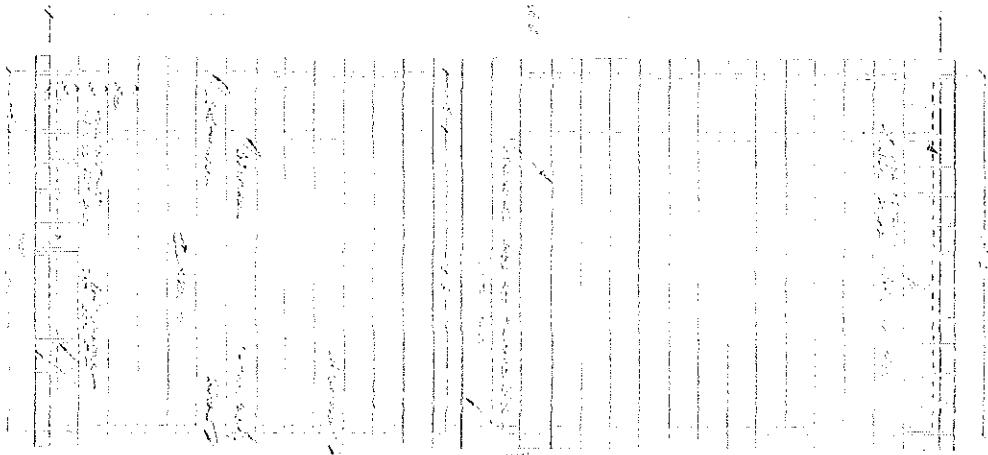
AVON SELF STORAGE

40041 BRINKLEY LANE, AVON

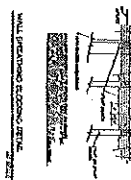
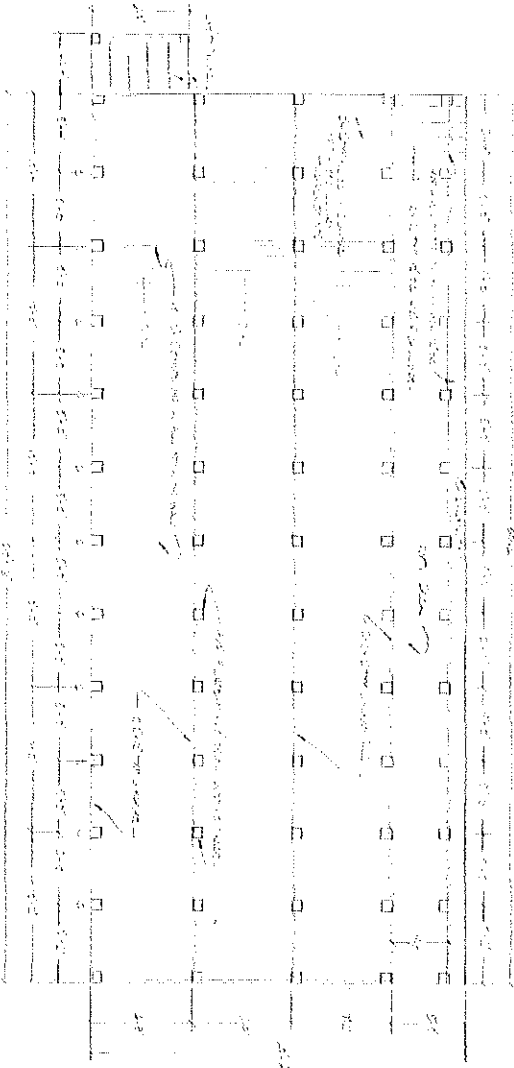
| | | |
|-----|------|-------------|
| NO. | DATE | DESCRIPTION |
| 1 | | |

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| NO. | DATE | DESCRIPTION |
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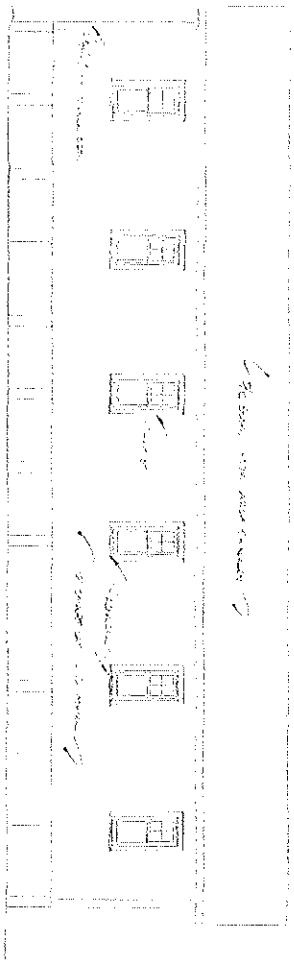
③ ROOF FRAMING



② PILING, GIRDER & FLOOR JOIST LAYOUT



① SOUTH ELEVATION



DESIGNED BY KENRICK J. ALBAUGH, INC.

| | | | |
|-------|------|----|---------|
| NO. 2 | DATE | BY | CHECKED |
| | | | |

AVON SELF STORAGE
40041 BRINKLEY LANE, AVON

| | | | |
|-----|------|----|---------|
| NO. | DATE | BY | CHECKED |
| | | | |



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

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

(252) 475-5750

To: Noah Gillam, Planning Director
From: Steven R. Kovacs, Fire Marshal
Date: September 20, 2023
Re: Avon Self Storage

I've reviewed the material submitted for the 'Special Use Permit' for Avon Self Storage at 40041 Brinkley Land for the addition of a third storage building and have the following comments:

- With new construction a fire hydrant will need to be located within 400 feet along the access road. Currently the closest fire hydrant is located approximately 724 feet away. The hydrant can be located at the intersection of Brinkley & Westerly Lanes.
- Based on what I can see of the submitted plan and using wood framing the needed fire flow for this project would need to be 1,000 gallons of water per minute. Change of construction type and changing the fire area could reduce the needed amount.
- The roadway accessing this property is existing but may need some maintenance depending on the condition of the surface. I would not know until a site visit is completed.
- Additional requirements of the North Carolina Fire Code would be addressed during permitting of the building itself.

If you have any questions please let me know.

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



Special Use Permit No. #6-2023

Dare County Sections 22-25, 22-31, 22-65, & 22-70

Application of: Kenrick Albaugh D/B/A Avon Self Storage Group Development for Storage Warehouses

On November 06, 2023 the Dare County Board of Commissioners considered the application of the Petitioner above named which application is on file with the Dare County Planning Department, and the Board finds as follows:

1. That the written application of Petitioner with attachments has been duly submitted to the Dare County Planning Department as required by Section 22-65 of the Dare County Code (hereinafter referred to as "Code");
2. That the application substantially complies with the requirements of the Code in that it requests uses permitted by special use permit under the Code subject to the quasi-judicial procedures set forth in Section 22-70, including; Storage Warehouses and Group Developments
3. The subject property is zoned C-2. This property is identified on the Dare County tax records as PARCEL 014720000 and located in the Avon Tax District.
4. That the Dare County Board of Commissioners is empowered under sections of the Code set out above to approve special uses and apply reasonable and appropriate conditions;
5. That the notice procedures of Section 22-72 of the Code have been implemented in the review of this Special Use Permit;
6. That upon the evidence received, the testimony presented, and the submitted written record, there are sufficient facts to support the issuance of this Special Use Permit according to the following terms and conditions:

SPECIAL USE: A Group Development consisting of 3 Storage warehouses divided into self-storage units. A site plan depicting the proposed is included as part of this permit.

CONDITIONS:

1. The group development shall operate as prescribed in the definition set forth in Section 22-31 of the Dare County Zoning Ordinance. All buildings constructed after November 6, 2023 shall be separated by 20'ft. The structures shall be constructed as depicted on the site plan.
2. The existing 1,640 square foot storage warehouse constructed in 1985 is building one of the group development. Building two of the group development is an existing 2,433 square foot building constructed in 1985. A proposed 1,500 square foot building will be building three of the group development.
3. The structures constructed after November 6, 2023 shall be located on the parcel in conformance with the setbacks of Section 22-25 and Section 22-31 of the Zoning Ordinance and the Dare County Flood Damage Prevention Ordinance.
4. Nonconforming structures in the group development shall not be enlarged or altered in way which increases its non-conformity, but any structure or portion thereof by be altered to decrease its non-conformity. Should such non-conforming structures or non-conforming portion of structures be destroyed by any means to an extent of more than 50% of its replacement cost at the time of destruction, it shall not be reconstructed, except in conformity with section 22-25 and section 22-31.
5. The applicant shall install a fire hydrant at the intersection of Westerly Ln and Brinkley Ln. The fire hydrant shall be capable of supplying 1,000 gallons of water per minute.
6. Building permits for the proposed structure shall be secured within 24 months from date of Board of Commissioners approval. An as-built survey for the property shall be submitted to the Planning Department upon the completion of all of the structures to confirm compliance with the terms of the Dare County Zoning Ordinance.
7. All structures and improvements constructed after November 6, 2023 shall be constructed in compliance with the requirements of the Dare County Fire Marshal and North Carolina Fire Code.
8. All lighting improvements installed on the property shall be adjusted and/or shielded to prevent glare on adjacent right-of-ways, and adjoining properties.

9. There shall be no staging of equipment or materials in or along the right-of-way of Brinkley Ln
10. Parking for the individual storage units shall be allowed immediately adjacent to the storage buildings to facilitate the loading and unloading of individual units.
11. The storage units shall not be used or occupied for residential or commercial purposes. No recreational vehicles, travel trailers, or campers stored on site shall be occupied or used for habitation while being stored. A copy of the rental agreement with this prohibition shall be submitted to the Dare County Planning Department prior to issuance of Certificate of Occupancy.
12. Tenants of the storage building shall be allowed access to the site between the hours of 6:00a.m. and 10:00p.m. daily.
13. No changes or deviation from the terms and conditions of the special use approval shall be made until written approval of the proposed changes or deviations has been obtained from Dare County. The quasi-judicial procedures set forth in the Code shall be followed for the review and approval of major modifications. Minor modifications as established in Section 22-70 of the Code may be authorized administratively by the Planning Director.
14. A violation of this Permit shall be a violation of the Code and the special use may be revoked by the Board of Commissioners. Special use approval shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of any development regulation or any State law delegated to Dare County for enforcement purposes; or for false statements or misrepresentations made in securing special use approval. The same process for approval of a special use permit, including notice and hearing, shall be followed in the revocation of a special use permit.
15. All other terms and provisions of the Dare County Zoning Ordinance shall remain in full force and effect except as herein specifically permitted otherwise;

This 06th day of November 2023

SEAL:

COUNTY OF DARE

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

ATTEST:

By: _____
Skyler Foley
Clerk to the Board

THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED

By: _____
Kenrick Albaugh
Avon Self Storage

APPROVED AS TO LEGAL FORM

By: _____
Robert L Outten
County Attorney



A request to close a portion of the G A Kohler Court Right-of-Way

Description

Property owners of Rodanthe by the Sea Subdivision are requesting that a portion of 60 foot Right-of-Way of G A Kohler Court in Rodanthe be permanently closed pursuant to the requirements of North Carolina General Statute 153A-241. If the request is approved this will allow the ocean front property owners the ability to move their houses westward on their lots to mitigate damages from erosion and storm events.

Board Action Requested

Adopt a resolution as required by G.S. 153A-241 to schedule a Public Hearing on the Matter December 4, 2023 at 9 a.m.

Item Presenter

Noah H Gillam, Planning Director

RESOLUTION

A RESOLUTION BY THE DARE COUNTY BOARD OF COMMISSIONERS DECLARING IT'S INTENT TO PERMANENTLY CLOSE A PORTION OF A DARE COUNTY PUBLIC ROAD KNOWN AS G A Kohler Ct.

WHEREAS, G A Kohler Ct is located in unincorporated Dare County, and

WHEREAS, the portion of G A Kohler Court is a publically-dedicated road as noted on the plat for Rodanthe by the Sea Subdivision, Plat Cabinet 9 Slide 33 dated November 9, 1976 in the Dare County Register of Deeds, and

WHEREAS, the Dare County Board of Commissioners declares its intent to permanently close a portion of G A Kohler located between East Point Drive and Sea Oats Drive in Rodanthe as noted on the map of the area labelled Attachment A with this resolution, and

WHEREAS, NCGS 153A-241 establishes procedures by which local governments can consider the abandonment of public roads after a duly advertised hearing and other public notice procedures are enacted.

NOW, THEREFORE, BE IT RESOLVED the Dare County Board of Commissioners declares its intent to permanently close a portion of the publicly-dedicated road known as G A Kohler Court in Rodanthe, North Carolina and in accordance with North Carolina General Statute 153A-241 a public hearing on the question shall be held at 9:00 a.m. on December 4, 2023.

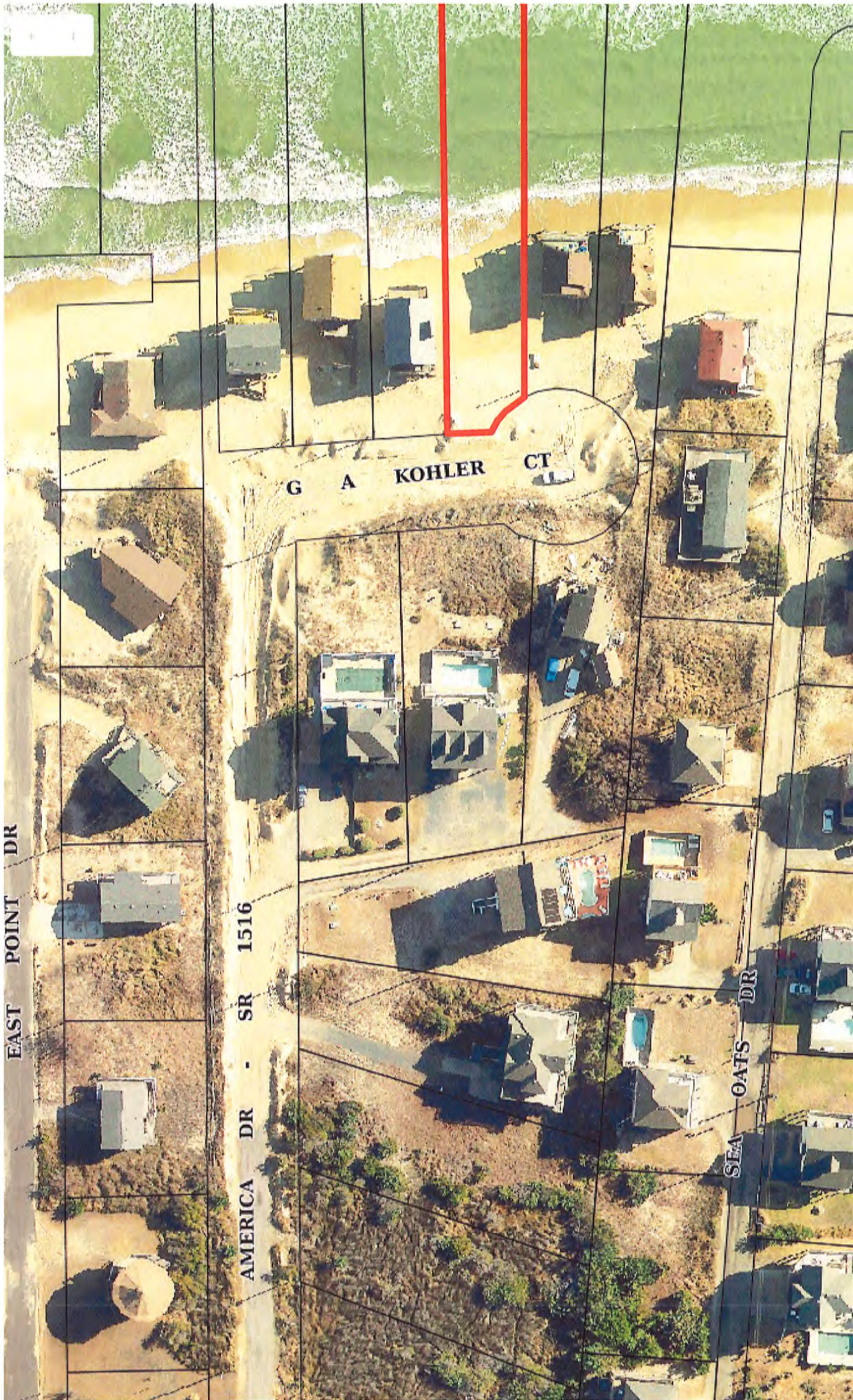
ADOPTED the 6th day of November 2023 by the Dare County Board of Commissioners

SEAL:

Robert L. Woodard, Chairman
Dare County Board of Commissioners

ATTEST:

Skyler Foley, Clerk



012510-000 15-065917-041

23029 G A Kohler CT
 Rodanthe NC, 27968
 Parcel: 012510000
 Pin: 065917112207

Owners: Shepherd, Peter -Primary
 Owner
 Sheperd, Stephanie Ann -Primary
 Owner

Building Value: \$0
 Land Value: \$2,200
 Misc Value: \$0
 Total Value: ~~\$2,200~~

Tax District: Rodanthe
 Subdivision: Rodanthe By The Sea
 Lot BLK-Sec: Lot: 4 Blk: Sec:
 Property Use: Vacant Land (Private)
 Building Type:
 Year Built:

This map is prepared from data used for the inventory of the real property for tax purposes. Primary information sources such as recorded deeds, plats, wills, and other primary public records should be consulted for verification of the information contained in this map.




STATE OF NORTH CAROLINA
DARE COUNTY

CONSENT TO CLOSURE OF G.A. KOHLER COURT

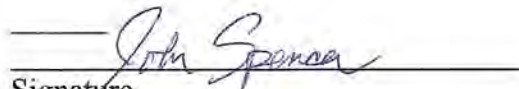
I, Eric M. Davis, the undersigned, first being duly sworn, do hereby depose and say:

1. I am the exclusive owner of Lot 5 of the Rodanthe By The Sea subdivision, the subdivision plat for which is recorded in Dare County Map Book 9 at Page 33.
2. My property adjoins the Dare County private road known as G.A. Kohler Court.
3. I consent to the closure of all or part of G.A. Kohler Court.
4. I believe this closure is necessary to protect and preserve the homes and appurtenances located on Lots 1 through 6 from beach erosion and associated dangers by providing additional lot area for these lots to relocate their homes or appurtenances.
5. I support the Dare County Board of Commissioners closing all or part of G.A. Kohler Court permanently.


Eric M. Davis

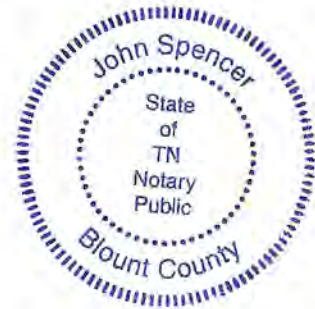
STATE OF NORTH CAROLINA
DARE COUNTY

Sworn to and subscribed before me on this the 30th day of October, 2023.


Signature

Name of Notary Public: JOHN SPENCER

My commission expires: 08/03/26



(SEAL)

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

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

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

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

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



Amendment To Dredge Contract

Description

Back in September the Board approved the First Amendment to the Dredge Contract with EJE Dredging to change the language so that the rates paid to EJE followed the Corps rates, no matter when the corps changed rates. For clarification concerning calculation of cost savings only (no impact on sums paid to EJE by Dare), EJE as asked that we add the following language: "For the sole purpose of calculating dredge savings from October 1, 2022, until the effective date of this amendment only, this section is effective retroactively to October 1, 2022. This section is not intended to and shall not change any sums paid or due to EJE prior to the approval of this amendment."

Board Action Requested

Board review and consideration for approval.

Item Presenter

Robert Outten, County Manager



Capital Project Ordinance Amendment

Description

For the KDH EMS Station 1 project, Owner Contingency funds are needed to offset the cost of a design change to the waste water treatment pump station. \$80,722 will need to be moved from Owner Contingency to Barnhill's GMP.

Board Action Requested

Approve the Capital Project Ordinance Amendment and authorize the County Manager to sign the Capital Project Ordinance Amendment.

Item Presenter

Dustin Peele - Project and Procurement Manager

DARE COUNTY

Amendment to Capital Project Ordinance

F/Y 2023-2024

| | G/L Account Number | | | INCREASE | DECREASE |
|--------------------------------|--------------------|--------|---------|-------------|-------------|
| | Org | Object | Project | | |
| Department: | | | | | |
| Finance | | | | | |
| <u>Line item descriptions:</u> | | | | | |
| Contingency-EMS KDH #1 | 615531 | 750000 | 60382 | | \$80,722.00 |
| GMP-EMS KDH #1 | 615531 | 737504 | 60382 | \$80,722.00 | |

Explanation:

This change is due to a design change for the waste water treatment pump station in Kill Devil Hills, EMS Sttation #1

Prepared by: Dustin Peele

Approved by:

County Manager: _____

Date: _____

Finance only:

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



EMS Station #1 Change Order Proposal

Description

There is a need for a design change to the wastewater treatment pump station for EMS Station #1 in Kill Devil Hills. The cost for the updated design is \$80,722.00. There are contingency funds available within the project budget to offset this change order proposal.

Board Action Requested

Approve the Change Order Proposal and authorize the County Manager to Sign

Item Presenter

Dustin Peele - Project and Procurement Manager



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

Date: September 05, 2023

Attn: Mr. David Clawson
Dare County
P.O. Box 1000
Manteo, NC 27954

Re: Change Order Proposal – COP #009
Dare County – EMS-1/FS-14 Kill Devil Hills

Dear Mr. Clawson:

Attached is Change Order Proposal, COP #009, for the Dare County EMS-1 Kill Devil Hills in NC. This change order is per the Per ASI #007 for All labor, equipment and materials to make changes to the force main and pump station as shown in ASI 007 and the Conformed Drawing Set. Includes pricing for all labor, equipment, and materials to install a complete 4" force main system per the design changes. Includes a credit for all labor, equipment, and materials to install a complete 2" force main system per the original project scope. Changes were made to both the pipe sizing and the pump station vault which increased from 4' diameter, 8,000 lbs per section, to 8' diameter, 22,000 lbs per section.

Please review and advise if this will be accepted ASAP.

COP #009 - KDH-ASI #007 – Pump Station Change

ADD: \$80,722.00

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

Sincerely,

Barnhill Contracting Company

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

Clint Hardison
Project Manager

Cc: File
Mr. Arthur VanderAa – BCC
Mr. Seth Stevens – BCC
Mr. Hunter Davenport – BCC
Mr. Matthew Edwards – BCC
Mr. Evan Manning – BCC
Mr. Corbett Cobb – BCC
Mr. Franki Joyner – Oakley Collier Architects
Mr. David Clawson – Dare County

CHANGE PROPOSAL FORM

Project: Dare County - EMS-1 KDH
 Contract: CM at Risk
 Contractor: Barnhill Contracting

Proposal #: 9
 Project #: 12002622KD
 Date: 9.05.2023

Description of change:

This change order is per the Per ASI #007 for All labor, equipment and materials to make changes to the force main and pump station as shown in ASI 007 and the Conformed Drawing Set. Includes pricing for all labor, equipment and materials to install a complete 4" force main system per the design changes. Includes a credit for all labor, equipment and materials to install a complete 2" force main system per the original project scope. Changes were made to both the pipe sizing and the pump station vault which increased from 4' diameter, 8,000 lbs per section, to 8' diameter, 22,000 lbs per section.

| Materials | (Attach Itemized Breakdown with Quantity, Unit Cost, Total \$) | | SUBTOTALS |
|---------------------------|---|---------------------------------|---------------------------|
| | Total Direct Cost of Materials | <u>\$0.00</u> | |
| | Overhead & Profit on Item (15% maximum) | <u>\$0.00</u> | |
| | Sales Tax | <u>\$0.00</u> | |
| | Shipping & Transportation | <u>\$0.00</u> | |
| | | | <u>\$0.00</u> |
| Labor | (Attach Itemized Breakdown of Manhours, Rate, Total \$) | | |
| | Total Manhours: _____ MH @ _____ /hr. | <u>\$0.00</u> | |
| | Overhead & Profit on Item (15% maximum on straight labor cost) | <u>\$0.00</u> | |
| | Payroll Taxes & Insurance <u>0.0%</u> | <u>\$0.00</u> | |
| | | | <u>\$0.00</u> |
| Equipment Rental | (Attach Itemized Breakdown of Equipment, Hours, Rate, Total \$) | | |
| | Equipment Rental | <u>\$0.00</u> | |
| | Overhead & Profit (8% maximum) | <u>\$0.00</u> | |
| | | | <u>\$0.00</u> |
| Subcontractor | (Includes quotes with labor, material, & equipment backup) | | |
| BP2600 | Pitt Electric | <u>(\$1,737.00)</u> | |
| BP3100 | Fred Smith | <u>\$76,134.77</u> | |
| | | | |
| | | | <u>\$74,397.77</u> |
| Other | | | |
| | CM Fee (5.0%) | <u>\$3,719.89</u> | |
| | Gen. Liability Insurance (1.15%) | <u>\$855.57</u> | |
| | Perform & Payment Bond (0.95%) | <u>\$706.78</u> | |
| | Subguard Bonds on Subcontract Cost Only (1.40%) | <u>\$1,041.57</u> | |
| | | | <u>\$6,323.81</u> |
| | | Subtotal of Proposal | <u>\$80,721.58</u> |
| Additional Days Requested | <u>0</u> | | |
| | | TOTAL OF CHANGE PROPOSAL | <u>\$80,721.58</u> |
| | | | \$80,722.00 |

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

Construction Manager's Signature: _____ Date: 9.05.2023
 Approval Recommended by Design Consultant: _____ Date: _____
 Owner's Representative Approval: _____ Date: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Sally DeFosse 11/6/23



Consent Agenda

Description

See attached summary

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager

Consent Agenda Summary

1. Approval of Minutes (Oct. 2nd)
2. Tax Collector Report
3. Schedule of Meeting Dates for 2024
4. Brightspeed Contract for Internet and Network Services
5. Late Applications for Property Tax Exemptions – 2023
6. Service Agreement with Maximus US Services, Inc.
7. Resolution for the Conveyance of Surplus Property
8. Budget Amendment for Dredge Loan Forgiveness
9. Budget Amendment for State and Local Cybersecurity Grant Program
10. Opioid Settlement Funds Resolution
11. DHHS-Public Health Charles W Gaddy & Lucy Finch Gaddy Endowment Fund
North Carolina Community Foundation
12. DocRouter Plus User Agreement – Register of Deeds



Approval of Minutes

Description

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

Board Action Requested

Approve Previous Minutes

Item Presenter

Robert Outten, County Manager



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., October 2, 2023

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

Commissioners absent: Jim Tobin

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

A full and complete account of the entire Board of Commissioners meeting is archived on a video that is available for viewing on the Dare County website www.darenc.gov.

At 9:00 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. David Freyer to share a prayer, and then he led the Pledge of Allegiance to the flag.

Chairman Woodard asked that the agenda Item 7 be moved and heard as Item 3B.

MOTION

Vice-Chairman Overman motioned to approve the adjustment to the agenda.

Commissioner Bateman and Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

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

- The Vice-Chairman, Commissioner Ross, and himself attended the Mountain to Sea Trail Ribbon Cutting Ceremony at Jockey’s Ridge to unveil the Monument. He recognized the following individuals and groups that made it possible: North Carolina State Park Director, Brian Strong; Friends of the Mountains-to-Sea Trail Director, Brent Laurenz; Jockey’s Ridge State Park Leadership, Staff, and Members; Members of the Mountains-to-Sea State Trail; Members of the Friends of Jockey’s Ridge State Park; The Roanoke Island Women’s Group; and The Outer Banks Women’s Club. He stated that 18th and final segment of this Mountain-to-Sea Trail takes travelers through some of the most beautiful landscapes and diverse ecosystems the State of North Carolina has to offer.

- Recognized EMS Director Jennie Collins and the loss of her mother. Himself and other Board members attended the funeral and they are sending continued prayers to her and her family.
- Stated that the Board has been working on housing for over three years and in spite of some of our citizens, we have a housing problem in Dare County. He explained that the Board is working diligently to find solutions and he does not personally understand the opposition in trying to find housing for our EMS, police, fire, teachers, restaurant, and retail workers. He stated the Board will continue do everything humanly possible to make workforce housing available in Dare County and everyone needs to work together to find solutions to make it happen.

ITEM 2 – EMPLOYEE OF THE MONTH –SEPTEMBER & OCTOBER, 2023

Angie Austin received the September Employee of the Month award from Jennie Collins who described the many ways that she is an asset to the Emergency Medical Services Department.

Stephanie Banfield received the October Employee of the Month award from Dorothy Hester who described the many ways that she is an asset to the Public Relations Department.

ITEM 3 – PUBLIC COMMENTS

At 9:27 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks:

The following comments were made in Manteo

1. Amy Phillips

- Emphasized the word enough and stated enough over development in Manteo, enough traffic in Manteo, enough of not being able to enjoy what we have in Manteo because of the overcrowding.
- Feels that it is disingenuous that no one knew about what was going on at the State until recently.
- She believes in housing for essential employees but what she does not understand is why we have allowed so much expensive housing to be built prior to affordable housing.
- Stated that Manteo has affordable housing that was created by former Mayor Daniels.
- In her opinion, there has not been enough done for the people of Dare County, even though there has been a lot done to attract people from other areas.

2. Sybil Daniels Ross

- Stated she is part of Dare County's working poor and she works with individuals that do have two or three jobs.
- Explained that her income is less than \$40,000 and would not qualify for affordable housing.
- Discussed history and said the current Board is not to blame for the housing situation we are in and they did not create it.

- Back in 1976, the Coastal area Management Act came about and they gave prior Boards money to bring the people into the planning process and part of that planning process should have been affordable housing.
- In the 70's the Board decided they needed a seafood park and it ended up not working due to the low wages.
- Stated that the problem is how the Board is going about it and that Dare County is owned and operated by the Outer Banks Home Builders Association, not the residents.
- When the Friends of Roanoke Island were still around they received a \$20,000 grant and told the county that they were going to hire a college planning class to develop a survey and send it out to every property owner in Dare County. The County decided they should do it instead and the results were astonishing.
- The Town of Manteo went further and got the School of Design involved and went door to door and had community meetings. They developed a land use plan and in 20 years, they have achieved over 90% of that plan.
- Stated that it is time for Dare County to have a Housing Authority and not have to depend on whether or not the developers make money off of a project or not.

3. Shelly Blackstone

- Agreed with everything the prior speakers said.
- Herself and others believe that Dare County should follow a process to correct the erroneous language in the state budget that dishonors the town's planning and zoning rights and if Dare County did not put that language in the budget then they need to make a correction and stand behind it.
- The overall problem is poor planning, putting in Target where Kmart was, that property could have been used for housing. There is too much tourism and high-end development with no balance.
- Explained that the community's resistance to the high-density housing projects is due to the lack of transparency and due to excluding them from planning for the solution.
- Asked who is "we" because the community has been excluded from the planning. There is no task force, no comprehensive plan, and the community has not been involved. The community needs to come together to create a plan that addressed housing for the essential workers and the stressed infrastructure.
- We need to think about public transportation for those who are not in the county and tax incentives to people that may take their vacation rentals off the market

4. Amy Stone

- Discussed the State Budget and wanted to know how nobody knew where the language on Affordable Housing came from.
- Stated she has spoken to Senator Norm Sanders, Representative Ed Goodwin, the Legislative Aids of Kidwell, Speaker of the House Cook, and the President pro tempore Burger.
- Noted that this is leftover language from when Senator Cook got the original \$35 million for the affordable housing project and his legislative aid is Jordan

Hennessey who is principal in Coastal Affordable Housing as well as the Dredge, LLC.

- Explained that Kidwell's office told her that it came out of the Senate and they had nothing to do with it and said either she was misinformed or lied.
- Told the Board she has seen some of the things with Kidwell's name on it, and the question is who put Kidwell up to it? When she tried to contact Kidwell's office again he was unavailable for comment.
- Stated that Norm Sanders called it a high priority list, but basically what happened is this language was slipped into the consensus report and no one read the report.
- She surmised that Jordan Hennessey was the individual that put Kidwell up to this and finds it very problematic because he is a principal in the corporation and he will personally benefit financially from that piece of legislation.
- Stated that the citizens problem is that there is no transparency on how this is trying to be pushed on everyone and if the Board thinks this is going to open up the doors for negotiations where people from all the municipalities are going to sit down and agree on something, they are wrong.

5. Basil Belsches

- Spoke on the legislation in the state budget that allows any affordable housing development funded by Dare County to be exempt from Municipal Planning and Zoning Regulations.
- He stated that he read in several publications that the Dare County Board of Commissioners nor the County Manager did not request nor have knowledge about this legislation and that this does not apply to Woda Cooper.
- He announced that Dare County should request the provision be removed from the budget during the technical corrections bill period and if that does not work then Dare should do the right thing and refrain from using this legislation and to make a proclamation to that effect.
- He addressed Chairman Woodard and stated that he heard his comments and he appreciates it and he volunteers his time to help in any way that he can to help solve this.

6. David Bragg

- Addressed the Board and stated that they need to revisit the Constitution and the Declaration of Independence.
- Stated that he lived in South Florida and worked three jobs to be able to live there, then moved to New Orleans and drove 45 minutes each way to work because he wanted to be in New Orleans. If people want to be in the Outer Banks then they need to take personal responsibility to do it.
- Discussed the affordable housing that was built in Portsmouth and how it was built up shortly after being built and it has now been plowed under.
- Addressed Commissioner House in regards to an email he sent him and that he never received a response. Stated that we the people elected you, and we the people are stopping you, there is no I in government and the Board works for the people.

- Stated that whenever a name is provided on who put the legislative language into the state budget he is going to put in a public records request in for all of the Board members requesting all emails, conversations, telephone calls, etc. that were had with that representative.
- Explained that Barack Obama wanted to put affordable housing in all neighborhoods and Congress and the Senate said no, but it appears that this State is going to do it.
- Noted that Chairman Woodard and Commissioner Ross attended a Nags Head Board Meeting to try to stiff arm our people into building there.
- Stated that the Board of Education owns land in Manteo that they are illegally renting with trailers on them. He asked why that site can no longer be used even though it was originally planned to?

7. Ruth Stetson

- Stated she was a Town of Manteo Commissioner and after reaching out to a Pastoral Council on this topic and she was told Proverbs 252, which essentially states that leaders need to bring truth to light for the people and we cannot hold anything back from them.
- Wanted to know about the legislation at the state and where it came from. She stated that she has been told allegedly that the North Carolina Home Builders Association and the Outer Banks Relators Association hired a lobbyist as far back as May and that lobbyist has part in this.
- Explained that she has spoken with the County Manager and the Board numerous times and feels that a voice at the table is missing. She expressed that there are many businesses and people that want housing, but there is also a lot of citizens that do not want housing and we should not insult them if they do not want it.
- She stated that the AMI is \$72,000 and the units are going to be market rate or they are going to be no more than 80% of that which is \$56,000 a year. She began talking to citizens that make these local salaries and realized that most of them do not qualify.
- She referenced the Bowsertown Project and stated that there could be ten teacher units but those units had to be put in a complete separate way.
- Stated that there are 800 housing units in the Town of Manteo and that Chairman Woodard expressed that we need 2,500 so she did a Freedom of Information Act and requested the RFQ from Coastal Affordable Housing and the signed contract. She pointed out that there is a potential proposed element of 1,000 J-housing dormitories on the signed contract.
- She asked why we are not letting the economy breath and if the Board is Republicans than they are free market capitalist and subsidizing housing is against that.
- Expressed that she can not put the puzzle together and that Dare County is the fourth largest economy in North Carolina with a \$250 million budget and was up 5% last year without raising taxes.

8. Micah Daniels

- Expressed that she is citizen and native of Dare County and she loves Dare County, and knows the Board does too.
- Stated she is extremely concerned on how affordable housing is being approached, and has many concerns about the infrastructure, medical services, and other emergency services.
- Inquired if there are creative approaches like tax incentives, or something to that nature, that would encourage people to rent out their Airbnb's as long-term rentals instead.
- Feels that Bowsertown is just low hanging fruit because she lives in Manteo and works in Wanchese and multiple times a week she is unable to get through Manteo and has to go around through Manns Harbor and cannot imagine the additional infrastructure.
- Stated she has a friend that lives behind Front Porch Café and her water is brown and it ruins her wash sometimes and the Town of Manteo has to come and work on it. Expressed that we already have a water problem and the water at her home has so much chlorine in it she has to have filters on the house.
- Feels that East Lake could be an option, it would be much more challenging in getting the infrastructure, emergency services, septic etc. but there would be more room.
- Stated that her parents have to go out of Dare County for their eye doctor appointments and their GP is six months out.
- Inquired if taking some of the housing funds and putting it towards increasing pay for teachers, emergency service workers, etc. is a possibility or if any of the money that goes to the Tourism Board could be used towards building housing in East Lake.
- Announced that she ran into someone at the Post Office who is very involved in the housing projects and shared her concerns and they told her that Dare County has the power to say no and can reject any aspect of it.

9. Debbie Carrera

- Stated that it is difficult to discuss a response to the Dare County Affordable Housing Section of the North Carolina Budget, although what is clear is that this Section of House Bill 259 limits the ability of the members of the Towns of Dare County to govern.
- Explained that after several calls to the NC General Assembly seven Representative Offices, three Senators, and two General Assembly employees a complete consensus revealed that this directive came most definitely and directly from within Dare County, the process of elimination leads us here.
- Expressed that she believes that the members of the Board care deeply about Dare County and its residents, and the Board thought the drastic measure to strip the towns of their managing control was needed after multiple failed attempts to develop affordable housing, but we are a democracy and majority of the members of Dare County do not agree. Feels that the act of defiance showed a lack of trust in the constituents and colleagues and town leaders.

- Senator Anderson, Representative Goodwin, and Representative Kidwell do not seem to remember much of the events leading up to the vote, the budget or the vote itself.
- Feels that Dare County does not need legislation from Raleigh to create housing for its residents and people want transparency in their elected officials.
- Proposed moving forward in a different direction, a more collaborative effort between the county and townships and listening to the people and create a task force amongst the Dare County Towns with each town represented.
- She asked that at the short-term session of the General Assembly in May that Dare County asked to retract the Dare County Affordable Housing Section.

10. Malcolm Fearing

- Began by saying thank you and that the emotions are high, this is a difficult issue that did not start with this Board, this issue has been around for decades. He then thanked the General Assembly and our Representatives for the \$35 million and the county for the \$12 million to address this issue.
- He expressed that he is not caring about what has happened and who did what, he is primarily caring about the person who is not in the room working that second or third job that needs a place to live.
- Referenced a contentious time with the schools when everybody was mad and the emotions were high, but the community came together and created some of the best schools in the state, he believes this can happen again with affordable housing.
- Believes that affordable home ownership should be looked at on top of affordable rent.
- Noted that one reason we have an issue is prior community leaders conserved 80% of our land mass in public hands, which leaves very little available land left to build on.
- Advocated for Buffalo City and a parcel of land that the county owns, that is cleared, has roads, and ditches. He recognized that there are issues and concerns that would be applied to that piece of property, but he suggested we look westward not just for housing, but for ballfields, schools, and pickleball courts, etc.
- Stated that it is more important to handle this situation correctly rather than quickly and that it does not fail.

11. Chris Carey

- Commented on Section 24.8 A & B and acknowledged that municipalities have raised a lot of alarms about this but has not heard anything from the county other than denials.
- Asked who Coastal Affordable Housing is that has the \$35 million, and stated that a gentleman he works with stated that they are the company that tried to build on top of the Outer Banks Disc Golf Course which did not work out.
- He stated that he researched Coastal Affordable Housing on the Secretary of State website and found someone named Tanya Twig as a representative of a

law firm in Shallotte, NC that specialize in injuries, criminal law, wrongful death, and state administration.

- Expressed that Coastal Affordable Housing does not even have a website or a public information officer. Although, Woda Cooper has a website and made comments in the newspaper, and they are reachable.
- Pointed out the following architect/construction companies and what they specialize in: SfL+A, Timmons Group Engineering, Brindley Beach Vacations, and lastly Jorden Hennessy of Pamlico Management Group who owns the dredge.
- Elaborated on Pamlico Management Group and how he does not know what that is, or the recently filed Pamlico Management Group Capital Holdings LLC that was opened back up in June. He asked was that part of the consortium or is that his own deal?
- Stated that a lot of goodwill from the communities has been lost, the heavy-handed opaque methods have scorched the earth and squandered the citizens goodwill. He does not believe the community input will count with this, it did not count with the cluster homes in Wanchese.
- It appears to him that the same things keep being tried and expecting different results and he encourages the Board to refrain from using this legislation.

The following comments were made in Buxton – There were no comments made in Buxton

The County Manager closed Public Comments at 10:11 a.m.

Chairman Woodard thanked everyone for their comments and took a moment to provide feedback to the comments.

ITEM 3B – WORKFORCE HOUSING UPDATE

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

The County Manager provided an update and history on the workforce housing projects.

Highlights of his comments are shown below:

- Affordable housing has been on the table for a while, close to 30 years.
- There was a previous Community Development Corporation that met for years trying to further the need of affordable housing. Although, they accomplished very little.
- At one-point Bowsertown became an option and a site plan was created with 45 to 47 housing units on it. Although, there were no developers that were willing to invest their money at that time.
- For over thirty years the market has not been able to address affordable housing and that is not unique to Dare County, there is an article in the paper almost every day of a community in NC that is having similar issues
- The only way to address this issue is by having some form of assistance from the government, whether it is local, state, or federal in order for it to be profitable to developers and keeping the rent reasonable.

- Before the state money became available, Dare County began working on the Bowsertown project again and was prepared to provide the money to fund it. The site is within the Town of Manteo jurisdiction and was zoned appropriately, but the county knew the main issue was trying to make the sewage work.
- The county and the Town of Manteo met multiple times over the course of a year, year and a half. The county addressed all of the issues that the Town of Manteo showed concern about, but at the end of day they still did not feel comfortable allowing the project to connect to their sewer, so that project went away.
- Around the same time the legislature identified that their fourth largest economy has a housing problem and made a substantial contribution to try to solve it and gave the county \$35 million which had strings attached and it has to be spent in a certain way.
- This money is not in the developers account, it is in the county's own trust account and the county controls it.
- Despite the land being expensive, the site in Nags Head was chosen because it was zoned for multi-family housing and it was zoned for the density of the number of units that was desired to be put there. We encouraged our developer to work with them and create a site plan that met their zoning ordinances. The developer did just that and when the town became aware that someone was going to do something in their town pursuant to their ordinances they changed the ordinances which put a stop to that project as well.
- These series of events have led us to where we are today and there has been a lot of consternation about the statute, the county did not request that, and the county's lobbyist did not lobby for it.
- Just as the Chairman meets with the Mayors monthly, the managers meet monthly as well. At the last gathering he informed all of the managers exactly what was stated at this meeting and that the county in his view had no intention of going into any town and bulldozing them.
- The \$12 million that Dare County put up is restricted to the 80% AMI and the \$35 million that the county received from the state would be roughly a hundred-million-dollar project. 35% of those units would be restricted by the 80% AMI, but the balance of those units would be whatever rent we negotiate with the developer and they would be less than market. We could solve a whole variety of our housing problems because we will have a range from 80% AMI all the way up to 120% AMI.
- The legislation only applies to the \$35 million and that money was not being used to build anything in Nags Head or Manteo, those projects came out of the \$12 million pot which is the county's money.
- It is unlikely that the county will build its way out of the housing situation, we are not going to build 2,500 or 3,000 housing units, we do not have the land for it nor the money, we have to find solutions.
- Solutions that have been suggested have been looked at. In Vale, Colorado they do some of the things that were suggested and the county has looked into some studies where you give homeowners incentives to put covenants on their houses.
- The issue in North Carolina is that a county is very limited on how they can use dollars for housing and so to do some of those things is going to require the county to do something with the legislature but we need to start having those conversations if we are ever going to solve this problem.

- If we build everything we have the money to build today we would build roughly 400 units, which is a drop in the bucket to what is actually needed.
- A task force that consists of an elected officials, managers, and planners from each! entity to start to talk about how to get these problems solved could be beneficial.
- The first step is for everyone to recognize that there is a housing problem, if everyone agrees on that then everyone can work together and accomplish great things.

Chairman Woodard opened the floor up for discussion and comment.

Commissioner Couch stated that he thinks we agrees on the what, it's the how, but we can solve these problems.

Commissioner Bateman asked Mr. Outten if they put the Task Force together, could we also give them direction? It is going to take cooperation from the municipalities to look at the 10,000 plus short-term rentals we have. Could we have our lobbyist lobby to possibly turn those short-term rentals into long-term rentals through tax incentives or tax credits, or maybe if we could use some of the \$35 million to give money back to those individuals?

Mr. Outten explained that the \$35 million is restricted strictly to building units by a private partner, so it is designated that you have to select somebody to build the units and then you give them the money to do that. It does not allow us to do anything else with it. When it comes to the goals of this committee, he explained that it is not his committee it is the Board's committee and the goals are whatever the Board sets as the goals.

Commissioner Bateman stated that his direction to the Board would be that he believes that they are missing something. There are homes west of the bypass that are not renting short-term like they were in 2021 and the houses between the highways are down roughly 35% from what they were in 2021. The oceanfront homes are still renting non-stop, but there are properties out there that people might turn to long term rentals if they get some type of incentives from the government.

Mr. Outten referenced the Veil, Colorado study and stated that they bought some houses, they paid a property owner to put covenants on a house to guarantee that it be a long-term rental, and they paid some Airbnb owners to convert then back to long-term rentals. Although, they have those authorities that we currently do not have, but it does not mean we couldn't get them. He stated that his vision of this committee would bring those type of ideas forward and we could begin doing the things we can do and then begin looking into getting the permissions that we need to do the things we can not do.

Commissioner Ross addressed Commissioner Stetson, he stated that he recalled meeting in small meetings with several of the Manteo Commissioners and speaking at length about the Bowsertown property and went through the list of things that were concerns and during those discussions, we did not slander. We meet each of the seven or eight conditions, and the Manteo Board ultimately voted unanimously no. He believes the only option forward is to speak and cooperate with an attempt to establish some common ground with each of the towns and to make the process and the negotiations very transparent.

Vice-Chairman Overman thanked everyone for the comments and that the establishment of a Task Force is the only thing left we can do and there needs to be a time frame to come up with some answers.

Mr. Outten stated that this housing issue is a long-term solution, this is going to be something that will take years, not five meetings and be done.

Chairman Woodard stated that he has spoken to several of the Mayors about forming the Task Force and they are very appreciative and very much on board. He thanked everyone for their comments and stated he was just trying to make suggestions. He reiterated what the County Manager said and that the Board does not want to come into any town and disrupt anything ordinance wise, and that they want to work with the towns. The Board respected the decision from the Town of Manteo and never criticized them one bit, and the same thing with the situation in the Town of Nags Head.

The Dare County Board of Commissioners Meeting went into recess at 10:46 a.m. The meeting resumed at 11:03 a.m.

ITEM 4 – FY 2025 NCDOT 5310, 5311, & COMBINED PROGRAM GRANT APPLICATIONS PUBLIC HEARING (Att.# 1)

Mr. Outten explained that a public Hearing is required for FY2025 NCDOT Grant Applications. The 5310 operational grant funds are used to provide transportation to seniors and individuals with disabilities. The 5311-community transportation grant reimburses administrative expenses. The combined capital grant will cover expenses for two replacement vans (per NCDOT replacement schedules) and for a total of ten revenue vans.

At 11:03 a.m. the Board held a Public Hearing to receive input concerning this agenda item.

The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton.

No one responded to the invitation to address the Board of Commissioners on this issue.

The County Manager closed the Public Hearing at 11:04 a.m.

MOTION

Vice-Chairman Overman and Commissioner House motioned to adopt the Public Transportation Resolution.

Seconded by Commissioner Bateman

Vote: AYES unanimous

ITEM 5 – C-2 ZONING TEXT AMENDMENT PUBLIC HEARING (Att.# 2)

At 11:04 a.m. the Board held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton.

No one responded to the invitation to address the Board of Commissioners on this issue.

The County Manager closed the Public Hearing at 11:05 a.m.

Mr. Gillam stated that approving the text amendment to add breweries to the list of uses in the C-2 district would also add that use in the C-3 district because the C-3 district allows all

uses that are in the C-2 district. This would primarily affect Avon, Buxton, and a small portion of Roanoke Island.

MOTION

Vice-Chairman Overman motioned that the draft amendment to add breweries to the C-2 Zoning district, section 22-25 of the Dare County Zoning Ordinance be adopted as drafted. A statement of consistency and reasonableness as prepared by staff is adopted as part of this motion.

Seconded by Commissioner Ross.

Vote: AYES unanimous

ITEM 6 – AVON ZONING MAP AMENDMENT PUBLIC HEARING (Att.# 3)

Mr. Gillam addressed the Board and stated that Joe Thompson of Land’s End Development, LLC submitted a zoning map amendment for his property located in Avon, identified as 41027 NC Hwy 12, and is currently zoned C-2. Mr. Thompson owns the adjoining property that is to the north that is zoned C-3, so he is seeking his property to be rezoned to the designation of his property next door. If the zoning amendment was to be approved, his intention is to abandon the property lines and have the property function as one which allows him to have a wider range of uses.

Commissioner Bateman inquired if it will add any addition uses? Mr. Gillam responded that it would to the property he is asking to have rezoned.

At 11:10 a.m. the Board held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton.

No one responded to the invitation to address the Board of Commissioners on this issue.

The County Manager closed the Public Hearing at 11:10 a.m.

Joe Anlauf, applicant, stated that the main thing is the functionality. The property with the pier on it has a tremendous septic system that was originally built and designed for a four-story 95 room hotel that was never built. The property has water lines and hydrants throughout the property so being able to recombine the lots would maybe allow for there to be a possible expansion of the RV Park. Mr. Anlauf then inquired how long would they have to complete all the required steps? Mr. Outten stated that it would be zoned until it is un-zoned.

MOTION

Commissioner Couch motioned that the map amendment for Land’s End Development property located 41027 NC 12 Hwy in Avon be reclassified from C-2 commercial to C-3 commercial and a finding of consistency and reasonableness is adopted as part of this motion.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 8 – GARAGE BAND CHARITIES

Michael Tillett, Richard Quidley, and Sara Hole expressed their gratitude to the Board for everything they have done to make the OBX Rod & Customs Festival possible. They

completed their fifth year of the festival which has allowed them to donate \$40,000 back to the community. They presented Angie Willis from ECSU with a \$2,500 check towards the Virginia Tillett Fund and Carla Heppert a \$10,000 check towards the Children & Youth Foundation.

ITEM 9 – RESOLUTION IN SUPPORT OF HONORING DARE COUNTY’S VETERANS BY PARTICIPATING IN OPERATION GREEN LIGHT FROM NOVEMBER 6, 2023 TO NOVEMBER 19, 2023 (Att. #4)

A resolution in support of honoring Dare County’s veterans by participating in Operation Green Light, a National Association of Counties initiative that encourages residents and businesses to show their support to local veterans by shining green lights throughout their communities to let local veterans know they are seen, appreciated and supported. The Dare County Board of Commissioners encourages its citizens to recognize the importance of honoring all those who made immeasurable sacrifices to preserve our freedom by displaying green lights in a window of their place of business or residence from November 6, 2023 through November 19, 2023.

MOTION

Commissioner House motioned to adopt the Resolution in Support of Honoring Dare’s County’s Veterans by Participating in Operation Green Light from November 6, 2023 to November 19, 2023.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 10 – CONSENT AGENDA

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

MOTION

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (09/06/23 & 09/19/23) **(Att. #5)**
- 2) Tax Collector’s Report
- 3) NC State Extension - Memorandum of Agreement
- 4) Budget Amendment - NCRPA Grant - Nerf Gun Program Fessenden Center
- 5) Reimbursement Resolution for the Series 2024A Limited Obligation Bonds **(Att. # 6)**
- 6) General Fund Budget Amendment for Transfers to Other Funds
- 7) Budget Amendment for Dredge Loan Forgiveness
- 8) Authorization to Present Service Weapon to Retiring Deputy Sheriff
- 9) DHHS-Social Services- Adult Protective Services Essential Services Fund
- 10)DHHS-Public Health Division-COVID-19 Vaccination Program Funding

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 11 – BOARD APPOINTMENTS

- 1) Juvenile Crime Prevention Council

Commissioner House motioned to reappoint Paul Pollock, Lora Gilreath, Shannon Glaser and to appoint Robin Vermillion and Eva Anderson.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

2) Library Board

Vice-Chairman Overman motioned to appoint Lisa Matthews.
Commissioner House seconded the motion.
VOTE: AYES unanimous

3) Transportation Advisory Board

Mayte Hernandez-Beacham's term expired and she did not wish to be reappointed.
Amanda Hooper resigned from her position.
The Board took no action at this time.

4) Upcoming Board Appointments

The upcoming Board appointments for November 2023, December 2023, and January, 2024 were announced.

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

Following is a brief summary outline of the items mentioned by Commissioners and the County Manager during this segment:

Commissioner Ross

- Sits on the VTCC Board and stated that they have lost one of their regular major donors to the Christmas Toy Drive.

MOTION

Commissioner Ross motioned that the Board to donate \$10,000 to the Virginia Tillett Center Christmas Toy Drive.
Seconded by Commissioner Bateman
VOTE: Ayes unanimous

- Oct. 7th: 9:00 a.m. Alzheimer's walk at the Border Station sponsored by the Dementia Friendly Task Force.
- Oct 13th: 6:00 p.m. SPCA Sponsored Stand up for Strays Comedy Club Event in Nags Head.
- Oct 21st: Love to Remember Fundraiser for the Dementia Friendly Coalition at the Duck Woods Country Club
- Oct. 27th: The OBX Hospital Cancer Center is raising funds at the "Cancer Shucks" event at Pirates Cove.
- Attended the Mountains to Sea Trail Commemoration that was supported by the group of volunteers that help make Jockey's Ridge State Park such a tremendous destination.
- Announced that Jockey's Ridge State Park are raising funds through a designated dune themed license plate.

Commissioner House

- Addressed Mr. Bragg and announced he received a copy of the email, it had gone straight to the spam mail folder, but he will respond.
- Stated that the NC Division of Marine Fisheries is getting more involved in social media and it is blatantly clear that every single post recognizes recreational fishing, there is nothing that commemorates with the commercial fishing industry.
- Our day in history: 1836 Charles Darwin completed his trip on the HMS Beagle and ended up in England which is when he began writing his theory of evolution.

- Pet of the Week: Big Yellow – a cat that is available for adoption at the OBX SPCA.

Vice-Chairman Overman

- September 13th: The Albemarle RPO met in Hertford and Mr. Bridgers stated that the planning for the Alligator River Bridge is now 95% complete.
- September 18th: The Wall the Heals Committee met with the Outer Banks Bureau, Ms. Lori Love, and the Town of Nags Head to discuss some of the late stage planning for the event. He thanked all of the Nags Head Departments for their support of this event.
- Stated that he has served on the Local CSI Board of Directors since February 2017 and it has been his pleasure to do so. He expressed that it has been challenging and informative and CSI is a great resource for Dare County. Although, feels that it is his time to step aside and have another Commissioner serve.

MOTION

Vice-Chairman Overman motioned to appoint Commissioner Rob Ross to serve on the Local CSI Board of Directors as the Dare County Commissioner Representative.

Seconded by Commissioner Bateman

VOTE: Ayes unanimous

- Congratulated and thanked Angie Austin and Stephanie Banfield, the two Employee of the Month recipients.
- Noted that we have effectively had only had one week of flounder season this year due to weather.

Commissioner Bateman

- On September 28th, we lost a local fisherman Jimmy Ruhle. He was a fisherman for almost 50 years and very active in the community.
- Commissioner Ross paired him with NC Works and he went to his first meeting in Hertford. He stated that it was very informative and feels like he can make a difference.
- Recognized October as Domestic Violence Month.
- Discussed the housing issue in Dare County and thought to himself what he has done on his end to make a difference. He concluded that he feels that he has not been successful with his efforts and feels defeated. He expressed that he is optimistic after this meeting and where the next steps may lead.
- Referenced interactions he has had with three or four people concerning housing and they need to be recognized to help show what we the Board is working towards helping.
- In July he was approached by a single mother in Kill Devil Hills, working at a convenience store and at a restaurant as a hostess, and was living in an apartment paying \$2,200 a month.
- In the Town of Manteo, there is a trailer that he went to during the storm that had a 4x4 hole in the bathroom floor where the kids jump out of the bathtub to dry off, and a hole in the roof that we give tarpons to put over it to try to prevent water from running into the house.
- There is a young lady who just graduated from COA with a nursing degree that found out by graduating and getting a \$34 an hour job, she is no longer qualified to live in the Manteo HUD Housing because she makes too much money. She can only make \$38,000 with a family of three to live in that house.

Commissioner Couch

- Acknowledged that there is a lot of vocalization going on about people that are not for essential housing, and added that he hears from his constituents on Hatteras Island on a regular basis that they are concerned that they do not have any place to live, there are grown adults living in travel trailers.
- Recognized that it is time to deal with this situation and sit down with the powers it be and go ahead and resolve the housing issue here and try to get the working people who make our economy go a place to live, it will benefit everybody.
- Stated that Hatteras Island is extremely busy, and he appreciates the traffic problems that people spoke of, but he lives in an area with one road and lives 42 miles from McDonalds and 67 miles from Wal-Mart.
- Recognized the life of Lauch Faircloth who passed away on September 14th at 95 years old, he was in the State Government and he was our Federal Representative.
- Congratulated and thanked Angie Austin and Stephanie Banfield, the two Employee of the Month recipients.

Chairman Woodard asked if the individuals that have issues with the housing projects move forward with an open mind. He also acknowledged Johnny Tillett who represents Dare County's Lobbyist group from Maguire Woods, and that we could not have a finer group of gentlemen representing us in Raleigh.

MANAGER'S/ATTORNEY'S BUSINESS

County Manager/Attorney

The Manager asked for a Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the County in order to preserve the attorney-client privilege; and to approve the minutes of the last Closed Session.

MOTION

Vice-Chairman Overman motioned to go into Closed Session pursuant to the provisions of the North Carolina General Statutes cited by the County Manager.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 12:00 p.m., the Commissioners exited the room to meet in Closed Session. They reconvened at 12:22p.m. and Mr. Outten reported that during the Closed Session the Board approved previous Closed Session Minutes, had discussion with the County Attorney in regard to the O'Hara vs. Dare case, and took no other actions.

Dorothy Hester - none

Dave Clawson – none

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

MOTION

Commissioner Ross motioned to adjourn the meeting.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 12:22p.m., the Board of Commissioners adjourned until 9:00 a.m., November 6, 2023.

Respectfully submitted,

[SEAL]

By: _____
Skyler Foley, Clerk

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.

During the meeting, several agenda items involved public comment and each speaker's position has been summarized. Attempts have been made to accurately reflect the spelling of each name as spoken at the podium or based on the legibility of the sign-in sheet.



Tax Collector's Report

Description

Sept 2023 Releases Over \$100
Sept 2023 Refunds Over \$100
Sept 2023 NCVTS Refunds Over \$100

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

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

MONTH: SEPTEMBER

DATE RANGE: 9/1/2023 - 9/30/2023

Submitted By: Becky Huff

| Taxpayer Name | Parcel # | Bill Year | Reason | Released Value | Released Tax |
|----------------------------|-----------|-----------|------------------------------|--------------------------|-----------------------|
| BEASLEY, JOBY LANE | 018743001 | 2023 | WORKING WATERFRONT DEFERMENT | \$ (55,400.00) | \$ (346.25) |
| JORDAN, ROBERT | 939500000 | 2023 | VALUE ADJUSTMENT | \$ (19,100.00) | \$ (120.16) |
| MIMS, LORRAINE | 939495000 | 2023 | VALUE ADJUSTMENT | \$ (17,243.00) | \$ (108.49) |
| BARNETT, WADE | 939537000 | 2023 | TAGGED YEARLY BY DMV | \$ (33,950.00) | \$ (205.13) |
| JANOWSKI, DEBBIE | 935799000 | 2023 | VALUE ADJUSTMENT | \$ (40,282.00) | \$ (322.45) |
| HONEYCUTT, RALPH J. JR. | 939459000 | 2023 | BOAT APPEAL | \$ (50,734.00) | \$ (327.60) |
| COGAR, CLUSTER | 939479000 | 2023 | VALUE ADJUSTMENT | \$ (23,343.00) | \$ (146.84) |
| PATTERSON, MARY LESLIE | 013213000 | 2023 | REMOVE RENTAL | \$ (15,804.00) | \$ (106.51) |
| SHAWKEY, SCOTT CHRISTOPHER | 029484000 | 2023 | REMOVE RENTAL | \$ (15,848.00) | \$ (108.18) |
| MALONE, KEVIN MURRAY | 938257000 | 2023 | BOAT APPEAL | \$ (26,566.00) | \$ (155.95) |
| BIGGS, RYAN | 939526000 | 2023 | TAGGED YEARLY BY DMV | \$ (24,250.00) | \$ (146.53) |
| TAXPAYER | 024855026 | 2023 | EXEMPT PROPERTY | \$ (1,035,000.00) | \$ (5,891.23) |
| SMITH, JEFF | 938135000 | 2023 | PP NO LONGER IN DARE COUNTY | \$ (30,075.00) | \$ (202.74) |
| OGLESBY, JONATHAN FITZHUGH | 936606000 | 2023 | BOAT SOLD 22 | \$ (39,268.00) | \$ (223.15) |
| MARTIN, HERSHEL GILBERT | 029991098 | 2023 | PREV OWNER'S PP | \$ (450,000.00) | \$ (3,692.71) |
| BIAMONTE, JOE | 937969000 | 2023 | BOAT SOLD | \$ (13,810.00) | \$ (113.32) |
| ORETO, MICHAEL RUTILIO | 015746009 | 2023 | PREV OWNER'S PP | \$ (18,090.00) | \$ (116.41) |
| FOLEY, ROBERT W JR | 963028000 | 2023 | BOAT DESTROYED | \$ (30,000.00) | \$ (193.71) |
| PEDERSEN, ROBERT C. | 937703000 | 2023 | PLANE SOLD 22 | \$ (61,970.00) | \$ (339.04) |
| FISHERMAN'S HERITAGE, LLC | 015528000 | 2023 | WORKING WATERFRONT DEFERMENT | \$ (159,000.00) | \$ (1,023.17) |
| Totals: | | | | \$ (2,159,733.00) | \$ (13,889.57) |

Refund Report for Real Estate and Personal Property

(Refunds over \$100)

MONTH: SEPTEMBER

DATE RANGE: 9/1/2023 - 9/30/2023

Submitted By: Becky Huff

| Taxpayer Name | Parcel | Bill Yr | Refund Amt | Reason | Date |
|----------------------------------|-----------|---------|---------------|-------------|-----------|
| MOOMY, ANDREW | 006838009 | 2022 | \$ (1,951.03) | OVERPAYMENT | 9/19/2023 |
| TILLET, DOROTHY M | 025463000 | 2022 | \$ (159.58) | OVERPAYMENT | 9/21/2023 |
| TEUTSCH, THORSTEN H | 011125000 | 2023 | \$ (681.65) | OVERPAYMENT | 9/21/2023 |
| SEAGLE, CAREN LYNNE | 000074000 | 2023 | \$ (538.00) | OVERPAYMENT | 9/21/2023 |
| MARKLAND, PETER W | 000767000 | 2023 | \$ (823.50) | OVERPAYMENT | 9/19/2023 |
| O'CONNELL, CIARA | 002410000 | 2023 | \$ (300.00) | OVERPAYMENT | 9/19/2023 |
| KYGER, CHRISTINE A | 002950000 | 2023 | \$ (1,226.21) | OVERPAYMENT | 9/19/2023 |
| FOSTER, RANDOLPH VAUGHAN | 004152000 | 2023 | \$ (533.38) | OVERPAYMENT | 9/19/2023 |
| MUNNELLY, DEBRA J | 005655020 | 2023 | \$ (1,111.39) | OVERPAYMENT | 9/19/2023 |
| PETERS, M POWELL CO-TRUSTEES | 006759000 | 2023 | \$ (280.59) | OVERPAYMENT | 9/21/2023 |
| SPITLER, JAMES RICHARD | 007208000 | 2023 | \$ (291.58) | OVERPAYMENT | 9/21/2023 |
| MARTIN, PAMELA CHISMAN TTEE | 007439000 | 2023 | \$ (348.69) | OVERPAYMENT | 9/19/2023 |
| DERMATAS, ANNA H | 009325000 | 2023 | \$ (425.31) | OVERPAYMENT | 9/19/2023 |
| WHALE HELLO THERE, LLC | 009615202 | 2023 | \$ (368.00) | OVERPAYMENT | 9/21/2023 |
| KELLEY, WILLIAM G | 010031010 | 2023 | \$ (372.30) | OVERPAYMENT | 9/19/2023 |
| SANDERSON, DAVID B | 010136000 | 2023 | \$ (270.00) | OVERPAYMENT | 9/21/2023 |
| COLLIER, JANE BAIRD | 011394000 | 2023 | \$ (239.30) | OVERPAYMENT | 9/19/2023 |
| O'NEAL, JIMMIE COVELL | 012821040 | 2023 | \$ (3,384.50) | OVERPAYMENT | 9/19/2023 |
| SEA VISTA WAVES LLC | 014324206 | 2023 | \$ (5,365.10) | OVERPAYMENT | 9/21/2023 |
| ROMANO, NICHOLAS SALVATORE | 014731000 | 2023 | \$ (430.31) | OVERPAYMENT | 9/21/2023 |
| FINK, MICHAEL R | 014822812 | 2023 | \$ (522.31) | OVERPAYMENT | 9/19/2023 |
| DANIELS, AMY L | 016620000 | 2023 | \$ (265.18) | OVERPAYMENT | 9/19/2023 |
| NAIRN, DEAN ALLAN TRUSTEE OF THE | 018580000 | 2023 | \$ (1,115.20) | OVERPAYMENT | 9/19/2023 |
| ANDERSON, MARK A | 019178000 | 2023 | \$ (200.00) | OVERPAYMENT | 9/19/2023 |
| GERCZAK, MELVIN, SR | 020184000 | 2023 | \$ (249.94) | OVERPAYMENT | 9/19/2023 |
| REYNOLDS, DOROTHY D | 022164000 | 2023 | \$ (583.65) | OVERPAYMENT | 9/21/2023 |
| HORN, JAMES F TTEE | 022523000 | 2023 | \$ (650.29) | OVERPAYMENT | 9/19/2023 |
| MACPHERSON, CORINNE ANN | 024410041 | 2023 | \$ (2,357.45) | OVERPAYMENT | 9/21/2023 |

Refund Report for Real Estate and Personal Property

(Refunds over \$100)

MONTH: SEPTEMBER

DATE RANGE: 9/1/2023 - 9/30/2023

Submitted By: Becky Huff

| Taxpayer Name | Parcel | Bill Yr | Refund Amt | Reason | Date |
|----------------------------|-----------|---------|-----------------------|-------------------|-----------|
| BLOTLOTS LLC | 027794015 | 2023 | \$ (3,959.28) | OVERPAYMENT | 9/19/2023 |
| TO2 PROPERTIES LLC | 028027000 | 2023 | \$ (500.00) | OVERPAYMENT | 9/21/2023 |
| SCHIANO, ANTHONY J | 028813268 | 2023 | \$ (450.05) | OVERPAYMENT | 9/21/2023 |
| DICKSESKI, FRANK J JR TTEE | 030466000 | 2023 | \$ (1,396.94) | OVERPAYMENT | 9/19/2023 |
| JOHNSON, JASON HOLLIS | 030686000 | 2023 | \$ (1,000.04) | OVERPAYMENT | 9/19/2023 |
| LUCY PROPERTIES INC | 031195007 | 2023 | \$ (104.19) | OVERPAYMENT | 9/19/2023 |
| BURCHETT, TROY L | 935050000 | 2023 | \$ (100.73) | BOAT SOLD IN 2022 | 9/19/2023 |
| SHELTON, MICHAEL N | 936799000 | 2023 | \$ (891.86) | OVERPAYMENT | 9/21/2023 |
| Total Refunds: | | | \$ (33,447.53) | | |



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Sept 2023

| Payee Name | Address 1 | Address 3 | Bill # | Tax Jurisdiction | Levy Type | Change | Interest Change | Total Change |
|--------------------------------------|----------------------|----------------------------|------------|------------------|-----------|------------|-----------------|-----------------|
| BEACH REALTY OF NORTH CAROLINA, INC. | 4826 N CROATAN HWY | KITTY HAWK, NC 27949 | 0065855395 | C99 | Tax | (\$91.54) | \$0.00 | (\$91.54) |
| | | | | T08 | Tax | (\$60.57) | \$0.00 | (\$60.57) |
| | | | | T08BN | Tax | (\$8.00) | \$0.00 | (\$8.00) |
| | | | | Refund | | | | \$160.11 |
| BROWN, TRAVIS TANNER | PO BOX 615 | SALVO, NC 27972 | 0071207986 | C99 | Tax | (\$117.15) | \$0.00 | (\$117.15) |
| | | | | F18 | Tax | (\$22.08) | \$0.00 | (\$22.08) |
| | | | | S99 | Tax | (\$29.25) | \$0.00 | (\$29.25) |
| | | | | Y52 | Tax | (\$7.84) | \$0.00 | (\$7.84) |
| | | | | Refund | | | | \$176.32 |
| COVINGTON, JEFFREY ANDREW | 1910 RIVERSHORE RD | ELIZABETH CITY, NC 27909 | 0047571008 | C99 | Tax | (\$52.33) | \$0.00 | (\$52.33) |
| | | | | T08 | Tax | (\$34.63) | \$0.00 | (\$34.63) |
| | | | | T08BN | Tax | (\$4.57) | \$0.00 | (\$4.57) |
| | | | | T08MSD | Tax | (\$13.07) | \$0.00 | (\$13.07) |
| | | | | Refund | | | | \$104.60 |
| HARTNETT, JACQUELINE WHITAKER | 55 SAILFISH DR | MANTEO, NC 27954 | 0074448495 | C99 | Tax | (\$181.31) | \$0.00 | (\$181.31) |
| | | | | T10 | Tax | (\$156.41) | \$0.00 | (\$156.41) |
| | | | | Refund | | | | \$337.72 |
| MAPLES, DARRELL WAYNE SR | 11540 TAPESTRY LN | VENICE, FL 34293 | 0065235669 | C99 | Tax | (\$98.02) | \$0.00 | (\$98.02) |
| | | | | T10 | Tax | (\$84.56) | \$0.00 | (\$84.56) |
| | | | | Refund | | | | \$182.58 |
| MONDS, KATHRYN MARIA | 416 HARBOUR VIEW DR | KILL DEVIL HILLS, NC 27948 | 0074023636 | C99 | Tax | (\$262.50) | \$0.00 | (\$262.50) |
| | | | | F50 | Tax | (\$75.05) | \$0.00 | (\$75.05) |
| | | | | S99 | Tax | (\$72.10) | \$0.00 | (\$72.10) |
| | | | | Refund | | | | \$409.65 |
| TATE, JOHN EUGENE | 406 W OCEAN ACRES DR | KILL DEVIL HILLS, NC 27948 | 0073719869 | C99 | Tax | (\$80.05) | \$0.00 | (\$80.05) |
| | | | | T07 | Tax | (\$70.95) | \$0.00 | (\$70.95) |
| | | | | Refund | | | | \$151.00 |

North Carolina Vehicle Tax System

NCVTS Pending Refund report



Sept 2023

| Payee Name | Address 1 | Address 3 | Bill # | Tax Jurisdiction | Levy Type | Change | Interest Change | Total Change |
|--------------------|--------------|-------------------------------|------------|------------------|-----------|------------|---------------------|------------------|
| WALTERS, GARY DIRK | 209 QUAIL LN | KILL DEVIL HILLS, NC 27948 | 0071347354 | C99 | Tax | (\$155.82) | \$0.00 | (\$155.82) |
| | | | | T07 | Tax | (\$124.51) | \$0.00 | (\$124.51) |
| | | | | | | | Refund | \$280.33 |
| | | | | | | | Refund Total | \$1802.31 |



Schedule of Meeting Dates for 2024

Description

The Board of Commissioners will consider the attached schedule of 2024 meeting dates

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager

Dare County Board of Commissioners
2024 – Meeting Schedule

| | | |
|------------------|-------------------|------------------|
| January | 02 (Tues) | 9:00 a.m. |
| February | 05 | 9:00 a.m. |
| March | 04 | 9:00 a.m. |
| April | 02 (Tues) | 9:00 a.m. |
| May | 06 | 9:00 a.m. |
| June | 03 | 9:00 a.m. |
| July | 15 | 9:00 a.m. |
| August | 05 | 9:00 a.m. |
| September | 03 (Tues.) | 9:00 a.m. |
| October | 07 | 9:00 a.m. |
| November | 04 | 9:00 a.m. |
| December | 02 | 9:00 a.m. |



Brightspeed Contract for Internet and Networks services

Description

5 Year contract with Brightspeed to provide Internet and Network services. New contract will have Brightspeed run fiber to nearly all county buildings and provide a 2 Gigabit outbound Internet connection.

Board Action Requested

Approve the contract

Item Presenter

Matthew Hester

BRIGHTSPEED PUBLIC SECTOR MASTER SERVICES AGREEMENT

This Master Service Agreement ("Agreement") is between **BRIGHTSPEED BROADBAND, LLC fka CenturyTel Broadband Services, LLC** and its affiliated entities providing Services under this Agreement ("Brightspeed") and **Dare County (NC)** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from Brightspeed.

1. Term. The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

2. Service. Brightspeed will provide Service in accordance with the Agreement, including all applicable Service Schedules, Addenda, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). Additional Service Attachments may be added by Amendment or by Customer placing an Order.

3. Order(s). Customer may submit requests for Service in a form designated by Brightspeed ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by Brightspeed on 30 days' written notice. Brightspeed will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which Brightspeed will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by Brightspeed's continuation of Service. For moves, adds or changes agreed to by Brightspeed, Customer will pay Brightspeed's then current charges unless otherwise specifically stated in a Service Attachment.

4. Cancellation and Termination Charges. Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion of an Order) prior to the delivery of a Connection Notice upon written notice to Brightspeed identifying the affected Order and Service. If Customer does so, Customer will pay Brightspeed a cancellation charge equal to the sum of: (1) for "Off-Net" Service, third party termination charges for the cancelled Service; (2) for "On-Net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) Brightspeed's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery. "Off-Net" is defined as local access circuits not provided on the network owned and operated by Brightspeed and its affiliates. "On-Net" is defined as local access circuits provided on the network owned and operated by Brightspeed and its affiliates.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to Brightspeed. If Customer does so, or if Service is terminated by Brightspeed as the result of Customer's default, Customer will pay Brightspeed a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; and (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term, and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service under this Agreement. The charges in this Section represent Brightspeed's reasonable liquidated damages and are not a penalty.

5. Scheduled Maintenance and Local Access. Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption Brightspeed will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide Brightspeed with circuit facility and firm order commitment information and design layout records to enable cross-connects to Brightspeed Service(s) (provided by Brightspeed subject to applicable charges), (2) cooperate with Brightspeed (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide Brightspeed a written disconnection firm order commitment from the relevant third-party provider. Brightspeed may re-provision any local access circuits from one Off-Net provider to another or to the Brightspeed On-Net service, and such changes will be treated as scheduled maintenance.

6. Service Levels.

(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If Brightspeed does not meet a Service Level, Brightspeed will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages.

BRIGHTSPEED PUBLIC SECTOR MASTER SERVICES AGREEMENT

Brightspeed's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under Section 5 and force majeure events, unless otherwise defined in a Service Attachment.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <https://www.brightspeed.com/ew/contact-us-support/>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

7. Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if Brightspeed's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to Brightspeed, provided such written notice is delivered prior to Brightspeed delivering a Connection Notice for the affected Service. This Section will not apply where Brightspeed is constructing facilities to a new location not previously served by Brightspeed.

8. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after Brightspeed's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 9.1 (Damages Limitations) and 6 (Service Levels), pursue any remedies it may have at law or in equity.

9. Liabilities and Disclaimers.

9.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

9.2 Disclaimer of Warranties. BRIGHTSPEED MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

9.3 Indemnity. Notwithstanding any contrary statements in the Agreement or its attachments, Customer is not required to indemnify Brightspeed under the Agreement to the extent prohibited by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.

10. Billing and Payment.

10.1 Commencement of Billing. Unless otherwise set forth in a Service Attachment, Brightspeed will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies Brightspeed within three days after delivery of the Connection Notice that Service is not functioning properly, Brightspeed will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If Brightspeed cannot complete installation due to Customer delay or inaction, Brightspeed may begin charging Customer for the Service, and Customer will pay such charges.

10.2 Payment of Invoices and Disputes. Unless otherwise set forth in a Service Attachment, Invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to Brightspeed must be made via an ACH transfer or any Brightspeed approved payment portal (e.g., Control Center) in the currency stated on the invoice. Brightspeed may charge administrative fees where Customer's payment and invoice preferences deviate from Brightspeed's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Brightspeed may charge Customer reasonable attorneys' fees and any third-party collection costs Brightspeed incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If Brightspeed determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after

BRIGHTSPEED PUBLIC SECTOR MASTER SERVICES AGREEMENT

Brightspeed provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

10.3 Taxes and Fees. Customer is responsible for all taxes and fees arising in any jurisdiction imposed on Customer, Brightspeed, or a Brightspeed affiliate incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). This does not include taxes based on Brightspeed's net income. Some Taxes and Fees, and costs of administering them, are recovered through a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due under this Agreement to Brightspeed, then Customer must increase the gross amount payable by Customer so that, after any deduction or withholding for such withholding Taxes, the net amount paid to Brightspeed will not be less than Brightspeed would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present Brightspeed with an exemption certificate that eliminates Brightspeed's obligation to pay certain Taxes and Fees. The exemption will apply prospectively.

10.4 Non-Appropriations. Customer intends to satisfy its obligations under this Agreement for its entire Term. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Brightspeed), Customer may terminate this Agreement without incurring any termination charges by giving Brightspeed not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by Brightspeed through the date of termination.

10.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after Brightspeed's notice requesting renegotiation, Brightspeed may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If Brightspeed does so, Customer may terminate the affected Service on notice to Brightspeed delivered within 30 days of the cost increase taking effect.

11. Customer Premises; Title to Equipment. If access to non-Brightspeed facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of Brightspeed network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to Brightspeed-provided equipment (including software) remains with Brightspeed. Customer will not create or permit to be created any encumbrances on Brightspeed-provided equipment.

12. Acceptable Use Policy and Data Protection. Customer must comply with the Acceptable Use Policy ("AUP"), which is available at <https://www.brightspeed.com/ew/about/legal/acceptable-use-policy/>, for Services purchased under this Agreement. Brightspeed may reasonably modify this policy to ensure compliance with applicable laws and regulations and to protect Brightspeed network and customers. If Customer will use the Services to process personal data subject to privacy or data protection law that requires specific terms in place with service providers, Customer is responsible for requesting such terms from Brightspeed.

13. Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). Brightspeed policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with Brightspeed regarding compliance with these rules and policies and will notify Brightspeed of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

14. International Services. In the event Brightspeed provides Services outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Brightspeed affiliate that provides the local Service(s). Such Brightspeed affiliate will invoice Customer or its local affiliate for the respective local Service(s).

BRIGHTSPEED PUBLIC SECTOR MASTER SERVICES AGREEMENT

15. General Terms.

15.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

15.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted by law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy.

15.3 Affiliates. Brightspeed may use a Brightspeed affiliate or a third party to provide Service to Customer, but Brightspeed will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

15.4 Notices. Notices will be in writing and deemed received if delivered personally, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to Brightspeed by email at BusinessDisconnects@brightspeed.com and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Billing inquiries/disputes or requests for Service Level credits must be submitted to Brightspeed via Customer's portal at <https://www.brightspeed.com/ew/contact-us-support/> or <https://www.brightspeed.com/help/contact>. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to Brightspeed at: Attn: Legal Department / Regulatory Notices, Brightspeed, P.O. Box 1330, Fayetteville, NC 28302-1330; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in Brightspeed's records, Attn: General Counsel.

15.5 Confidentiality. Brightspeed acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, open records, or similar laws and regulations (collectively, "FOI"). Customer will provide Brightspeed with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of Brightspeed confidential and proprietary information consistent with all applicable laws and regulations. Except to the extent required by a "FOI request," neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained in this Agreement. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

15.6 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance under the Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

15.7 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will

BRIGHTSPEED PUBLIC SECTOR MASTER SERVICES AGREEMENT

comply with all applicable laws, rules and regulations associated respectively with Brightspeed's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. Brightspeed is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) under this Agreement will constitute a waiver of such right(s).

15.8 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

Brightspeed Broadband, LLC

Dare County

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

Customer's Address for Notice:
Person designated for notices:

BRIGHTSPEED PUBLIC SECTOR MASTER SERVICES AGREEMENT

Pricing Attachment

Metro Ethernet pricing set forth in table below:

| Address | City | State | Zip | Bandwidth | Term (Months) | MRC | NRC |
|---------------------------|------------------|-------|-------|-----------|---------------|---------|-----|
| 370 Airport Rd | Manteo | NC | 27954 | 10G | 60 | \$1,709 | \$0 |
| 954 Marshall C Collins Dr | Manteo | NC | 27954 | 10G | 60 | \$1,709 | \$0 |
| 1632 N Croatan Hwy | Kill Devil Hills | NC | 27948 | 200M | 60 | \$539 | \$0 |
| 2089 Colington Road | Kill Devil Hills | NC | 27948 | 200M | 60 | \$539 | \$0 |
| 23679 NC Highway 12 | Waves | NC | 27982 | 200M | 60 | \$539 | \$0 |
| 2514 S Croatan Hwy | Nags Head | NC | 27959 | 200M | 60 | \$539 | \$0 |
| 2601 N Croatan Highway | Kill Devil Hills | NC | 27948 | 200M | 60 | \$539 | \$0 |
| 300 S Mustian Street | Kill Devil Hills | NC | 27948 | 200M | 60 | \$539 | \$0 |
| 359 Water Plant Road | Manteo | NC | 27954 | 200M | 60 | \$539 | \$0 |
| 46830 NC-12 | Buxton | NC | 27920 | 200M | 60 | \$539 | \$0 |
| 50225 Water Associate Rd | Frisco | NC | 27936 | 200M | 60 | \$539 | \$0 |
| 50347 NC-12 | Frisco | NC | 27936 | 200M | 60 | \$539 | \$0 |
| 600 S Mustian Street | Kill Devil Hills | NC | 27948 | 200M | 60 | \$539 | \$0 |
| 138 California Ln S | Manteo | NC | 27954 | 200M | 60 | \$539 | \$0 |
| 24297 Atlantic Drive | Rodanthe | NC | 27968 | 200M | 60 | \$539 | \$0 |
| 28 E Dogwood Trail | Kitty Hawk | NC | 27949 | 200M | 60 | \$539 | \$0 |
| 47013 Buxton Back Rd | Buxton | NC | 27920 | 200M | 60 | \$539 | \$0 |
| 47027 Buxton Back Rd | Buxton | NC | 27920 | 200M | 60 | \$539 | \$0 |
| 515 Bowsertown Road | Manteo | NC | 27954 | 200M | 60 | \$539 | \$0 |
| 5314 S Croatan Hwy | Nags Head | NC | 27959 | 200M | 60 | \$539 | \$0 |
| 6677 Hwy 64/264 | Manns Harbor | NC | 27953 | 200M | 60 | \$539 | \$0 |
| 715 Us Highway 64 | Manteo | NC | 27954 | 200M | 60 | \$539 | \$0 |
| 723 Sir Walter Raleigh | Manteo | NC | 27954 | 200M | 60 | \$539 | \$0 |
| 97 U.S. 264 | Stumpy Point | NC | 27978 | 200M | 60 | \$539 | \$0 |
| 98 Bayview Drive | Stumpy Point | NC | 27978 | 200M | 60 | \$539 | \$0 |
| 1603 Cub Rd | Manns Harbor | NC | 27935 | 200M | 60 | \$539 | \$0 |
| 107 Exeter St | Manteo | NC | 27954 | 200M | 60 | \$539 | \$0 |
| 1044 Driftwood Dr | Manteo | NC | 27954 | 200M | 60 | \$539 | \$0 |

Pricing Notes:

- The five (5) year Service Term set forth above for each site starts upon the commencement of Service provided to such site.
- The pricing set forth in the table above applies only if Brightspeed provides Service to all sites enumerated in such table.
- At any point during the applicable Service Term, Customer has the option to convert from the Metro Ethernet Service to Dedicated Internet Access (DIA) Service at any or all of the sites set forth in the above table. The early termination charges set forth in Section 4(b) of the Agreement will not apply with regard to such conversions as long as the DIA Service pricing for

BRIGHTSPEED PUBLIC SECTOR MASTER SERVICES AGREEMENT

each converted site is at an amount equal to or greater than the amounts set forth in the table above. DIA Service pricing will be provided to Customer on a site-by-site basis. Customer will be responsible for charges related to the conversion of Service, if any.

- Customer may add Service to sites in addition to those set forth in the table above at like-for-like bandwidth pricing. If such an addition is linked to the termination of Service on a site set forth on the table above, the terminated Service will not be subject to the early termination charges set forth in Section 4(b) of the Agreement. The Customer will be obligated to pay Brightspeed for any special construction and similar charges, if any, associated with installation of an added site.

BRIGHTSPEED METRO ETHERNET SERVICE SCHEDULE

The following terms and conditions, together with the Master Service Agreement (“Agreement”), will govern Customer’s use of Metro Ethernet Services (“Services”).

1. Services Description.

1.1 Description. The Services are a standards-based high-speed transport technology used for the interconnection of Local Area Networks (“LANs”) within a metropolitan area. The Services deliver access from Customer’s LAN to the Brightspeed network. The Services protect data privacy by using specialized screening software, which permits subscribers to access only their data. The Services are offered for local and intraLATA use where Brightspeed facilities exist. Each Ethernet circuit delivers full duplex, symmetrical bandwidth.

1.2. Ethernet Demarcation Point.

A. To deliver the Services over bonded copper or circuit technology, Brightspeed will place the necessary equipment at Customer premise. Customer will be provided a standard Ethernet interface in which to connect. The bonding equipment is owned and managed by Brightspeed.

B. To deliver the Services over fiber, Brightspeed will place the Ethernet Network Interface Device (“E-NID”) at Customer premise. The E-NID is owned and managed by Brightspeed. The E-NID is considered Brightspeed’s point of demarcation.

1.3 Installation of E-NID.

A. Brightspeed will procure, receive stage, configure, and test the E-NID before installation at Customer’s premise. Brightspeed will install the E-NID at a mutually agreed upon time from 8:00 am to 5:00 pm Monday through Friday local time excluding Brightspeed-observed holidays (“Normal Business Hours”). Brightspeed may charge a fee for installation outside Normal Business Hours. Brightspeed may, in its sole discretion, outsource installation of the E-NID to a third party that is capable of performing the installation; provided, however, Brightspeed will remain responsible for any such outsourced installation supplied by a third party.

B. Customer will pay Brightspeed for replacement of an E-NID that is damaged as a result of Customer’s failure to comply with this Section, including installation costs of the replacement E-NID. Additionally, Customer must continue to pay the charges for the Service provided by Brightspeed for the remainder of the Service Term, regardless of whether or not the damaged E-NID is replaced.

C. Customer must ensure the security of the E-NID located within Customer’s premises and Customer will reimburse Brightspeed for any loss or damage to the E-NID caused by Customer’s failure to properly secure Customer’s premises and/or restrict or monitor access to the NID. Customer will not access, reconfigure, attempt to repair, connect to or alter the NID except as expressly requested by Brightspeed.

1.4 Technical Specifications.

A. Services are available to customers whose serving central office is equipped with Metro Ethernet Services equipment and located within 28 km or 15 miles from the serving central office.

B. The Services operate over a shared infrastructure that provides bi-directional transmission of data based on the Ethernet standards and operates at the Layer 2 of the OSI reference model.

C. The network demarcation point is a standard Ethernet interface of 802.3 (Ethernet), 802.3u (Fast Ethernet) or 802.3z (Gigabit Ethernet) LAN interface on the Brightspeed Ethernet Services equipment at the subscriber premises. Brightspeed Ethernet Services network access for 802.3 interface is provided at 10 Mbps, while 802.3u network access is provided at 100 Mbps and 802.3z network access is provided at 1 Gigabit (1000 Mbps).

1.5 Customer Certification. Customer certifies (1) that no more than 10% of the Services will be for the transport of interstate data and (2) that it will not interconnect the Services with another carrier for

BRIGHTSPEED PUBLIC SECTOR MASTER SERVICES AGREEMENT

voice-over internet protocol applications or services and will not use the Services to connect to the public switched telephone network ("PSTN").

2. Service Term.

- 2.1 The Service Term for the Services is designated in the Agreement.
- 2.2. Termination Liability Charges will not apply when Services, or a rate element of Services, are disconnected before expiration of the Service Term as a result of a change in terms and conditions or Customer-requested upgrade to a next generation service offering, under the following conditions:
 - A. The Service Term for the new service offering is equal to or exceeds the remaining service period of the disconnected Service Term, and
 - B. The Orders to install the new service and disconnect the old Services are related together, and there is no lapse in service between the installation of the new service and the disconnection of the old Services, and
 - C. The Orders to install the new service and disconnect the old Services are for the same Customer at the same location.
- 2.3. Brightspeed will determine whether the new service qualifies as a next generation service offering.
- 2.4. Nonrecurring charges and Service Order Charges for the new service will apply according to the requirements of the new service.
- 2.5. Temporary Suspension of Service (Vacation Service), at Customer's request, is not allowed for the Services.

3. Responsibilities of the Parties.

3.1 Responsibility of Brightspeed.

- A. Brightspeed's responsibility is limited to the furnishing and maintenance of the Services to a network interface device on Customer's premises where provision is made for the connection of local service.
- B. Brightspeed is not responsible if changes in any of its facilities, operations or procedures utilized in the provision of the Services render any facilities or equipment provided by Customer obsolete, or requires modification or alteration of such equipment or system or otherwise affects its use or performance.
- C. **Preventive Maintenance.** To maintain the quality of the Services, Brightspeed reserves the right to perform preventative maintenance and software updates to the network. Brightspeed has classified maintenance as follows:
 - (1) **Scheduled Maintenance.** Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. Brightspeed will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity.
 - (2) **Demand Maintenance.** Demand maintenance may occur as a result of unexpected events and is performed when the Ethernet Services network elements are in jeopardy.

- 3.2 **Responsibility of Customer.** To ensure a smooth installation, the following responsibilities must be completed before installation of the Services, Brightspeed reserves the right, at its sole discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement with respect to Services and any associated services utilizing Services. Services will be installed at Customer's site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify Brightspeed as soon as it becomes aware of its inability.

- A. **Media Access Control (MAC) Learning.** Brightspeed will support a default MAC learning per site up to 40 MAC addresses. It is Customer's responsibility to place a router at the location to manage accordingly.
- C. **Throughput Requirement.** To protect the Brightspeed network from traffic storms, traffic controls are used to limit VLANs based on broadcast and multi-cast traffic. Brightspeed will impose a default of 1 Mbps of broadcast and multi-cast traffic per site. It is Customer's

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responsibility to notify if greater than 1 Mbps of broadcast or multi-cast traffic needs to be supported. Brightspeed will evaluate if additional broadcast or multi-cast can be supported.

- D. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer's responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water. Conduit is not required when Services are provisioned over copper or circuit bonding technology, 50 Mbps or less. Services delivered via copper/circuit bonding technology will terminate at the Brightspeed demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.
- E. Customer must provide one 20 x 44 x 3/4 inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack. If Customer is in a multi-tenant building and the shared building terminal at Customer's location does not have adequate space for Brightspeed fiber termination, Customer or building owner must provide a 24" x 24" x 9" cabinet with 3/4" plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.
- F. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All Service-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the Brightspeed demarcation point is accessible to Brightspeed technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.
- G. Customer must ensure 4 consecutive rack units of space in a 19" data rack are available for Services. Customer must provide space in a 19" wide data rack for the required hardware. The rack must be either wall or floor mounted. Brightspeed will not install the hardware on a shelf or the floor.
- H. Customer must provide a dedicated power outlet and common ground. Brightspeed termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. Brightspeed requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterruptible power supply (UPS) on the AC, Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. Brightspeed will provide for an additional charge upon request.
- I. Customer must complete inside wiring before the arrival of the Brightspeed installation technicians. Customer must extend the wiring from the demarcation point to the location where the Services will be used. Brightspeed only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its Brightspeed Account Executive to schedule the work. Brightspeed uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, Brightspeed technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.
- J. Customer must confirm Service hand-off requirements. Brightspeed will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.

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- K.** Customer must confirm that its Local Area Network (“LAN”) has an appropriate Service port available to provide the desired network functionality and is within the distance required by Service specifications. Customer will program the Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the Service-enabling equipment. Customer will provide an appropriate Service-enabling patch cable for connecting Brightspeed demarcation and Customer-provided Equipment.
- L.** Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer’s responsibility. Brightspeed will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer’s network. If Customer only requires Layer 2 bridging (a flat network) across the Services, a standard Service switch port is all that is required.
- M.** The Brightspeed installer will not connect Services to Customer’s LAN. Brightspeed installers will install the hardware and identify a port for connection. Brightspeed highly recommends the use of a qualified networking vendor to assist with LAN configuration. A Brightspeed Account Executive can provide pricing for Brightspeed network configuration for Services.
- N.** **Access to Premises.** Customer will provide Brightspeed maintenance personnel or contractors with access to Brightspeed’s equipment placed at Customer’s premises for regular maintenance and service. If Customer resides in a multi-tenant building, Customer must ensure that the Brightspeed demarcation point (the location where the Local Phone Company wires enters Customer’s building), is accessible to the Brightspeed technician. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation.
- O.** **Location of Utilities.** If construction is required, Brightspeed will not begin construction until Customer locates all private utilities on its premises.
- P.** Customer is responsible for payment of a Trouble Location Charge for visits by Brightspeed to Customer’s premises where the service difficulty or trouble report results from the use of equipment or facilities provided by Customer.
- Q.** Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by Brightspeed without the prior written consent of Brightspeed.
- R.** For maintenance purposes, upon Brightspeed’s request, Customer will be responsible for notifying Brightspeed of the type of terminating equipment used.

4. Components and Rate Elements for Services.

- 4.1. Monthly Recurring Charge (“MRC”).** Brightspeed will charge Customer a MRC for the Services. The components of the MRC are the following:

 - A. Transport.** Availability of speeds may vary by metropolitan area.
 - B. Brightspeed-owned Edge Equipment.** The Brightspeed-owned Edge Equipment is used to deliver Services and serve as Brightspeed’s management device between the central office and the last mile connection at the customer premise.. The Brightspeed-provided Ethernet Equipment is the responsibility of Brightspeed including provisioning, maintenance and repair or replacement. The Brightspeed-provided Ethernet Edge Equipment is considered Brightspeed’s demarcation point.
- 4.2. Nonrecurring Charges (“NRCs”).** Brightspeed will charge Customer NRCs for the initial installation of a Local Channel Connection to a given serving central office and for any rearrangement of an existing Local Channel Connection.
- 4.3. Move Charge.** Brightspeed will charge Customer a Move Charge for a Local Channel Connection moved to a new location, even when moved on the same premises. The Move Charge applies in addition to a Service Order Charge.
- 4.4. Service Order Charge.** A Service Order Charge is applicable per each Customer request.

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4.5. Special Construction Charges. Special Construction Charges may be applicable under special conditions. Brightspeed may charge Customer when technical limitations and/or the lack of facilities exist, or if it is necessary to construct facilities to satisfy service requests.

5. Service Level Agreement (“SLA”).

5.1 SLA. To demonstrate Brightspeed's commitment to our business customers and the reliability and quality of our data services, Brightspeed has established the SLA described in this section within Brightspeed-established Metro Areas. A Metro Area is defined by Brightspeed, in its sole discretion, based on current Ethernet availability. Brightspeed may adjust its Metro Areas at any time, even within a Service Term, without prior notice to Customer. As a result, the SLA described in this section may not be available at all times for any or all of Customer's Service locations

5.2 Commitment. The following SLA will apply to all Ethernet Circuits within a specific Metro Area. Brightspeed's commitment is 99.9% Network Availability.

A. Network Availability. Network Availability is the ability to transmit data over the Brightspeed switched Ethernet Network. Network Availability does not mean Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach Customer, as there are many factors, outside of Brightspeed's control, that can affect an end-to-end connection. Network Availability is calculated by dividing the average number of minutes that the Services are available for Customer use by the total number of minutes in each calendar month and multiplying by 100.

B. Network Availability Service Interruption. A Service Interruption is defined as a complete loss of Network Availability affecting Customer's ability to transmit data over the Brightspeed switched Ethernet network.

C. Brightspeed Data Services personnel proactively monitor the Brightspeed switched Ethernet network to ensure that the network is performing at optimal levels 24 hours per day, 365 days per year. Brightspeed monitors the core network from central office to central office. In the event of a Service Interruption at the Customer's premise, a Customer designated representative is responsible for contacting the Data Service Center by calling 833-363-2907 to reporting the trouble. At service installation, it is Customer's responsibility to provide Brightspeed with current, accurate contact information, including Customer's designated representative (s) and its hours of business operation. At all times Customer's designated representative can contact the Data Service center by calling 833-363-2907.

D. Service Interruption Time is measured from opening a Brightspeed trouble ticket for the affected circuit until restoring service for the affected circuit, less No Access and Hold Time. A trouble ticket is deemed open when the appropriate Brightspeed personnel receive notification of a trouble. A ticket is deemed restored when the repair agency restores the service and confirms with Customer. No Access Time is when Brightspeed has no access to the site and/or personnel at the site. Hold Time is the amount of time between the time Customer is notified of the repair and the time when the ticket is closed.

5.3 Service Credit.

A. If Customer believes Brightspeed has missed the Network Availability commitment, Customer must notify its Brightspeed Account Manager in writing within 15 business days after completion of the trouble ticket to request a Service Credit. Calculation of the Service Credit will begin upon notification.

B. Upon Brightspeed's verification of the underperformance, Brightspeed will issue a Service Credit to Customer for the affected site.

C. The methodology used to measure Brightspeed's performance against the applicable SLA is determined by Brightspeed in its sole and reasonable discretion and is subject to change without notice. Brightspeed will in good faith make all final determinations with respect to the existence or occurrence of a Service Interruption and the applicability of any Service Credit.

D. Service Credit. Brightspeed will provide a Service Credit equal to 1/30 of the MRC for the affected site for a Service Interruption of 20 consecutive minutes to one hour in duration plus an additional 1/30 of the MRC for each additional one hour of continuous unavailability.

5.4 Maximum Service Credits.

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- A. Service Credits issued in any calendar month under this SLA will not exceed Customer's total MRCs for the affected circuit.
- B. In any calendar month, Customer may receive no more than three Service Credits with respect to any particular Customer site.

5.5 Exclusions. This SLA does not include Service Interruptions caused by:

- A. Failure of any components beyond the core network maintained by Brightspeed such as the failure of any Customer-owned and/or maintained equipment or internal wiring on Customer's premise, beyond the local telephone company's demarcation device or smart-jack;
- B. Inaccurate, incomplete or changes to previously accepted orders;
- C. Troubles resolved as "No Trouble Found";
- D. Failure of any components that Brightspeed cannot correct because Customer is inaccessible;
- E. Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by Customer to use the data services, including without limitation, work repair or maintenance performed on Equipment located on Customer's premises by persons other than Brightspeed technicians;
- F. Excused Service Interruptions due to planned and or scheduled maintenance;
- G. Lost measurements due to Brightspeed's measurement system failure; or
- H. Fiber optic cable cuts that are not the fault of Brightspeed.

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INTERNET SERVICES SERVICE SCHEDULE

1. **General.** "Brightspeed" is defined for purposes of this Service Schedule as CenturyTel Broadband Services, LLC dba "Brightspeed" or its affiliated entities providing Services under this Service Schedule. This Service Schedule is applicable where Customer orders Brightspeed Internet Services (which may also be called Dedicated Internet Access ("DIA") or Internet Services on ordering, invoicing, or other documentation). The Service is also subject to the Master Service Agreement executed between Brightspeed and Customer, and if none, Brightspeed's standard Master Service Agreement (the "Agreement"). Brightspeed may subcontract the provision of the Service in whole or part, provided that Brightspeed remains responsible for the Service to Customer as set forth in this Service Schedule. Capitalized terms used but not defined in this Service Schedule have the definitions given to them in the Agreement.

2. Services.

2.1 **Service Description.** Brightspeed Internet Services are high speed symmetrical Internet services providing access to the global Internet ("Service"). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 10Gbps ports. Additional features and functionality may include:

- a. **IP Addresses.** IP Address space with proper justification.
- b. **Primary DNS / Secondary DNS.** Primary or Secondary DNS as requested.
- c. **Static routing / BGP peering.** Static routing or BGP peering options available.
- d. **Basic security service.** Subject to Customer having a Brightspeed-approved managed router, included as part of the Service is a one-time per 12 month period ability to request Brightspeed to temporarily (i.e., for up to 24 hours): (i) apply a temporary access control list (ACL) with up to 10 rules on such routers; (ii) set up firewall filters specifying IPs, subnets, ports, and protocols; and (iii) configure null routes. Requests that exceed this duration or frequency will be charged at \$1000 per hour with a minimum charge of \$4000.

2.2 **Flat Rate Billing.** Service with flat rate, fixed-rate, or tiered billing provides a set amount of bandwidth at a flat fixed-rate MRC. No usage element applies. Customer will not be permitted to exceed the contracted bandwidth level,

2.3 **On-Net and Off-Net Access.** Access services provided entirely on the Brightspeed owned and operated network ("Network") are "On-Net Access Services". Additionally, Brightspeed may use third parties to reach Customer's site from the Brightspeed Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, multi-tenant unit (MTU) access, or wavelength local access.

2.4 **Brightspeed Arranged Third Party Procured Internet Services.** For certain Service locations (including but not limited to where Brightspeed may lack relevant licenses to provide such service), Brightspeed may agree to arrange Internet Services using third party providers ("Third Party Internet Service"). Service options vary and may include access to the Internet via overbooked and/or non-overbooked connections, DSL technology, private leased circuits (fixed or wireless), and/or satellite. Specific service details (access type, e.g. downstream/upstream speed, customer premises equipment requirements, and number of IP addresses) also differ. Customer understands and acknowledges that Third Party Internet Service will, if requested by Customer, be provided by third party subcontractor(s) to Brightspeed and accordingly, is provided on an as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Third Party Internet Service to Brightspeed on a 24x7 basis and, in such circumstances, Brightspeed will contact the applicable third-party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Third Party Internet Service to enable installation, maintenance, repair, and disconnection of Services.

2.5 **Intended Use.** Any Dedicated Internet Access (10G or 100G port sizes only) Service is intended to be used for a mixture of internet destinations and not for traffic overly weighted towards individual networks. As such, if more than 25% of total traffic on those particular Services is carried across the inter-continental backbone links used by Brightspeed or more than 25% of total traffic (excluding traffic terminating to AS3356 or AS209) is sent towards an individual egress network (either third party peer networks or Brightspeed end customer

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networks), then Brightspeed may choose to issue written notification to Customer to remedy the imbalance, after which Customer will work with Brightspeed in good faith to remedy such imbalance. Notwithstanding the foregoing, if Customer fails to remedy the imbalance within ten (10) working days of such notification and such imbalance is of a nature that does or will negatively affect (i) the Brightspeed (or its Affiliates) network in a technical and/or operational manner or (ii) the hardware, systems or services of other orders of Brightspeed or any Brightspeed Affiliate, then Brightspeed, in its sole discretion, will have the right to (a) charge Customer for traffic breaching the limits above at an "excess burst" rate of 1.5x the negotiated CDR rate per Mbps; or (b) use technical means to withdraw access to these destinations from those Services.

2.6 Service Levels. Brightspeed Internet Services are subject to the Brightspeed Service Level Agreement which is available upon request. If Brightspeed changes the Brightspeed Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

2.7 Early Termination Fees. Customer may terminate Service at a service location after the delivery of a Connection Notice upon 30 days' written notice to Brightspeed. If Customer does so, or if Service is terminated by Brightspeed as the result of Customer's default, Customer will pay Brightspeed a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges through the end of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service under this Agreement. The charges in this Section represent Brightspeed's reasonable liquidated damages and are not a penalty.

3. Customer Responsibilities.

3.1 Charges. Customer will be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for Service as set forth in an Order(s). NRC include applicable installation charges for local-access circuit, port connection, and bandwidth. MRC include local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in the Order(s).

3.2 Additional Customer Responsibilities.

a. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Brightspeed. All IP addresses, if any, assigned to Customer by Brightspeed will revert to Brightspeed upon termination of Service, and Customer will cease using such addresses as of the effective date of termination. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation, and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

b. Brightspeed makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer agrees to notify Brightspeed in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

c. Customer agrees to comply with the rules appropriate to any network to which Customer may gain access via the products and services of Brightspeed. Customer is responsible for Customer's own network security policy and security response procedures. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that use common network features, have appropriate-security controls. Brightspeed is not responsible for Customer's loss of confidential information nor any security breaches to Customer's network, systems, or data, such as cyber attacks, ransomware, phishing, etc. Customer will not transmit or make available to the Internet any material that is illegal, libelous, tortuous, or likely to result in action against Brightspeed or its Customers. Customer agrees that under no circumstances will the Customer use Brightspeed's products or services in connection with the sending of unsolicited mass electronic mail messages, commercial or otherwise. Customer agrees not to use any Internet access connection or any products or services purchased from Brightspeed in a manner prohibited by any federal, state, county, or local law.

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3.4 Business Contact Information. Customer must provide to Brightspeed the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Brightspeed's delivery of Service under this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Brightspeed promptly of staffing or other changes that affect Brightspeed's use of Business Contact Information. Brightspeed will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Brightspeed will use the information only for the express purposes set forth in this Service Schedule. Brightspeed will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

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Service Level Agreement – Dedicated Internet Access

This Service Level Agreement (“SLA”) is with Customer and Brightspeed Broadband, LLC d/b/a “Brightspeed”. This SLA applies when Customer orders Brightspeed service(s) listed as Dedicated Internet Access Service. Customer’s sole remedies for any nonperformance, outages, failures to deliver or defects in Dedicated Internet Access Service are contained in the Service Level. Terms used but not defined in this SLA will have the meaning set forth in the Agreement. In the event of a conflict between the definition section below and a defined term in another Service Attachment, the definitions section below will prevail for purposes of interpretation of this SLA. This SLA is subject to change. If Brightspeed changes this SLA and the change is material and detrimental, Customer may receive the last version of the SLA in effect before the change.

1. Service Availability Service Level

If Dedicated Internet Access Service experiences Service Unavailability, Customer is entitled to a credit, set forth in Table 1.1, as a percentage of the Monthly Recurring Charges (“MRCs”), as applicable:

Table 1.1

| Service Availability | Availability Service Credit based on amount of time of Service Unavailability (in hrs: mins: secs) |
|-----------------------------|---|
| 99.2% | 06:00:01 - 10:00:00 = 10% 10:00:01 - 14:00:00 = 20% 14:00:01 - 18:00:00 = 30% 18:00:01 - 22:00:00 = 40% 22:00:01 - 26:00:00 = 50% 26:00:01 or greater = 100% |

2. Performance Service Level

Brightspeed offers the following Performance Service Levels for the DIA Service. For the Packet Delivery and Latency calculations in the table below, the targets are averaged monthly metrics between all designated points of presence (“POPs”) of Brightspeed (or its third party vendor for resold service) in a given region.

Table 2.1

| Regions | Latency |
|--|----------------|
| Intra-North America** | <45ms |
| Intra-Europe | <35ms |
| Intra-Asia*** | <110ms |
| Intra-Latin America | <120ms |
| Trans-Atlantic (London/Amsterdam – New York) | <95ms |
| North America to Latin America^ | <140ms |

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| | |
|--------------------------------------|--------|
| Europe to Asia [^] | <345ms |
| Europe to Latin America [^] | <210ms |
| Asia to Latin America [^] | <315ms |

** Add 90ms from/to the Mexico POP, add 30ms from/to Hawaii, and add 25ms from/to Alaska.

*** Intra-Asia[^] is defined as: Bangkok, Beijing, Hanoi, Hong Kong, Kuala Lumpur, Manila, Jakarta, Shanghai, Taipei, Tokyo, Seoul and Singapore; excluding Australia.

[^] Additionally, add the applicable "intra-region" Latency parameter above in this table for the region in which the applicable Customer site is located.

3. Service Levels Credits.

Customer will be entitled to a service credit from the MRC for the Affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the Packet Delivery or Latency service levels for the Affected Service where such failure is related to Service Unavailability under the Availability Service Level. Performance Service Levels are not applicable when availability, packet loss or latency are impacted by unmanaged Customer Premises Equipment (CPE) or CPE configuration changes. For purposes of this Agreement, CPE shall include, but not be limited to, routers, switches, Layer 3 switches, firewalls, or customer-provided extended demarcation equipment.

Table 2.1.1

| Service Level Credits | |
|-----------------------|--|
| Performance Metric | Service Level Credit |
| Packet Delivery | 99.20% to 98.50% = 10% 98.49% to 97.50% = 30% Below 97.50 = 50% |
| Latency | Excess Latency above Performance Level 1-10ms = 10% 11-25ms = 30% >25ms = 50% |

4. Chronic Outage Service Level

As its sole remedy, Customer may elect to terminate Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, the Service experiences a Chronic Outage. Chronic Outage is defined as follows:

For an affected Dedicated Internet Access Service, when that Service experiences Service Unavailability in any calendar month: (i) for more than one consecutive hour in each of three consecutive calendar months, or (ii) more than 24 aggregate hours during a calendar month.

Customer may only terminate a Service that is Unavailable as described above and must exercise its right to terminate the Affected Service under this Section, in writing, within 30 days after the event giving rise to the termination right. Customer is responsible for all Service charges until the termination date. If Customer fails to notify Brightspeed in the manner set forth in this section with

respect to the applicable termination right, Customer will have waived its right to terminate the Affected Service.

5. Credit Request Process

Unless otherwise set forth in the Agreement, Customer must notify Brightspeed of requests for service credits within 60 days after the end of the month in which the event occurred. To request a credit, Customer must contact Customer Service -- contact information is located at www.Brightspeed.com -- or deliver a written request with sufficient detail to identify the Affected Service.

6. Limitations

In no event will Service Level credits in any calendar month exceed 100% of the total MRC for the Affected Services. Unless otherwise stated, Service Levels are measured over a calendar month. Customer will not be entitled to Service Level credits for missed Service Levels due to Excused Outages or if Customer does not timely submit the request for service credit as defined in the Credit Request Process. Service Level credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges. Brightspeed's maintenance log and trouble ticketing systems are used to calculate Service Level events.

The Availability, Chronic Outage, Performance and Service Levels do not apply during the first 3 days following the Service Commencement Date. Instead, if Service is not functioning properly during the first 3 days and Customer notifies Brightspeed, Brightspeed will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable MRC for each day the Service did not function properly.

7. Definitions

"Affected Service" is defined as the Dedicated Internet Access Service at a specific service location, as well as any Brightspeed provided managed CPE, but excluding any Customer provided CPE.

"Business Day" is defined as Mon-Fri excluding all banking, U.S. holidays, and national or local holidays.

"Excluded Delay" is defined as an installation delay resulting from (a) the unavailability of required Customer personnel, including as a result of failure to provide Brightspeed with accurate, current contact information (b) Brightspeed's lack of access to the Customer premises where reasonably required to deliver the Service (c) incorrect information, equipment, cables or software components specified or supplied by Customer, (d) Customer requested changes to Customer Orders after submission and acceptance by Brightspeed, (e) Customer not being ready to receive Service (f) Customer's failure to timely provide complete configuration information (g) Customer's failure to fulfill any Customer responsibility described in the Agreement, Service Attachment, or this SLA (h) unforeseen circumstances such as construction, build requirements, shipping delays, or material/equipment shortage (i) for off-net service, delays caused by Brightspeed's third party providers or (j) force majeure events.

"Excused Outage" is defined as any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents, or its end users; (b)

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the failure or malfunction of equipment, applications, or systems not owned or controlled by Brightspeed or its third party providers; (c) Scheduled Maintenance, alteration, or implementation; (d) the unavailability of required Customer personnel, including as a result of failure to provide Brightspeed with accurate, current contact information; (e) Brightspeed's lack of access to the Customer premises where reasonably required to restore the Service; (f) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (g) Brightspeed's termination of Service for cause or Customer's use of Service in an unauthorized or unlawful manner; (h) improper or inaccurate specifications provided by Customer; (i) intentional shutdowns due to emergency intervention during security related incidents; (j) Customer-initiated changes to the network environment, architectures, or Managed Device configuration; (k) Customer's failure to comply with any environmental requirements provided by Brightspeed or (l) force majeure events.

"Latency" is defined as the monthly average time it takes for an IP test packet to travel round trip across the relevant portion of the Brightspeed Network calculated as:

$$\text{Monthly Core Network Latency} = \frac{\text{Sum of daily Average Latency calculations for a given month}}{\text{Total number of days in a month}}$$

"Dedicated Internet Access Service" is defined as Internet Service. For clarity, Ethernet services are not eligible for this SLA.

"Off-Net" is defined as local access Service not provided on the Brightspeed owned and operated network. "On-Net" is defined as local access Service provided on the Brightspeed owned and operated network.

"Packet Delivery" means the monthly average percentage of packets that are delivered over the relevant portion of the Brightspeed Network calculated as:

$$\text{Monthly Packet Delivery} = \frac{\text{Sum of daily Average Packet Delivery calculations for a given month}}{\text{Total number of days in a month}}$$

"Service Commencement Date" is defined as the date Service is installed and billing commences.

"Service Unavailability" is defined as the complete inability (for reasons other than an Excused Outage) of Customer to deliver IP packets, from an individual Customer site to the network over the Service.

"Third Party Internet Service" is defined as Internet Service provided entirely by Brightspeed's third party subcontractor(s). For clarity, Third Party Internet Service is not Off-Net Internet Service. Off-Net Internet Service is Internet Service when the local access service component is not provided on the Brightspeed owned and operated network. Customer may report faults and/or outages in Third Party Internet Service to Brightspeed on a 24x7 basis and, in such circumstances, Brightspeed will contact the applicable third-party service provider with a view to restoring service as quickly as possible.

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Brightspeed Enterprise Near-Net DIA Order Form

Order Information

| | | | |
|-----------------------------------|-------------|----------------------------------|-----------|
| Opportunity ID (Brightspeed PON): | 59100424 | Date of Quote: | 8/21/23 |
| Customer Name: | Dare County | Customer Account (BAN): | 307761800 |
| Requested Due Date: | 12/5/23 | Customer Purchase Order # (PON): | |
| Quote Expiration Date: | 11/19/23 | Quote #: | BPS-7182 |

Customer Contact Information

| | Name | Number | Email |
|-----------------------|----------------|--|--|
| Primary Contact: | Matthew Hester | 252.475.5832 | matthew.hester@darenc.gov |
| Technical Contact: | Matthew Hester | 252.475.5832 | matthew.hester@darenc.gov |
| Billing Contact: | Matthew Hester | 252.475.5832 | matthew.hester@darenc.gov |
| Local Onsite Contact: | Matthew Hester | 252.475.5832 | matthew.hester@darenc.gov |
| | | Technical Contact is same as Primary Contact | <input checked="" type="checkbox"/> |
| | | Billing Contact is same as Primary Contact | <input checked="" type="checkbox"/> |

Location Information

| | | | |
|----------------------------|---------------------------------|-----------------------|--------------------------------|
| Location Name (BLDG CLLI): | Near-Net - Fiber build Required | State or Province: | NC |
| Address: | 370 Airport Rd | Floor / Room / Suite: | Floor 1, Room-Main Data Closet |
| City: | Manteo | Interface Type | SMF |
| Zip or Postal Code: | 27954 | Connector | LC |

IP Port Information

| | MRC | NRC |
|----------------------------------|-------------------|---------------|
| Dedicated Internet Access | | |
| Term: | - | - |
| Port Speed: | - | - |
| Sub Bandwidth: | - | - |
| Managed Router: | \$1,430.00 | - |
| WAN IP's: | \$0.00 | \$0 |
| Number of Static IP's: | - | - |
| Routing Protocol: | - | - |
| Price Plan Feature Code | - | - |
| Price Plan Description | - | - |
| Build Required (Cost): | - | - |
| Total | \$1,430.00 | \$0.00 |

Notes

Customer needs /28 assigned, not /29.

Sign and send to your Sales Representative

Terms and Conditions Governing This Quote / Order

1. "Brightspeed" is defined for purposes of this quote as Brightspeed Broadband, LLC, or its affiliated entities providing Services under this quote. The quote may be referred to as an "Order" upon signature by Customer. The Brightspeed entity providing Services is identified on the invoice for the Services.
2. This confidential quote or Order may not be disclosed to third parties and is non-binding until accepted by Brightspeed, as set forth in Section 5. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Brightspeed) this document and returning it to Brightspeed.
3. If Services reflected in this quote will be purchased via an Access Service Request (ASR) by a Customer that has established such capability (e.g. generally applicable to certain wholesale customers), the following shall apply: (A) Customer's ASR shall include the applicable PNUM, if any, specified in this quote or in an applicable written agreement signed by both Parties; (B) Brightspeed reserves the right to adjust the PNUM codes used by Customers (but not the underlying rates or terms associated with the PNUM) by providing written notice to Customer; (C) if the Order involves special construction, Customer must sign this quote before submitting the ASR and Customer may also be required to sign a separate Special Construction Form reflecting the estimated construction costs; (D) if the quote reflects special pricing Customer must sign this quote before submitting the ASR; and (E) a quote that is not for special construction and does not contain custom rates is an information only quote that contains the applicable rates in effect on the Quote Issue Date for the services being quoted, but Customer will be charged the applicable rates in effect under the Governing Documents (as defined in Section 16 below) on the date the Customer ASR is accepted, and (F) if a valid PNUM is not properly specified by the Customer within an ASR the Service will be charged at the then standard Tariff or ISG rates applicable to the Service.
4. Unless otherwise specified, pricing for On-Net Services is valid for ninety (90) calendar days from the date indicated, and pricing for Off-Net Services is valid for forty-five (45) calendar days from the quote issue date, subject to Section 6 below. If the Customer doesn't sign and return the quote form to Brightspeed and, where applicable, submit an Access Service Request (ASR) within the timeframes specified above, the quote expires and the Customer must submit a request for a new quote. Any construction costs reflected on the quote is an estimate only and is subject to the terms of Section 6 below.
5. Brightspeed will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Brightspeed will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Customer will pay Brightspeed's standard expedite charges if Customer requests a delivery date inside Brightspeed's standard interval duration. Provisioning intervals will be adjusted and the "Customer Commit Date" may be adjusted as necessary to reflect any applicable notices and confirmations under Section 6 below.
6. Prior to completion of installation: Brightspeed may notify Customer in writing (including by e-mail) of additional charges due to:
 - (A) notices of additional charges received by Brightspeed from off-net vendors subsequent to the preparation of the quote. Customer has eight (8) business days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges except for out-of-pocket costs (if any) incurred in constructing facilities prior to the date of cancellation; or
 - (B) special construction costs in excess of those quoted which are determined to be necessary (e.g. as a result of a final facilities check, site survey or during the course of construction). Customer has ninety (90) calendar days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges. Brightspeed will not commence or continue any engineering or construction related to the additional costs specified in the notification until it receives from the Customer a separate signed quote or Special Construction Form (SCF) or other written confirmation of Customer's acceptance of the additional special construction costs. Brightspeed reserves the right to request payment for the additional cost, or a portion thereof, in advance of construction.
 - (C) After notice of additional costs is given pursuant to this Section 6, if costs continue to increase during the period before Customer provides confirmation of its acceptance, Brightspeed may again notify Customer of such increases, in which event the process outlined in Section 6 shall repeat with respect to such cost increase(s). Brightspeed must notify Customer of any new increases not later than seven (7) calendar days after receipt of Customer's confirmation of acceptance of costs specified in a prior notice.
7. Brightspeed will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, provided however, if Brightspeed cannot complete installation due to Customer delay or inaction, Brightspeed may begin charging Customer and Customer will pay such charges in the absence of a cancellation. If Customer notifies Brightspeed within five (5) business days after delivery of the Connection Notice that Service is not functioning properly, Brightspeed will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. Such credits shall apply in lieu of any credits that would otherwise apply under an applicable Service Level Agreement (SLA) for the affected Service. A "deficiency" in the Service will be deemed to exist for purposes of requiring correction under this paragraph if Customer would otherwise be entitled to credits under the applicable SLA if the Service had previously been functioning properly. Following expiration of the notice period specified in this paragraph and correction of deficiencies (if any) identified by Customer, subsequent non-performance, outages, failures to deliver or defects in Service will be governed by the SLA applicable to the affected Service, which shall be Customer's sole remedies for the items covered by

8. At the expiration of the Service Term, unless otherwise specified in the applicable Service Attachment, Service will continue as follows: (A) for On-Net Service, month-to-month at existing rates, subject to adjustment by Brightspeed on thirty (30) days' advance written notice, until either Party provides thirty (30) days advance written notice of termination, and (B) for Off-Net Service, at existing rates subject to adjustment and/or termination in accordance with the notice provisions governing the applicable third party carrier arrangement, and in each case such Service shall continue to be subject to the terms of the Governing Documents specified in Section 16 below, until terminated.

9. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Services will be Brightspeed's Minimum Point of Entry (MPOE) at such location (as determined by Brightspeed). Off-net demarcation points will be the off-net vendor's MPOE. If this quote identifies aspects of services that are procured by Customer directly from third parties, Brightspeed is not liable for such services.

10. Equipment provided by Brightspeed to be located in Customer's premises ("CPE") is subject to the terms of the CPE Addendum. A copy of the CPE Addendum and a list of Services to which it applies is available upon request, and Customer acknowledges its acceptance of such terms based upon review or waiver of the right to request same. If requested by Customer, and for an additional charge, Brightspeed will provide assistance with activating and/or configuring equipment on Customer's side of the demarcation point ("Activation Support").

11. Charges for Service are exclusive of Taxes and Fees. Customer is responsible for all taxes and fees, in accordance with the Governing Documents under Section 16. If Customer presents Brightspeed with a valid exemption certificate that eliminates Brightspeed's obligation to pay certain Taxes and Fees, the exemption will apply prospectively. Single prices shown for any bundled Services or for Services provided at multiple locations will be allocated among the individual Services for the purpose of applying taxes and regulatory fees and may also be divided on Customer's invoice by location served.

12. For Off-Net Services under an Order that utilize TDM access, the following apply: (a) on sixty (60) days' prior written notice, Brightspeed may re-provision Customer's Service ("Re-provision"). If Customer objects to the Re-provision, Customer may terminate the affected Service without early termination liability by notifying Brightspeed in writing within thirty (30) days of the date of the Re-provision notification; and (b) in response to a rate increase by third party providers, Brightspeed may implement a corresponding increase in rates for such Services upon sixty (60) days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Brightspeed in writing within thirty (30) days of the date of the Rerate Notice whether Customer will (i) receive the affected Service on a month-to-month basis or (ii) terminate the affected Service, subject to early termination liability charges. Under subsection (b)(ii), Customer's requested disconnect date must be within ninety (90) days of the Rerate Notice. Unless Customer so notifies Brightspeed, the affected Service will continue to be provided at the increased rates.

13. All transport Services ordered from Brightspeed will be treated as interstate for regulatory purposes. Customer may certify transport Service as being intrastate (for regulatory purposes only) in a format as required by Brightspeed, but only where the transport Services are sold on a stand-alone basis, the end points for the Service are located in the same state and neither end point is a Brightspeed provided IP port ("Intrastate Services"). Where Customer requests that Services be designated as Intrastate Services, Customer certifies to Brightspeed that not more than ten percent (10%) of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in an Order.

14. If Brightspeed offers Internet Services in the Asia-Pacific region where it does not hold a license to provide the Service, Customer consents to Brightspeed providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Brightspeed and its vendors (if any) whose Internet Services is resold by Brightspeed as its agent to the extent necessary to obtain such Service.

16. Governing Documents.

(A) If the Service(s) reflected on this quote will be provided by a Brightspeed ILEC affiliate solely pursuant to an ISG or Tariff (i.e., without a separate contract), the Order will be governed by these terms and conditions and by the terms specified in Sections 17 or 18 below, as applicable.

(B) If the Service(s) reflected on the quote will not be provided pursuant to 16(A) above, the Service identified in this Order is subject to the Master Service Agreement between Brightspeed and Customer and any applicable Service Attachments, to the extent not inconsistent with this Order. If the Master Service Agreement does not include the Service Schedule(s) applicable to the Service(s) reflected in the Order, then Brightspeed's current standard Service Schedule applicable to the Services will apply, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. If Brightspeed and Customer have not executed an MSA, Brightspeed's current standard Master Service Agreement and the standard Service Schedule(s) which are applicable to the Service(s) will govern, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. In the event of a conflict between this quote and the applicable Master Service Agreement, the terms of this quote shall apply. The applicable MSA may be between Brightspeed and Customer's affiliate, if the MSA expressly authorizes the Customer and such affiliate to both submit Orders under the MSA.

(C) This Order controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect; any reference to a Customer-issued purchase order number is for Customer's internal tracking purposes only.

(D) If any applicable Governing Documents do not contain a limitation of the following types of damages, then the following clause shall apply: Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order.

17. Additional Terms and Conditions for Services Purchased from the ISG:

A. In addition to the terms and conditions of this Order, terms and conditions for ISG services offered under this quote will be the terms found in the applicable Interstate Service Guides (the "ISGs") located at the following link: <https://www.brightspeed.com/aboutus/legal/consumer/tariff-library/tariff-information>

B. The ISGs are incorporated herein and are subject to change. Changes to the ISGs are identified at the foregoing website.

C. This quote represents a reasonable estimate of charges for Service based on the information the Customer has provided and is subject to service availability. Pricing does not include cross connects unless specifically stated. Please be aware that if Customer submits an ISG order for Service via an ASR, actual billing will be based on the specifics of Customer's ASR order, and if a valid PNUM is not properly specified the Service will be charged at the applicable ISG rates in effect on the date the ASR is accepted. Any applicable taxes, fees and surcharges will also be assessed.

D. The Services are available for the selected Service Term. If the Customer discontinues Service prior to the expiration of the term, charges will be assessed for the discontinued Service subject to the terms and conditions of the applicable ISG.

E. The ISGs contain important provisions affecting Customer's legal rights and responsibilities, including: termination liability, limitation of liability, dispute resolution, indemnification and warranty disclaimer. These provisions can be found in the sections below for each of the ISGs:

| | ISG#1 | ISG#2 | ISG#3 | ISG#4 | ISG#6 | ISG#7 | ISG#8 | ISG#9 |
|--------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Termination Liability | 7 & 20 | 5 & 20 | 7 & 20 | 7 & 22 | 7 | 7 | 7 | 7 & 22 |
| Limitation of Liability | 2.1 | 2.1 | 2.1 | 2.1 | 2.1 | 2.1 | 2.1 | 2.1 |
| Dispute Resolution | 2.3 & 2.4 | 2.3 & 2.4 | 2.3 & 2.4 | 2.3 & 2.4 | 2.3 & 2.4 | 2.3 & 2.4 | 2.3 & 2.4 | 2.3 & 2.4 |
| Indemnification | 2.1 & 2.3 | 2.1 & 2.3 | 2.1 & 2.3 | 2.1 | 2.1 & 2.3 | 2.1 & 2.3 | 2.1 & 2.3 | 2.1 & 2.3 |

Site Readiness Checklist

Site Questions

| | |
|------------------------------|-------------|
| Customer Name: | Dare County |
| Is the site ready: | Yes |
| Is your power ready: | Yes |
| Is the backboard/rack ready: | Yes |
| Is your cabling ready: | Yes |

Access Hours

| | |
|------------------------|-------|
| Customer Availability: | 8 - 5 |
|------------------------|-------|

Special Instructions

Customer needs /28, not /29 LAN IP block assigned.

Brightspeed Enterprise Near-Net DIA Order Form

Order Information

| | | | |
|-----------------------------------|-------------|----------------------------------|-----------|
| Opportunity ID (Brightspeed PON): | 59100424 | Date of Quote: | 8/21/23 |
| Customer Name: | Dare County | Customer Account (BAN): | 307761800 |
| Requested Due Date: | 12/5/23 | Customer Purchase Order # (PON): | |
| Quote Expiration Date: | 11/19/23 | Quote #: | BPS-7182 |

Customer Contact Information

| | Name | Number | Email |
|-----------------------|----------------|--|--|
| Primary Contact: | Matthew Hester | 252.475.5832 | matthew.hester@darenc.gov |
| Technical Contact: | Matthew Hester | 252.475.5832 | matthew.hester@darenc.gov |
| Billing Contact: | Matthew Hester | 252.475.5832 | matthew.hester@darenc.gov |
| Local Onsite Contact: | Matthew Hester | 252.475.5832 | matthew.hester@darenc.gov |
| | | Technical Contact is same as Primary Contact | <input checked="" type="checkbox"/> |
| | | Billing Contact is same as Primary Contact | <input checked="" type="checkbox"/> |

Location Information

| | | | |
|----------------------------|---------------------------------|-----------------------|--------------------------------|
| Location Name (BLDG CLLI): | Near-Net - Fiber build Required | State or Province: | NC |
| Address: | 370 Airport Rd | Floor / Room / Suite: | Floor 1, Room-Main Data Closet |
| City: | Manteo | Interface Type | SMF |
| Zip or Postal Code: | 27954 | Connector | LC |

IP Port Information

| | MRC | NRC |
|----------------------------------|-------------------|---------------|
| Dedicated Internet Access | | |
| Term: | - | - |
| Port Speed: | - | - |
| Sub Bandwidth: | - | - |
| Managed Router: | \$1,430.00 | - |
| WAN IP's: | \$0.00 | \$0 |
| Number of Static IP's: | - | - |
| Routing Protocol: | - | - |
| Price Plan Feature Code | - | - |
| Price Plan Description | - | - |
| Build Required (Cost): | - | - |
| Total | \$1,430.00 | \$0.00 |

Notes

Customer needs /28 assigned, not /29.

Sign and send to your Sales Representative

Terms and Conditions Governing This Quote / Order

1. "Brightspeed" is defined for purposes of this quote as Brightspeed Broadband, LLC, or its affiliated entities providing Services under this quote. The quote may be referred to as an "Order" upon signature by Customer. The Brightspeed entity providing Services is identified on the invoice for the Services.
2. This confidential quote or Order may not be disclosed to third parties and is non-binding until accepted by Brightspeed, as set forth in Section 5. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Brightspeed) this document and returning it to Brightspeed.
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4. Unless otherwise specified, pricing for On-Net Services is valid for ninety (90) calendar days from the date indicated, and pricing for Off-Net Services is valid for forty-five (45) calendar days from the quote issue date, subject to Section 6 below. If the Customer doesn't sign and return the quote form to Brightspeed and, where applicable, submit an Access Service Request (ASR) within the timeframes specified above, the quote expires and the Customer must submit a request for a new quote. Any construction costs reflected on the quote is an estimate only and is subject to the terms of Section 6 below.
5. Brightspeed will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Brightspeed will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Customer will pay Brightspeed's standard expedite charges if Customer requests a delivery date inside Brightspeed's standard interval duration. Provisioning intervals will be adjusted and the "Customer Commit Date" may be adjusted as necessary to reflect any applicable notices and confirmations under Section 6 below.
6. Prior to completion of installation: Brightspeed may notify Customer in writing (including by e-mail) of additional charges due to:
 - (A) notices of additional charges received by Brightspeed from off-net vendors subsequent to the preparation of the quote. Customer has eight (8) business days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges except for out-of-pocket costs (if any) incurred in constructing facilities prior to the date of cancellation; or
 - (B) special construction costs in excess of those quoted which are determined to be necessary (e.g. as a result of a final facilities check, site survey or during the course of construction). Customer has ninety (90) calendar days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges. Brightspeed will not commence or continue any engineering or construction related to the additional costs specified in the notification until it receives from the Customer a separate signed quote or Special Construction Form (SCF) or other written confirmation of Customer's acceptance of the additional special construction costs. Brightspeed reserves the right to request payment for the additional cost, or a portion thereof, in advance of construction.
 - (C) After notice of additional costs is given pursuant to this Section 6, if costs continue to increase during the period before Customer provides confirmation of its acceptance, Brightspeed may again notify Customer of such increases, in which event the process outlined in Section 6 shall repeat with respect to such cost increase(s). Brightspeed must notify Customer of any new increases not later than seven (7) calendar days after receipt of Customer's confirmation of acceptance of costs specified in a prior notice.
7. Brightspeed will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, provided however, if Brightspeed cannot complete installation due to Customer delay or inaction, Brightspeed may begin charging Customer and Customer will pay such charges in the absence of a cancellation. If Customer notifies Brightspeed within five (5) business days after delivery of the Connection Notice that Service is not functioning properly, Brightspeed will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. Such credits shall apply in lieu of any credits that would otherwise apply under an applicable Service Level Agreement (SLA) for the affected Service. A "deficiency" in the Service will be deemed to exist for purposes of requiring correction under this paragraph if Customer would otherwise be entitled to credits under the applicable SLA if the Service had previously been functioning properly. Following expiration of the notice period specified in this paragraph and correction of deficiencies (if any) identified by Customer, subsequent non-performance, outages, failures to deliver or defects in Service will be governed by the SLA applicable to the affected Service, which shall be Customer's sole remedies for the items covered by

8. At the expiration of the Service Term, unless otherwise specified in the applicable Service Attachment, Service will continue as follows: (A) for On-Net Service, month-to-month at existing rates, subject to adjustment by Brightspeed on thirty (30) days' advance written notice, until either Party provides thirty (30) days advance written notice of termination, and (B) for Off-Net Service, at existing rates subject to adjustment and/or termination in accordance with the notice provisions governing the applicable third party carrier arrangement, and in each case such Service shall continue to be subject to the terms of the Governing Documents specified in Section 16 below, until terminated.

9. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Services will be Brightspeed's Minimum Point of Entry (MPOE) at such location (as determined by Brightspeed). Off-net demarcation points will be the off-net vendor's MPOE. If this quote identifies aspects of services that are procured by Customer directly from third parties, Brightspeed is not liable for such services.

10. Equipment provided by Brightspeed to be located in Customer's premises ("CPE") is subject to the terms of the CPE Addendum. A copy of the CPE Addendum and a list of Services to which it applies is available upon request, and Customer acknowledges its acceptance of such terms based upon review or waiver of the right to request same. If requested by Customer, and for an additional charge, Brightspeed will provide assistance with activating and/or configuring equipment on Customer's side of the demarcation point ("Activation Support").

11. Charges for Service are exclusive of Taxes and Fees. Customer is responsible for all taxes and fees, in accordance with the Governing Documents under Section 16. If Customer presents Brightspeed with a valid exemption certificate that eliminates Brightspeed's obligation to pay certain Taxes and Fees, the exemption will apply prospectively. Single prices shown for any bundled Services or for Services provided at multiple locations will be allocated among the individual Services for the purpose of applying taxes and regulatory fees and may also be divided on Customer's invoice by location served.

12. For Off-Net Services under an Order that utilize TDM access, the following apply: (a) on sixty (60) days' prior written notice, Brightspeed may re-provision Customer's Service ("Re-provision"). If Customer objects to the Re-provision, Customer may terminate the affected Service without early termination liability by notifying Brightspeed in writing within thirty (30) days of the date of the Re-provision notification; and (b) in response to a rate increase by third party providers, Brightspeed may implement a corresponding increase in rates for such Services upon sixty (60) days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Brightspeed in writing within thirty (30) days of the date of the Rerate Notice whether Customer will (i) receive the affected Service on a month-to-month basis or (ii) terminate the affected Service, subject to early termination liability charges. Under subsection (b)(ii), Customer's requested disconnect date must be within ninety (90) days of the Rerate Notice. Unless Customer so notifies Brightspeed, the affected Service will continue to be provided at the increased rates.

13. All transport Services ordered from Brightspeed will be treated as interstate for regulatory purposes. Customer may certify transport Service as being intrastate (for regulatory purposes only) in a format as required by Brightspeed, but only where the transport Services are sold on a stand-alone basis, the end points for the Service are located in the same state and neither end point is a Brightspeed provided IP port ("Intrastate Services"). Where Customer requests that Services be designated as Intrastate Services, Customer certifies to Brightspeed that not more than ten percent (10%) of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in an Order.

14. If Brightspeed offers Internet Services in the Asia-Pacific region where it does not hold a license to provide the Service, Customer consents to Brightspeed providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Brightspeed and its vendors (if any) whose Internet Services is resold by Brightspeed as its agent to the extent necessary to obtain such Service.

16. Governing Documents.

(A) If the Service(s) reflected on this quote will be provided by a Brightspeed ILEC affiliate solely pursuant to an ISG or Tariff (i.e., without a separate contract), the Order will be governed by these terms and conditions and by the terms specified in Sections 17 or 18 below, as applicable.

(B) If the Service(s) reflected on the quote will not be provided pursuant to 16(A) above, the Service identified in this Order is subject to the Master Service Agreement between Brightspeed and Customer and any applicable Service Attachments, to the extent not inconsistent with this Order. If the Master Service Agreement does not include the Service Schedule(s) applicable to the Service(s) reflected in the Order, then Brightspeed's current standard Service Schedule applicable to the Services will apply, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. If Brightspeed and Customer have not executed an MSA, Brightspeed's current standard Master Service Agreement and the standard Service Schedule(s) which are applicable to the Service(s) will govern, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. In the event of a conflict between this quote and the applicable Master Service Agreement, the terms of this quote shall apply. The applicable MSA may be between Brightspeed and Customer's affiliate, if the MSA expressly authorizes the Customer and such affiliate to both submit Orders under the MSA.

(C) This Order controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect; any reference to a Customer-issued purchase order number is for Customer's internal tracking purposes only.

(D) If any applicable Governing Documents do not contain a limitation of the following types of damages, then the following clause shall apply: Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order.

17. Additional Terms and Conditions for Services Purchased from the ISG:

A. In addition to the terms and conditions of this Order, terms and conditions for ISG services offered under this quote will be the terms found in the applicable Interstate Service Guides (the "ISGs") located at the following link: <https://www.brightspeed.com/aboutus/legal/consumer/tariff-library/tariff-information>

B. The ISGs are incorporated herein and are subject to change. Changes to the ISGs are identified at the foregoing website.

C. This quote represents a reasonable estimate of charges for Service based on the information the Customer has provided and is subject to service availability. Pricing does not include cross connects unless specifically stated. Please be aware that if Customer submits an ISG order for Service via an ASR, actual billing will be based on the specifics of Customer's ASR order, and if a valid PNUM is not properly specified the Service will be charged at the applicable ISG rates in effect on the date the ASR is accepted. Any applicable taxes, fees and surcharges will also be assessed.

D. The Services are available for the selected Service Term. If the Customer discontinues Service prior to the expiration of the term, charges will be assessed for the discontinued Service subject to the terms and conditions of the applicable ISG.

E. The ISGs contain important provisions affecting Customer's legal rights and responsibilities, including: termination liability, limitation of liability, dispute resolution, indemnification and warranty disclaimer. These provisions can be found in the sections below for each of the ISGs:

| | ISG#1 | ISG#2 | ISG#3 | ISG#4 | ISG#6 | ISG#7 | ISG#8 | ISG#9 |
|--------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Termination Liability | 7 & 20 | 5 & 20 | 7 & 20 | 7 & 22 | 7 | 7 | 7 | 7 & 22 |
| Limitation of Liability | 2.1 | 2.1 | 2.1 | 2.1 | 2.1 | 2.1 | 2.1 | 2.1 |
| Dispute Resolution | 2.3 & 2.4 | 2.3 & 2.4 | 2.3 & 2.4 | 2.3 & 2.4 | 2.3 & 2.4 | 2.3 & 2.4 | 2.3 & 2.4 | 2.3 & 2.4 |
| Indemnification | 2.1 & 2.3 | 2.1 & 2.3 | 2.1 & 2.3 | 2.1 | 2.1 & 2.3 | 2.1 & 2.3 | 2.1 & 2.3 | 2.1 & 2.3 |

Site Readiness Checklist

Site Questions

| | |
|------------------------------|-------------|
| Customer Name: | Dare County |
| Is the site ready: | Yes |
| Is your power ready: | Yes |
| Is the backboard/rack ready: | Yes |
| Is your cabling ready: | Yes |

Access Hours

| | |
|------------------------|-------|
| Customer Availability: | 8 - 5 |
|------------------------|-------|

Special Instructions

Customer needs /28, not /29 LAN IP block assigned.



Late Applications for Property Tax Exemptions - 2023

Description

Property Tax exemption under NCGS 105-282.1(a1) (b) and accept or deny cause by applicant for failure to make a timely application for exemption or exclusion. This applies only to the taxes levied by the County of Dare in the calendar year in which the untimely application is filed.

See attached: Letters to Board of Commissioners

Board Action Requested

Approve or deny requests for late application for property tax exemption or exclusion. If late applications are approved, then approve or deny for 2023 property tax relief for: B.Sims, S.Nelson, Pirates Moor Essential Housing LLC, Fraternal Order of Eagles, and Colington VFD

Item Presenter

Maggie Dennis, Senior Property Appraiser

DARE COUNTY LATE APPLICATIONS FOR PROPERTY TAX RELIEF – 4th Quarter 2023

- 1) Bonny Sims – Disabled Veteran Widow - Kill Devil Hills District – p#002919000
 1. Office received application July 17, 2023 – after deadline
 2. Owner submitted letter explaining she did not realize the required certification form was not automatically submitted from the veteran’s affairs officer after she met with them.
 3. DVA9a Form submitted August 14, 2023

- 2) Sharon Nelson – Elderly tax exemption – Kill Devil Hills District – p#002775005
 1. Office received application May 15, 2023 – before deadline.
 2. Submitted request for extension in providing 1040 IRS form to us after June 2023 deadline– granted
 3. Letter of “good cause” submitted to us on September 14, 2023
 4. IRS Income form filed.

- 3) Pirates Moor Essential Housing, LLC - KDH out District – Parcel #008095013 AV10 – NCGS 105-278.6 Low or moderate income housing
Office Received Application: September 29, 2023
 - 1- Has been exempt previously
 - 2- Ownership changed when property sold in April 2023
 - 3- Same type of ownership as previous exempt owner
 - 4- They were not aware they would have to file a new application for 2023. Once aware, they complied immediately. (Letter attached)

- 4) Colington Volunteer Fire Dept., Inc. - Colington District - Parcel #018774003 AV10 – NCGS 105-278.6 VFD
 1. Office Received Application: May 19, 2023
 2. Property is used for training, chainsaw work, simulated search & rescue
 3. They were not aware they would have to file an application.
Once aware, they complied immediately (Letter attached)

DARE COUNTY LATE APPLICATIONS FOR PROPERTY TAX RELIEF – 4th Quarter 2023

- 5) Outer Banks Fraternal Order of Eagles – Nags Head District – p#005691000
AV10 – NCGS 105-275(18) (19)
1. Office Received Application: May 10, 2023
 2. We removed exemption when building was destroyed by fire in July 2022
 3. Started building in 2022 - building on going
 4. They continued to use the property for fundraising to fund local charities. Hotline, Cancer Research, Dare County Social Services to feed family for Thanksgiving and Senior Christmas, FFMS students for travel to Odyssey of the Mind competition, and DC school Athletic Depts.
 5. We originally denied them, but quickly realized they should qualify after discovering the philanthropic endeavors were continuing and they had an event tent set up as a temporary office.



Maggie Dennis <maggied@darenc.gov>

Board of Comm. per maggied@darenc.com

1 message

bonny sims <bsims2@hotmail.com>

Mon, Aug 14, 2023 at 8:55 AM

To: "maggied@darenc.com" <maggied@darenc.com>

Sirs/Madam:

As a first time property owner in Kill Devil Hills, NC all the requirements are new to me.

I have applied for the Veterans' tax reduction, completing the process with the Veterans Service Officer.

I was unaware that the appropriate form had not been submitted to the board, but wish to correct that as soon as possible.

Thank you for your assistance in this matter.

Sincerely,

Bonny F. Sims

[1731 Soble Dr.](#)

Kill Devil Hills, NC 27948



Maggie Dennis <maggied@darenc.gov>

Property tax relief application

1 message

Sharon Nelson <maineapp@aol.com>

Thu, Sep 21, 2023 at 3:36 PM

To: "maggied@darenc.com" <maggied@darenc.com>

To the Board of E&R:

Please accept my late application for 2023 property tax relief. All of the following requirements have been met:

1. AV-9 application was submitted in May 2023.
2. I submitted a copy of my request to the IRS for late 2022 tax filing.
3. My State and Federal taxes were filed on September 14, 2023.
4. A copy of my State and Federal returns was received by the tax office on September 18, 2023.

Thank you,

Sharon Nelson



SEP 29 2023

September 26, 2023

Dare County Justice Center
962 Marshall C. Collins Drive
PO Box 1000
Manteo, NC 27954
Attn: County Tax Assessor

Re: Pirates Moor Essential Housing LLC
2023 Application for Property Tax Exemption or Exclusion

Dear Tax Assessor Representative:

Please find enclosed an application for property tax exemption or exclusion for the above referenced property, which was recently acquired by Foresight Affordable Housing, Inc. Foresight, a 501(c)(3) nonprofit, is an affordable housing provider with a specific mission to provide and preserve quality affordable housing for low-income individuals and families. As indicated in the attached application, the purchased property is a low or moderate-income housing community which should qualify for a property tax exemption.

We appreciate your time to review the application and look forward to a favorable tax exemption reply. Should you have any questions, feel free to call me at 609-823-2500.

Sincerely,
Foresight Affordable Housing, Inc.

A handwritten signature in black ink, appearing to read "NLM", is written over a light blue horizontal line.

Nelson L. Morgan III, CPM®
Executive Vice President

NLM/gv

Enclosure

RECEIVED
MAY 19 2023

Glenn Rainey, *Fire Chief*

Frank Hendricks, *President*

Ed Cox, *Vice President*



Roger Cramer, *Treasurer*

James Norrell, *Secretary*

Will Roepcke, *Director*

COLINGTON VOLUNTEER FIRE DEPT., INC.

108 School House Road, Kill Devil Hills, NC 27948

Phone (252) 441-6234, Fax (252) 441-5887

www.colingtonfd.com, colingtonfd@gmail.com

May 16, 2023

Dare County Appraisal Department

Attn: Maggie Dennis

PO Box 1000

Manteo, NC 27954-1000

Dear Ms. Dennis.

The Colington Volunteer Fire Department is requesting consideration for property tax exemption on a piece of property the department owns. The department has a vacant lot directly behind the fire station at 121 Lovers Lane. The land is used for training occasionally for topics such as wildland firefighting, chain saw work and simulated search and recovery.

Thank you for your attention to this request.

Sincerely,

Glenn Rainey
Fire Chief



Outer Banks Fraternal Order of Eagles 4506

May 10, 2023

Margaret A. Dennis
Senior Property Appraiser
954 Marshall C. Collins Drive
P.O. Box 1000
Manteo, NC 27954

Dear Ms. Dennis,

Please accept our apologies for not submitting the appropriate application for real estate tax exemption. I followed up with our secretary and she insisted that she did not receive it. I would humbly ask that you would consider our late submission, especially under the circumstances of sustaining a large loss to our organization. We continue to use the property as much as possible and membership to fulfill our mission of helping the community.

The Outer Banks Fraternal Order of Eagles 4506 is a 501 C 8 non-profit with the sole mission of "People Helping People." FOE 4506 contributes over \$20,000 annually to different charitable organizations such as Dare County Special Olympics, GEM Adult Services, Dare Food Pantry, Dare SPCA, Hotline, Boy and Girl Scouts, and nationally over \$5,000 to the Diabetes Foundation and other National Eagle Charities.

Even after our building sustained over \$500,000 in fire damage in July 2022, the club continues to support the community. In February, FOE 4506 sponsored a Mardi Gras Gala and raised over \$11,000 for Hotline, which is the State Presidents sponsored charity this year. In March we hosted the State FOE Bowling Tournament and raised \$2,500 for Hotline and \$2,500 for EVMS Cancer Research which is the State's Auxiliary Presidents sponsored charity. Our FOE 4506 Auxiliary donated money to Dare County Social Services to feed a family during Thanksgiving, provided 15 senior citizens with \$100.00 in Christmas gifts each, \$200 to First Flight Middle to support the travel of students to the Odyssey of the Minds Competition, and in April conducted a Spring Fair to support Dare County Schools Athletic Department.

Again, we apologize that we did not make the deadline and pray for whatever relief the County deems appropriate. Please feel free to contact me for any additional information you may require.

With Kind Regards,

John E. Snyder
J. E. "Ed" Snyder, President

Attachments

*Physical Address – 2706 S Croatan Hwy, Nags Head, NC 27959
Mailing Address – P. O. Box 2109, Kill Devil Hills, NC 27948*



Service agreement with Maximus US Services, Inc.

Description

Renewal of agreement for preparation of annual cost allocation plans, EMS Medicaid cost reports, and Helicopter cost plans for fiscal years 2023-2025. Fee increase is \$5,500 for the contract period and the current year amount is included in the adopted budget.

Board Action Requested

Approve agreement and authorize Chairman or County Manager to execute.

Item Presenter

None

SERVICE AGREEMENT

This Service Agreement, (this "Agreement"), is entered into this October 5, 2023 (the "Effective Date"), by and between Maximus US Services, Inc., ("Contractor" or "Maximus"), and Dare County, North Carolina, ("Client"). In consideration of mutual promises and covenants, the parties agree as follows:

1. Scope of Services

Contractor will perform in a professional manner the Services detailed in Exhibit A.

2. Term

This Agreement commences on the Effective Date and remains in effect until April 15, 2027 unless earlier terminated in accordance with Section 4. The parties may mutually agree to extend this Agreement for two additional one-year period, pursuant to an amendment duly signed by both parties.

3. Compensation.

Client will pay Contractor the fees for services rendered as set forth in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.

4. Termination.

- a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party will provide written notice to the breaching party specifying the nature of the breach. The breaching party will have 30 days (or a longer period if the parties mutually agree) from the date of receipt to cure any of the default prior to the effective date of termination. Notice of default must be delivered by certified mail or overnight courier.
- b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. In the event the Agreement is so terminated by Client, Client will reimburse Contractor for all reasonable costs incurred by Contractor due to such early termination.
- c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the breach (if any), Client agrees to pay Contractor in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.

5. Invoicing and Payment.

Client will pay Contractor a fee for Services rendered as set forth in Exhibit A. Unless stated otherwise in Exhibit A, Client will pay all invoices in full within thirty (30) days of the invoice date. Client agrees to at all times remain current on all amounts charged for the Services and acknowledges and agrees that any breach of the foregoing shall constitute a material breach under this Agreement entitling Contractor to pursue any and all remedies available at equity or at law including the suspension or termination of the Services provided hereunder.

6. Data Accuracy.

Contractor will guide the Client to determine the data required. Client represents that all financial and statistical information provided to Contractor by Client, its employees and agents is accurate and complete to the best of its knowledge. Client further acknowledges and agrees that Contractor is entitled to rely upon the accuracy and completeness of the data to perform the Services. Client will provide all data in a timely manner sufficient to allow Contractor to provide the Services. Contractor has no liability to Client for Client's provision of incomplete, inaccurate or untimely data.

7. Records and Inspections.

Contractor will maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client will have the right to examine and audit the records and to make transcripts therefrom. Client will provide 30 days' prior written notice of its intent to inspect or audit any such records and will conduct such inspection or audit only during Contractor's normal business hours and no more than once every six months. Any employee, Contractor, subcontractor or agent of Client granted access to such records will execute a non-disclosure agreement prior to being granted access.

8. Warranties.

Contractor warrants that it will perform the services in a manner consistent with the standards typically practiced by similarly situated companies in the same industry. Contractor specifically disclaims and the Client waives, all other express or implied standard, guarantees and warranties, including but not limited to implied warranties of merchantability, or fitness for a particular purpose, custom or usage, or otherwise as to and good or services under this Agreement.

9. Client Representations & Warranties.

Client represents and warrants to Contractor that its use of the Services shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, judgments, decrees, standards, requirements or procedures enacted, adopted, applied, enforced or followed now or in the future by any federal or state governmental bodies or agencies. Client further represents and warrants to Contractor that it has obtained all necessary consents, rights and permissions to enter into this Agreement and use the Services in accordance with the terms of this Agreement.

10. Ownership of Intellectual Property.

All work, reports, writings, ideas, designs, methods, computer software (both object and source code) and data recorded in any form that exist and are owned by Maximus prior to this Agreement, or that are created, developed, written, conceived or made by Maximus or any third party (whether solely or jointly with others) as a result of, or relating specifically to this Agreement, or in the performance of the Services under this Agreement (collectively or separately, "Intellectual Property") are and shall be the exclusive property of Maximus and ownership shall vest in Maximus immediately upon creation. Nothing herein shall be deemed to grant Client any rights to the Intellectual Property except as explicitly stated in this Agreement.

11. Compatible Platforms/Hardware.

To the extent applicable to the Services that will be provided by Contractor, notwithstanding any initial set-up and/or implementation services provided by Maximus at the commencement of the Term, Client is responsible for obtaining, installing and maintaining an appropriate operating environment, including all connectivity and equipment as well as the necessary hardware, operating system software and other items required to access and use the Services (the "Operating Environment"). Maximus will not be responsible for any incompatibility between the Service and Client's Operating Environment or for Client's use of any third-party software, hardware, browsers or other products not specifically recommended or approved by Maximus for Client's use with the Services. Maximus will make written compatibility recommendations available to Client at Client's request, but, for clarity, Client is ultimately responsible for the compatibility and operation of its Operating Environment.

12. Copyright for Contractor's Proprietary Software.

To the extent that the Services provided by Contractor are generated by Contractor's proprietary software, nothing contained herein is intended nor will it be construed to require Contractor to

provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Contractor's software. Nothing in this Agreement will be construed to grant Client any rights to Contractor's materials created prior to the execution of this Agreement. All of the deliverables prepared by Contractor for Client included in the Services are specifically set out in Exhibit A.

13. Contractor Liability if Audited.

Contractor will, upon notice of audit, make work papers and other records available to the auditors. Contractor's sole responsibility under an audit will be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Contractor will not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

14. Indemnification.

To the extent allowed by law, each party (an "Indemnifying Party") will defend, indemnify and hold harmless the other party (an "Indemnified Party") from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorney fees) to the extent proximately caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party will not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, Contractors, or agents or any third party.

15. Limitation of Liability.

Client agrees that Contractor's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty will not, in the aggregate, exceed USD \$31,500.

In no event will Contractor be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Contractor relating to this Agreement must be made in writing and presented to Contractor within one (1) year after the date on which Contractor completes performance of the services specified in this Agreement.

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement will be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

For Maximus:

Leah Cullen

Consultant

808 Moorefield Park Drive, Suite 205,
Richmond, VA 23236

For Dare County, North Carolina:

Sally Defosse

Assistant Finance Director

954 Marshall C. Collins, Drive, Manteo, NC
27954

Phone: 804.323.3535

Phone: 252.475.5733

Fax: 703.251.8240

Fax:

Email: leahcullen@maximus.com

Email: sallyd@darenc.gov

Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

17. Changes.

The terms and scope of Services of this Agreement may be changed only by written agreement signed by both parties.

18. Miscellaneous.

- a. There are no third-party beneficiaries to this Agreement and nothing in this Agreement will be construed to provide any rights or benefits to any third-party.
- b. If Contractor is requested by Client to produce deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Contractor will execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Contractor's response and related to the reasonable fees of Contractor in responding. The foregoing does not: (1) diminish or negate Contractor's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Contractor is compelled by subpoena from a third party to provide Contractor deliverables, documents, records, working papers, or personnel for testimony or interviews.
- c. The parties intend that Contractor, in performing the Services specified in this Agreement will act as an independent contractor and will have full control of the work and the manner in which it is performed. Contractor and Contractor's employees are not to be considered agents or employees of Client for any purpose.
- d. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
- e. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of the provisions of this Agreement.
- f. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the parties hereto. This shall include any purchase order submitted or provided by Client, whether prior to or upon execution of this Agreement, which shall be for Client's internal purposes only. Contractor rejects, and in the future is deemed to have rejected, any purchase

order's terms to the extent they add to or conflict in any way with this Agreement or the applicable Scope of Services, and such additional or conflict terms will have no effect.

- g. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- h. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- i. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

Maximus US Services, Inc.

Dare County, North Carolina

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Sally DeToose 10/23/23

EXHIBIT A
Scope of Services & Compensation
NC CO Dare CAP EMS Heli 23-25
SCOPE OF SERVICES:

Contractor represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work will be fully qualified to perform the services described herein. Contractor reserves the right to subcontract for Services hereunder.

Description of Services:

- a) Development of a central services cost allocation plan, which identifies the various cost incurred by the client to support and administer programs that provide services directly to citizens. This plan will contain a determination of the allowable cost of providing each supporting services such as purchasing, legal counsel, disbursement processing, etc.
- b) Prepare indirect cost proposals for federal grants as necessary.
- c) Negotiation, of the completed cost allocation plan, with the representatives of the State or federal government, whichever is applicable.
- d) Complete the client's EMS Medicaid cost report.
- e) **(Optional)** Develop a Cost Allocation Plan to determine full cost per trip of EMS Helicopter operations.

COMPENSATION:

For Services provided as set forth in Exhibit A, Client agrees to pay Contractor compensation in the amount of Six Thousand Five Hundred Dollars (\$6,500) per year for the Cost Allocation Plan, One Thousand Five Hundred Dollars (\$1,500) per year for the EMS Medicaid Cost Report, and Two Thousand Five Hundred Dollars (\$2,500) for FY 23 - 25 for the Optional Helicopter Cost Allocation Plan.

Contractor will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

Fee for Cost Plan

| | | |
|--------------------|-------------|-----------------|
| Fiscal Year | 2023 | \$ 6,500 |
| Fiscal Year | 2024 | \$ 6,500 |
| <u>Fiscal Year</u> | <u>2025</u> | <u>\$ 6,500</u> |
| Sub-Total | | \$ 19,500 |

Fee for EMS Report

| | | |
|--------------------|-------------|-----------------|
| Fiscal Year | 2023 | \$ 1,500 |
| Fiscal Year | 2024 | \$ 1,500 |
| <u>Fiscal Year</u> | <u>2025</u> | <u>\$ 1,500</u> |
| Sub-Total | | \$ 4,500 |

Option Years (with fully executed amendment per Section 2. Term)

Fee for Helicopter Cost Plan (Optional)

| | |
|-------------------------------|-----------------|
| Optional Year 1 - 2023 | \$ 2,500 |
| Optional Year 2 - 2024 | \$ 2,500 |
| <u>Optional Year 3 - 2025</u> | <u>\$ 2,500</u> |
| Sub-Total | \$ 7,500 |

Contract Total **\$31,500**



Resolution for the Conveyance of Surplus Property

Description

North Carolina General Statute 160A-274 allows local governments to convey surplus property without consideration to other units of local government. Dare County owns property that has been deemed surplus and is no longer needed. Pasquotank County has expressed interest in this property. The item being conveyed is a 1997 Minolta Microfilm Reader and Printer.

Board Action Requested

Approve the Resolution authorizing the conveyance of surplus property to another unit of Local Government.

Item Presenter

Dustin Peele - Project and Procurement Manager

**RESOLUTION AUTHORIZING THE DISPOSAL OF
CERTAIN PERSONAL PROPERTY**

WHEREAS, the County of Dare owns certain items of personal property that have become surplus for its current needs;

WHEREAS, North Carolina General Statute 160A-274 permits the county to, upon such terms and conditions as it deems wise, with or without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property;

NOW, THEREFORE BE IT RESOLVED, by the Dare County Board of Commissioners that Dustin Peele, Dare County Purchasing Agent, is hereby authorized to convey, without consideration, to Pasquotank County the following items of surplus personal property:

1997 Minolta RP 603z Microfilm Reader & Printer

Said person is further authorized and directed to execute any documents, transfer title, and perform all necessary functions associated with this sale.

This the ___ day of _____.

COUNTY OF DARE, NORTH CAROLINA

Robert Woodard Sr., Chairman

[SEAL]

Skyler Foley, Clerk to the Board



Budget Amendment for Dredge Loan Forgiveness

Description

The board is requested to establish a budget for the second dredge loan forgiveness, calculated through June of 2024. The amount is an estimate based on the prior year amount. The Board is also requested to authorize the County Manager to adjust the amounts of this estimate by an additional budget amendment for the same line items, if needed.

Board Action Requested

Adopt budget amendment and authorize the County Manager to execute an additional budget amendment if needed.

Item Presenter

David Clawson, Finance Director

DARE COUNTY

BUDGET AMENDMENT

F/Y 2023-2024

| ACCOUNT | CODE | | | INCREASE | DECREASE |
|---------------------------|--------|--------|---------|-------------|----------|
| | Org | Object | Project | | |
| Department: | | | | | |
| Dredging Fund | | | | | |
| <u>Revenues:</u> | | | | | |
| Appropriated fund balance | 253571 | 499900 | | \$1,800,000 | |
| <u>Expenditures:</u> | | | | | |
| Dredge Loan Forgiveness | 254572 | 559916 | 00775 | \$1,800,000 | |

Explanation:

To establish budget for the second dredge loan forgiveness calculation.
The County Manager is authorized to change this estimate by an additional budget amendment.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

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



Budget Amendment for State and Local Cybersecurity Grant Program

Description

To establish a budget line for NCDPS State and Local Cybersecurity Grant award.

Board Action Requested

Approve budget line creation

Item Presenter

Matthew Hester

DARE COUNTY

BUDGET AMENDMENT

F/Y 2023-2024

| | ACCOUNT CODE | | | INCREASE | DECREASE |
|------------------------|--------------|--------|---------|----------|----------|
| | Org | Object | Project | | |
| Department: | | | | | |
| Information Technology | | | | | |

Revenues:

| | | | | |
|---------------------------|--------|--------|-------|-----------|
| NCDPS-Cybersecurity Grant | 103445 | 422104 | 00418 | \$100,000 |
|---------------------------|--------|--------|-------|-----------|

Expenditures:

| | | | | |
|------------------------------|--------|--------|-------|-----------|
| Capital Outlay-Cybersecurity | 104445 | 537400 | 00418 | \$100,000 |
|------------------------------|--------|--------|-------|-----------|

Explanation:

Establish budget line items for NCDPS Cybersecurity grant award.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

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



Opioid Settlement Funds Resolution

Description

Resolution to Direct Expenditure of Opioid Settlement Funds:

Implement Option A Strategy #1 Collaborative Strategic Planning to:

Engage facilitation services: Dr. Stephan Lloyd speaker fee and travel expenses, Eastern AHEC fees to provide CEUs and event coordination. Purpose: To engage stakeholders, providers and start the conversation to identify potential strategies to address root causes of addiction, drug misuse, overdoses and other aspects of the opioid epidemic in the community.

Board Action Requested

Approve Resolution and Budget Amendment.

Item Presenter

N/A

DARE COUNTY

BUDGET AMENDMENT**F/Y 2023-2024**

| | G/L Account Number | | | INCREASE | DECREASE |
|--|--------------------|--------|---------|----------|----------|
| | Org | Object | Project | | |
| Department: Opioid Settlement Funds | | | | | |
| <u>Revenues:</u> | | | | | |
| Misc Revenue - Opioid Settlement | 313052 | 460100 | 56011 | \$ | 15,000 |
| <u>Expenses:</u> | | | | | |
| Contracted Services | 314600 | 510700 | 56011 | \$ | 11,500 |
| Operating | 314600 | 513400 | 56011 | \$ | 3,500 |

Explanation:

Funds will be used for Dr. Stephan Lloyd speaker fee and travel expenses, Eastern AHEC fees to provide CEUs for licensed professionals attending event, and food for event.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

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

**A RESOLUTION BY THE COUNTY OF DARE
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

WHEREAS Dare County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”) and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”);

WHEREAS Dare County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA and SAAF, Dare County authorizes the expenditure of opioid settlement funds as follows:

1. Strategy authorized

- a. Name of strategy: Collaborative Strategic Planning
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: #1
- d. Amounted authorized for this strategy: \$15,000
- e. Period of time during which expenditure may take place:
Start date Nov 1, 2023 through End date June 30, 2024
- f. Description of the program, project, or activity: Engage facilitation services: Dr. Stephan Lloyd speaker fee and travel expenses, Eastern AHEC fees to provide CEUs and event coordination. Purpose: To engage stakeholders, providers and start the conversation to identify potential strategies to address root causes of addiction, drug misuse, overdoses and other aspects of the opioid epidemic in the community.
- g. Provider: Dare County Health & Human Services

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$15,000.

Adopted this the 6th day of November, 2023.

Robert Woodard Sr.,
Chair County Board of Commissioners

ATTEST:

Skyler Foley, Clerk to the Board

COUNTY SEAL



*Dare County Health & Human Services-Public Health Division
Charles W Gaddy and Lucy Finch Gaddy Endowment Fund
North Carolina Community Foundation*

Description

The Public Health Division has received a grant from North Carolina Community Foundation, Charles W Gaddy and Lucy Finch Gaddy Endowment Fund. The funding is to be used to purchase Harm Reduction Supplies including Naloxone, test strips, educational materials, printing, signage and equipping the mobile Harm Reduction vehicle with storage bins, wound care supplies and other community harm reduction supplies needed.

Board Action Requested

Approve Budget Amendment

Item Presenter

N/A

DARE COUNTY

BUDGET AMENDMENT**F/Y 2023-2024**

| | G/L Account Number | | | INCREASE | DECREASE |
|---|--------------------|--------|---------|----------|----------|
| | Org | Object | Project | | |
| Department: Human Services - Public Health | | | | | |
| <u>Revenues:</u> | | | | | |
| NCCF - Gaddy Endowment Fund | 103052 | 464713 | 56005 | \$ | 15,000 |
| <u>Expenses:</u> | | | | | |
| Materials | 104600 | 513323 | 56005 | \$ | 1,000 |
| Medical Supplies | 104600 | 513303 | 56005 | \$ | 12,500 |
| Operating | 104600 | 513400 | 56005 | \$ | 1,500 |

Explanation:

Grant Funding received. Funding will be used for Naloxone, test strips, educational materials, printing, signage and storage bins, wound care supplies and other harm reduction supplies needed for the mobile Harm Reduction vehicle.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

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

NORTH CAROLINA
COMMUNITY FOUNDATION



September 28, 2023

Ms. Sheila Davies
Director, Public Health Division
Dare County Department of Health and Human Services
PO Box 669
Manteo, NC 27954

Dear Ms. Davies:

We are pleased to inform you that your organization is the recipient of a grant from the *Charles W. Gaddy and Lucy Finch Gaddy Endowment Fund*, a component fund of the North Carolina Community Foundation, in the amount of \$15,000.00 for Harm Reduction Supplies.

The grant check is enclosed. By depositing this grant check, you agree to NCCF's terms and conditions, set out on page two. If you have any questions about the terms and conditions of this grant, please contact Tyran Hill, Director of Community Investment, at thill@nccommunityfoundation.org or (828) 772-1886.

The donors to this fund have already received tax acknowledgement for their gift; please do not issue a tax acknowledgment to either the recommending donor(s) or NCCF. Should you choose to send a thank you letter, send it to the following address:

Mr. Fin Gaddy
117 Weir Point Drive
Manteo, NC 27954

When publicizing this grant, please use language noting the organization or program is "funded with support from Charles W. Gaddy and Lucy Finch Gaddy Endowment Fund, a fund administered by the North Carolina Community Foundation." More detailed instructions on how to acknowledge this grant can be found at nccommunityfoundation.org/publicity.

The North Carolina Community Foundation is happy to provide this support to your organization.

Warm Regards,

A handwritten signature in black ink, appearing to read 'Jennifer Tolle Whiteside', with a long, sweeping underline.

Jennifer Tolle Whiteside
President



Organization Name/Grantee: **Dare County Department of Health and Human Services**

Grant Purpose: **for Harm Reduction Supplies**

Amount Awarded: **\$15,000.00**

Grant date: **9/28/2023**

Fund Name: **Charles W. Gaddy and Lucy Finch Gaddy Endowment Fund**

By depositing the grant check, Grantee agrees to the following grant terms and conditions:

- Grantee certifies to the North Carolina Community Foundation (“Foundation”) that it is an organization that is a government entity, religious organization, and/or an organization that is currently recognized by the IRS as a public charity under section 501(c)(3) of the Internal Revenue Code. If Grantee has tax-exempt status through another section of the Code, documentation must be provided to the Foundation.
- Grantee agrees to notify the Foundation of any change in tax-exempt status or in its ability to execute the grant and use grant funds for the stated purpose of the grant.
- Grantee will utilize funding only for charitable purposes detailed above and/or in the grant award notification letter.
- Grantee offers programs and services without discrimination on the basis of age, race, national origin, ethnicity, gender, physical ability, sexual orientation, political affiliation, or religious belief.
- Grantee certifies that this grant does not represent payment of a pledge or other personal financial obligation on behalf of any Fund representative(s), family members, or businesses they control.
- Grantee certifies that no tangible benefit, goods, or services (including dinners, tickets, seating priority, etc.) were or will be received by any individual or entities connected with the Fund.
- Grantee certifies this grant was not earmarked for lobbying, electioneering, or political activities of any kind.
- In compliance with Executive Order 13224 and the Patriot Act, grantee certifies that it is not a terrorist or terrorist-supporting organization and agrees not to promote or engage in violence, terrorism, or bigotry.
- Any unused portion of the Foundation grant funding must be returned to the Foundation upon completion of the grant term. Unless otherwise specified, the grant term is one calendar year following the date of the grant check. This is not applicable to grants provided for general operating support.
- Grantee certifies that the Foundation may publicly announce the award in any fashion. Grantee will acknowledge support from NCCF in all publicity, exhibits and publications as "support from Charles W. Gaddy and Lucy Finch Gaddy Endowment Fund, a fund administered by the North Carolina Community Foundation." More detailed instructions on how to acknowledge this award can be found at nccommunityfoundation.org/publicity.
- Grantee will promptly provide additional information, reports, or documents as the Foundation may request.
- Grantee will promptly notify the Foundation if its contact information changes.
- The Foundation reserves the right to terminate this grant should the Grantee fail to comply with the terms and conditions of this agreement.



DocRouter Plus User Agreement - Register of Deeds

Description

Following is a multi-year DocRouter Plus User Agreement with eRecording Partners Network, LLC., the developer, owner, and operator of the Internet accessible program "DocRouter Plus." This program allows the County to retrieve documents either recorded or intended to be recorded in the County's land records recording system & subsequently transmit them to various departments/offices within the County.

Board Action Requested

Approve the User Agreement and authorize the County Manager to sign.

Item Presenter

N/A

DOCROUTER PLUS USER AGREEMENT

THIS DOCROUTER PLUS USER AGREEMENT (“**Agreement**”) is made as of _____ (the “Effective Date”) by and between **eRecording Partners Network, LLC.**, a Minnesota Limited Liability Company, (“**ePN**”) and _____ County, (State) (“**County**”). In consideration of the promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

WHEREAS, ePN is the developer, owner, and operator of an Internet accessible program ("**DocRouter Plus**") that allows for certain documents in possession of County to be electronically transmitted by County to one or more departments or offices within the County; and

WHEREAS, County desires to access and use DocRouter Plus to retrieve documents either recorded or intended to be recorded in the County’s land records recording system and subsequently transmit those documents to other departments within the County and/or various other County offices located within County.

NOW THEREFORE, in consideration of the promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Services

ePN agrees to provide County the right to the access and use of DocRouter Plus and ePN shall supply the services and support for County’s access and use of DocRouter Plus all as described in Exhibit A which is attached hereto and incorporated herein by reference.

2. Payments. To access and use DocRouter Plus, County hereby agrees to have ePN charge the eRecording vendors a toll fee to utilize the service of electronically routing their documents.

3. Ownership of DocRouter Plus

DocRouter Plus, including without limitation, the software, documentation and other intellectual property rights related thereto, and any modifications, enhancements, or derivative works made to DocRouter Plus are, shall be and will remain the exclusive intellectual property of ePN. Except as may be otherwise provided in this Agreement, County shall have no right, title or interest in DocRouter Plus, including without limitation, the software, documentation, and other intellectual property rights related thereto, and any modifications, enhancements, or derivative works.

4. Right of Use

Subject to the terms and conditions of the Agreement, ePN grants to County a non-exclusive, non-transferable, non-sublicenseable right to access and use DocRouter Plus, subject to the terms and conditions of this Agreement. This right of use is personal to County and is expressly restricted to use by County for its own internal business purposes. County will be responsible for any use of DocRouter Plus by any County employee or any third party having access to County's documents and/or computer systems.

County is responsible for its own Internet connection and must use software, systems and equipment compatible with DocRouter Plus as specified in Exhibit A. ePN is not responsible for any County data lost, altered, intercepted or stored across networks not owned or operated by ePN.

5. Updates and Enhancements

The terms of this Agreement apply to any updates or enhancements made to DocRouter Plus by ePN, unless ePN provides different terms. County understands that updates of or enhancements to DocRouter Plus or any component of DocRouter Plus and changes in the access rules to DocRouter Plus as set forth herein may be announced and made by ePN from time to time. ePN agrees to notify County in writing as much in advance as is practicable of any announced changes to DocRouter Plus. County shall be responsible for reviewing all announced changes to DocRouter Plus and for communicating all announced changes to County's users of DocRouter Plus.

6. Copyright Restrictions

The DocRouter Plus Web site ("Site") and DocRouter Plus program ("**Program**"), including any of its modules, are the copyrighted property of ePN and/or its various third party providers and distributors. ePN has license protection mechanisms designed to manage and protect ePN's and its suppliers' intellectual property rights. County shall not directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of DocRouter Plus; (b) modify, translate, or create derivative works based on DocRouter Plus; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the access and use of DocRouter Plus; (d) remove any proprietary notices from DocRouter Plus (e) publish or disclose to third parties any evaluation of DocRouter Plus without prior written consent of ePN; (f) except as otherwise expressly permitted in this Agreement, edit, reproduce, publish, broadcast, transmit, distribute, perform, display, sell or in any way exploit DocRouter Plus in any manner; or (g) attempt to reproduce DocRouter Plus or any portion thereof. Unauthorized use of the Site or the Program and/or the materials contained on the Site or in the Program may violate applicable copyright, trademark or other intellectual property laws or other laws.

7. Monitoring

County agrees that ePN has no obligation to, but may monitor and review

information regarding County's access to and use of DocRouter Plus. County agrees that ePN may remove or prohibit the transmission or receipt of any information that ePN deems inappropriate or in violation of any of the terms of this Agreement and use any such information as necessary to protect the rights or property of ePN. County further agrees that ePN may also monitor and review stored information without restriction. County hereby specifically acknowledges and consents to such monitoring and reviewing.

8. Links to Other Web Sites

The Site may contain links to other Web sites. ePN is not responsible for the content, accuracy or opinions expressed in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by ePN. Inclusion of any linked Web site on Site does not imply approval or endorsement of the linked Web site by ePN. If County decides to leave Site and access these third-party sites, County does so solely at its own risk.

9. Confidentiality

Except as otherwise may be provided herein, each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("**Receiving Party**") from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any DocRouter Plus technology, performance information relating to DocRouter Plus, and the terms and conditions of this Agreement shall be deemed Confidential Information of ePN without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

10. Trademarks, Publicity and Use of Certain Information

Neither party shall use the name, logos, service marks or trademarks of the other party without the express written consent of the other party. The parties may disclose to any person

or entity the existence and general nature of this Agreement, but shall not disclose the terms of this Agreement, without the prior written consent of the other.

11. Warranties, Limitation of Liability and Disclaimer

11.1 ePN represents and warrants to County that (a) it is duly organized, validly existing, and in good standing under the laws of the State of Minnesota and has all requisite rights, power, and authority to enter into and perform its obligations under this Agreement, and (b) it will comply with all applicable laws and regulations in the performance of its obligations under this Agreement.

11.2 County represents and warrants to ePN that (a) it is duly organized, validly existing, and in good standing under the laws of the State in which it resides and has all requisite rights, title, power, and authority to enter into and perform its obligations under this Agreement, and (b) it will comply with all applicable laws and regulations in the performance of its obligations under this Agreement.

11.3 THE INFORMATION AND DOCUMENTS MAINTAINED IN THE DocRouter Plus ARE PROVIDED BY COUNTY. ePN MAKES NO WARRANTY OR REPRESENTATION TO COUNTY REGARDING THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO OR BY THE COUNTY, WHETHER AS INDEXING INFORMATION, A DOCUMENT OR OTHERWISE. ePN SHALL HAVE NO LIABILITY TO COUNTY OR ANY OTHER PERSON WITH RESPECT TO ANY DAMAGES OR LOSSES REALIZED BY THEIR RELIANCE UPON ANY SUCH INFORMATION. COUNTY ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR VERIFYING TO ITS SATISFACTION THE ACCURACY OR COMPLETENESS OF ANY INFORMATION IN DocRouter Plus ON WHICH COUNTY RELIES IN ITS USE OF DocRouter Plus. COUNTY IS SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF ITS SOURCE DOCUMENTS AND MEDIA. ePN WILL NOT BE RESPONSIBLE FOR CORRECTING ANY ERROR OR DEFECT RESULTING FROM INACCURATE, FAULTY, OR NONCONFORMING SOURCE DOCUMENTS OR MEDIA PROVIDED BY OR USED BY COUNTY. COUNTY REPRESENTS THAT IT HAS ALL REQUISITE AUTHORITY TO REQUEST PERFORMANCE OF THE SERVICES BY ePN AND AGREES THAT ePN SHALL NOT BE LIABLE TO COUNTY OR ANY THIRD PARTY WITH RESPECT TO ANY ACTION OR NON-ACTION BY ePN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT OR INSTRUCTIONS RECEIVED FROM COUNTY.

11.4 Disclaimer. ePN DOES NOT WARRANTY TO COUNTY THAT THE OPERATION OF DocRouter Plus WILL BE UNINTERRUPTED OR ERROR-FREE, SUBJECT TO THE OBLIGATIONS OF ePN SET FORTH IN THE DocRouter Plus USER GUIDE AND THE ATTACHED EXHIBIT A. EXCEPT AS SET FORTH IN THIS AGREEMENT AND ALL ADDITIONAL ATTACHED EXHIBITS, ADDENDA AND SCHEDULES (IF ANY, IN EACH INSTANCE). ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES

OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

12. Indemnification; Limits of Liability

12.1 Obligations of County. County shall indemnify, defend, and hold harmless ePN, its parent, subsidiaries and affiliates and their directors, officers, employees and agents from and against any and all damages, losses, claims, expenses, suits, judgments, and costs, including reasonable legal and professional fees and expenses, arising out of any claim:

- (a) that County or any employee or agent of County has failed to access and use DocRouter Plus in accordance with the terms and conditions of this Agreement, or has otherwise failed to comply with the terms of this Agreement or
- (b) by any third party relating in any way to the use of or access to DocRouter Plus or the documents viewed or transmitted by DocRouter Plus, or
- (c) based on a violation of County or any employee or agent of County of any applicable law or regulation; or
- (d) relating to personal injury, death, or property damage arising out of the intentional or negligent acts or omission of County due to its performance or nonperformance of this Agreement.

12.2 Obligations of ePN. ePN shall indemnify and hold County harmless from and against, any damages, losses or claims that arise from the failure of DocRouter Plus to function in accordance with this Agreement. ePN's indemnification obligation hereunder shall be in accordance with and conditioned upon the terms of Section 15.

12.3 Limitations of Liability. ePN'S LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO THE AMOUNT PAID BY COUNTY TO ePN FOR THE THREE (3) MONTHS PRECEDING THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION FOR LIABILITY. NOTWITHSTANDING THE ABOVE, IN NO EVENT SHALL ePN HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST PROFITS, LOSS OF USE OF DocRouter Plus LOSS OF DATA, INTERRUPTION OF BUSINESS, OR LOSS OF BUSINESS GOODWILL OR BUSINESS REPUTATION, WHETHER THE RELATED CLAIM IS UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ePN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. ePN ACKNOWLEDGES IT IS SOLELY RESPONSIBLE TO MAINTAIN THE INTEGRITY OF THE DATA/CONTENT AS IT IS TRANSMITTED BETWEEN DEPARTMENTS AND OFFICES OF COUNTY. ePN

ACKNOWLEDGES IT IS SOLELY RESPONSIBLE TO ENSURE TIMELY TRANSMISSIONS OF DATA BETWEEN DEPARTMENTS AND OFFICES OF COUNTY.

13. Term and Termination.

13.1 Term. This Agreement shall commence on the Effective Date and shall continue until the first (1st) anniversary of the Effective Date, unless terminated earlier in accordance with Section 14.2. The term shall automatically renew for additional one (1) year periods unless either party provides the other with written notice of its intent to terminate at least sixty (60) days prior to the expiration of the then-current term.

13.2 Events of Termination.

13.2.1 ePN may terminate this Agreement if County is in default of any of the terms and conditions of this Agreement.

13.2.2 Either party may terminate this Agreement immediately upon notice to the other party in the event that (a) such party (i) fails to pay its obligations to its creditors as they generally become due, (ii) becomes insolvent, (iii) declares bankruptcy, (iv) becomes the subject of any proceedings seeking relief, reorganization or rearrangement under any laws relating to insolvency, (v) makes an assignment for the benefit of creditors or (vi) commences the liquidation, dissolution or winding up of its business; (b) such other party fails to comply with a provision of this Agreement which would materially impair the legal enforceability or admissibility of a document; (c) a material breach of the Agreement by the other party that remains uncured for thirty (30) days after written notice to the breaching party; (d) either party gives the other party at least ninety (90) days prior written notice; or (e) mutual agreement by both parties.

14. General Provisions

14.1 Compliance with Law. Each party shall comply with, and shall use reasonable efforts to require that its respective employees, affiliates and agents comply with, applicable federal, state and local laws, regulations and locally accepted state standards as they may be amended from time to time, relating to the use of DocRouter Plus, including any applicable export laws. County shall remain responsible and liable for compliance by its Authorized Users. In performing its respective obligations under this Agreement, neither party shall be required to undertake any activity that would violate any applicable laws or regulations.

14.2 Force Majeure. ePN shall not be responsible for performance of its obligations under this Agreement or liable for any failure or delay caused to County or any third party to the extent that ePN and/or its designated representatives or subcontractors are prevented from performing such obligations due to circumstances beyond their reasonable control including, but not limited to, strikes, labor disputes, fire, "acts of God", wars, terrorism, unavoidable or unforeseen conditions, third party Internet service interruptions or

slowdowns, vandalism or “hacker” attacks, power or communications loss, or additional requirements imposed by governmental agencies. In no event shall ePN be responsible for performance issues that result from failures or delays caused by a County or computer system not under the control of ePN.

14.3 Assignment. Neither party shall assign this Agreement or any part hereof or any benefit or interest herein or hereunder without the prior written consent of the other party; provided, however, that without the prior consent of the other party, either party shall have the right to assign this Agreement to any acquirer of all or substantially all of the assets of such party; provided further, that in no event shall either party make any assignment to any competitor of the other party, as reasonably determined by such other party. In all cases, each party shall use reasonable efforts to consult with the other party prior to any assignment. In the event of any such assignment of this Agreement by either party, the designated assignee shall assume, in writing (in form and substance reasonably satisfactory to the other party), the rights and obligations of the assigning party under this Agreement; provided, however, the assigning party shall remain liable for performance of its obligations under this Agreement prior to such assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

14.4 Relationship of Parties. Each party hereto is acting only as an independent contractor to the other party. Notwithstanding any provision of this Agreement to the contrary, this Agreement establishes and shall only be construed as establishing a contract between unrelated business entities for the usage, support and maintenance of DocRouter Plus, including certain public key infrastructure functions related thereto, and does not and shall not be deemed to create a partnership, joint venture, agency or any other type of joint relationship.

14.5 Notice. Except as otherwise specified herein, wherever under this Agreement one party is required or permitted to give notice to the other party, such notice shall be in writing and shall be delivered personally, sent by facsimile transmission, sent by nationally recognized express courier or sent by certified, registered, first class mail. Any such notice shall be deemed given when actually received when so delivered personally, by facsimile transmission or by express courier, or if mailed, on the fifth day after its mailing, postage prepaid to the recipient party addressed as follows:

If to **County**, to it at the address set forth on Exhibit B.

If to **ePN**, to it at:

eRecording Partners Network, LLC
400 Second Avenue South
Minneapolis, MN 55401-2499

Either party may change its address for notices upon giving ten (10) days written notice of the change to the other party in the manner provided above.

14.6 Severability. If any provision of this Agreement or the application of any

such provision to any person or circumstance, shall be judicially declared invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, and it is the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

14.7 Survival of Terms. The following sections shall survive any termination of this Agreement: Sections 2, 3, 6, 9, 10, 11, 12, 14, and 15.

14.8 Amendment. This Agreement may not be modified or amended except by a written instrument executed by or on behalf of each of the parties to this Agreement.

14.9 Waiver. The observance of any term of this Agreement may be waived by the party entitled to enforce such term, but such waiver shall be effective only if it is in writing and signed by the party entitled to enforce such term and against which such waiver is to be asserted. No delay or omission on the part of any party in exercising any right or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right or privilege under this Agreement operate as a waiver of any other right or privilege under this Agreement nor shall any single or partial exercise of any right or privilege preclude any other or further exercise thereof or the exercise of any other right or privilege under this Agreement.

14.10 Entire Agreement. This Agreement (including any Exhibits, Addenda and Schedules (if any, in each instance)) which are hereby incorporated by reference constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the parties with respect to the subject matter hereof. There are no representations, understandings or agreements relating to this Agreement that are not fully expressed in this Agreement.

14.11 Governing Law and Venue. This Agreement will be governed by, and interpreted and construed in accordance with, the laws of the State of Minnesota without regard to its conflict of law's provisions. In the event this Agreement is breached, any and all disputes, controversy or claim must be resolved in a court of competent jurisdiction located in the State of Minnesota unless the parties hereto jointly agree to submit any such breach, dispute, controversy or claim to an arbitration proceeding to be held in Minneapolis, Minnesota and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any judgment on the award rendered by the arbitrator(s) would be binding and may be entered in any court having jurisdiction thereof

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

County

By: _____

Name: _____

Title: _____

Date: _____

eRecording Partners Network, LLC

By: _____

Name: _____

Title: _____

Date: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. 10/27/2023

Sally Detasse

Exhibit A

Services & Support

Description of *DocRouter Plus* service

DocRouter Plus is an innovative, customizable routing system for electronic documents.

With *DocRouter Plus*, the County can have a single document routing solution that will be able to accept and route documents submitted by multiple eRecording vendors, systems and sources. *DocRouter Plus* is customized to match your current paper flow, fees, stamps and notations

***DocRouter Plus* benefits:**

- Tailored to match your office's workflow & procedure
- Documents arrive already scanned
- Easy-to-use and manage
- Saves time
- Eliminates redundant steps
- Works with your Land Record system
- Works with multiple eRecording Vendors
- Utilize just one document router in your county
- Search & report tools
- Web-based service

***DocRouter Plus* requirements:**

- High speed internet access. Browsers at current version. *DocRouter Plus* is designed to run on Internet Explorer, Chrome, & Firefox.

SUPPORT

ePN will use commercially reasonable efforts to provide telephone and email support as reasonably necessary to assist Subscriber in the operation of *DocRouter Plus*. *ePN* will be available to handle inquiries regarding *DocRouter Plus* in accordance with the Service Hours Schedule set forth below. Support services are limited to technical issues related to the use of *DocRouter Plus* or questions regarding the status of a document or transaction at the County Recorder. Support does not include inquiries related to advice or counsel on any real estate matters, documents, content, or information transmitted using *DocRouter Plus*. *ePN* will use an online support system for *County* to log all support incidents. Requests for support may be submitted to *ePN* via this online support system located at the following email address support@erecordingpartners.net or such other address as may be designated by *ePN* from time to time. *ePN* Support may also be reached by phone as provided below. A detailed description of the incident must be provided *ePN* in order for the incident to be logged in a timely and effective manner.

Scheduled Service Hours

Monday – Friday 9:00 AM - 6:00 PM Eastern Time

Support Center

The *ePN* Support Center provides a single point of contact for addressing all activities involving problem reporting, recovery, escalation, and management.

Contact Information:

Toll Free Telephone Number: 1 (888) 325-3365

Email Address: support@erecordingpartners.net

Exhibit B

County Specific Information

County Information:

County Name _____

Address: _____

Primary Recorder Contact: _____(Name)
_____(Title)
_____(Phone)
_____(Fax)
_____(Email)

Technical Contact (s) _____(Name)
_____(Title)
_____(Phone)
_____(Fax)
_____(Email)

Expected User Departments _____



Board Appointments

Description

The following Boards have appointments or actions this month:
1. Commission for Working Waterman

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Dare County Waterways Commission

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

November, 2023

DARE COUNTY WATERWAYS COMMISSION

(Two Year Term)

This commission promotes the Oregon Inlet Jetty Project, the Hatteras Inlet Project and oversees County dredging projects and waterways related issues.

The Commission recommends Sean Darsee be appointed to fill the vacancy.

Other Members:
See attached list

COMMISSION FOR WORKING WATERMEN

(Staggered Terms)

(Charter Boat Captain 2yr, Commercial Fisherman 3yr, Fish House Dealer 3yr and Chairman 2yr)

This Commission works to protect and enhance the commercial fishing industry in Dare County. The Commission monitors and advises the Dare County Board of Commissioners regarding pending or proposed laws, rules, regulations, fishery management plans and coastal habitat plans, as they relate to commercial fishing in the County.

| <u>MEMBERS</u> | <u>TERM EXPIRATION</u> | <u>ACTION</u> |
|--|-------------------------------|--------------------------------------|
| Jamie Reibel (Charter Boat Captain) 305 Sir Walter Raleigh St. Manteo, NC 27954 252-473-8051 phideaux@charter.net | 1/25 | Apptd. 1/19 Reapptd. 1/21 1/23 |
| Joe Wilson (Commercial Fisherman) 379 ER Daniels Road Wanchese, NC 27981 252-473-1235 | 1/26 | Apptd. 1/19 Reapptd. 1/20 1/23 |
| (Non-Voting Science Advisor) vacant | | |
| Dewey Hemilright (Commercial Fisherman) P.O. Box 667 Wanchese, NC 27981 252-473-0135 fvtarbaby@embarqmail.com | 1/26 | Apptd. 1/19 Reapptd. 1/20 1/23 |
| Steve House, Chairman (Commissioner Rep.) 288 N. Dogwood Trail P.O. Box 1093 Southern Shores, NC 27949 252-216-8985 Steve.house@darenc.gov | 1/25 | Apptd. 1/19 Reapptd. 1/21 1/23 |
| Alana Harrison (Fish House Dealer) P.O. Box 522 Hatteras, NC 27943 252-986-2039 Alanaharrison22@gmail.com | 3/25 | Appt. 3/19 Reapptd. 2/22 |

Amanda Hooper Walters
(Commercial Fisherman)
1202 9th Avenue
Kill Devil Hills, NC 27948
252-202-9923
Manda.hooper@icloud.com

5/25

Appt. 5/19, 22

Joey J. Vandyke
(Commercial Fisherman)
52084 Piney Ridge Road
Frisco, NC 27936
252-475-0402
captjoeyvandyke@gmail.com

5/25

Appt. 5/19, 22

Notes: The creation date and appointment of members is 5/19/08. Terms are staggered running from 6/1 – 6/30. The Chair is appointed every year in December.

At the request of Commissioner Steve House, the Board voted to approve the following items related to the reorganization of the Commission for Working Watermen: Amend the Bylaws to add a non-voting Science Seat; Amend the Bylaws to meet quarterly and as needed, instead of monthly; Amended the Bylaws to establish a quorum with four members instead of five.

Appoint Commissioner Steve House as Chairman of the group with a 2-year term.

Appoint Reibel (Charter Boat Captain) with a 2-year term; Appoint Joe Wilson (Commercial Fisherman) with a 1 year term; Appoint Dewey Hemilright (Commercial Fisherman) with a 1-year term; Appoint Sara Mirabilio to the non-voting Science Advisory seat with a 3-year term.

The Board of Commissioners was informed that the following appointments would be made at a future meeting: Fish House Dealer with a 3-year term, Commercial Fisherman with a 3-year term
Commercial Fisherman with a 3-year term

Amanda Hooper Walters (Commercial Fisherman) & Joe J. Vandyke (Commercial Fisherman) were reappointed. 5/22

Jaimie Reibel, Joe Wilson, Dewey Hemilright and Steve House were reappointed. 1/23

Updated 01/23



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Waterways Commission

2nd Choice

3rd Choice

Name Sean Darsee

Address 1603 Ketch Ln

City/State/Zip Kill Devil Hills, NC 27948

Email darseesean@gmail.com

Personal Phone (845)641-6338

Business Phone

Business Address

Occupation Dare County EMS

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's Degree in Marine Conservation and Policy from Stony Brook University. Bachelor's of Science Degree in Biology from Iona University, North Carolina Advanced Emergency Medical Technician from College of The Albemarle. Soon to be Paramedic (one month left of medic school)

Business and civic experience and skills NCDEQ Division of Marine Fisheries for 7 years, with 5.5 of those years as a Biologist 1. I was the Lead Biologist for striped bass, white perch, and catfish for Eastern NC. My responsibilities also included fisheries management, stock assessments, gill net and trawl surveys, and vessel and trailering operations. Wealth of knowledge on the Albemarle sound/tributaries and the Atlantic ocean. I now work for Dare EMS to serve my community.

Other boards, Committees, Commissions on which you presently serve Due to the switching of career paths from marine biologist to EMS, I have been in school to further advance my EMS credentials, which limited my availability to serve on any committees or commissions until now.

REFERENCE #1

Name Jennie Collins

Business Chief, Dare County EMS

Address 1632 N Croatan Hwy, Kill Devil Hills NC 27948

Phone (252)473-8711

REFERENCE #2

Name Natalie Jennings

Business Marine Biologist, Coonamessett Farm Foundation (former Biologist at NCDEQ)

Address

Phone (302)547-9912

REFERENCE #3

Name Terence Sheehy

Business Deputy Chief, Dare County EMS

Address

Phone (252)473-0685

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 10/3/2023



Upcoming Board Appointments

Description

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

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

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

Board Action Requested

None

Item Presenter

Robert Outten, County Manager

Upcoming Board & Committee Appointments

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

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

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

There are also several boards with vacancies. Please check the website.

December, 2023 Equalization and Review Board – 5 terms expiring
Parks and Recreation Advisory Council – 1 term expiring
Special Motor Vehicle Valuation Review Committee – 3 terms expiring
Tourism Board – 7 terms expiring
Transportation Advisory Board – 1 term expiring

January, 2024 Nursing Home Community Advisory Council – 1 term expiring

February 2024 Planning Board – 1 term expiring

~~~~~Instructions for Obtaining and Submitting Applications~~~~~

An application must be submitted to the Clerk in order for your name to be considered for a board or committee appointment. Applications are kept on file for three years.

The application form is available on the Dare County website

(Please see Board of Commissioners under Advisory Boards and Committees for link)

Skyler Foley, Clerk to the Board at 252-475-5700



Commissioners' Business & Manager's/Attorney's Business

Description

Remarks and items to be presented by Commissioners and the County Manager.

Board Action Requested

Consider items presented

Item Presenter

Robert Outten, County Manager