



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 4, 2024

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

- 9:00 AM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1 Opening Remarks - Chairman's Update
- ITEM 2 Service Pins
- ITEM 3 Employee of the Month
- ITEM 4 Public Comments
- ITEM 5 **Public Hearing** - 2025 Schedules, Standards, and Rules for Real Property Appraisal
- ITEM 6 **Public Hearing** - Zoning Text Amendment to 22-27.15
- ITEM 7 **Quasi-Judicial Hearing** - SUP #5-2024 Submitted by Dale & Annah Petty of Surf & Sound Realty
- ITEM 8 A Resolution in Support of Dare County, NC Recognizing & Approving the Dare County Official America 250 Committee for the United States Semiquincentennial
- ITEM 9 Dare County DHHS – Behavioral Healthcare Gap Discussion & Recommendation
- ITEM 10 Parks & Recreation Needs Assessment Update
- ITEM 11 Outer Banks National Scenic Byway Committee Frisco-Buxton Pathway Project Inc. for the Frisco South Multi-Use Pathway
- ITEM 12 Dare County Early College Construction Manager at Risk
- ITEM 13 NCACC Voting Delegate
- ITEM 14 Renewal of Dare County Arts Council Lease
- ITEM 15 Approval of Purchase Contract – M&R Properties, LLC
- ITEM 16 Approval of Purchase Contract – Charlie Davidson
- ITEM 17 Approval of Purchase Contract – Dare Building Supply
- ITEM 18 Amendments to Capital Project Ordinances for EMS Phase 1 (Series 2023A LOBs) Budget Savings
- ITEM 19 **Consent Agenda**
- 1.Approval of Minutes (10.07.24)
 - 2.Tax Collector Report
 - 3.Establish Revenue/Expense Accounts for Workshops – Soil & Water
 - 4.NC DEQ Beach Access Grant & Budget Amendment
- ITEM 20 **Board Appointments**
- 1.Rodanthe, Waves, Salvo Community Center
 - 2.Upcoming Board Appointments
- ITEM 21 **Commissioners' Business & Manager's/Attorney's Business**
- ITEM 22 **Closed Session**

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



Opening Remarks - Chairman's Update

Description

Dare County Chairman Robert Woodard will make opening remarks.

Board Action Requested

Informational Presentation

Item Presenter

Chairman Robert Woodard, Sr.



Service Pins - November, 2024

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 for November 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.

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

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Public Hearing - 2025 Schedules, Standards, and Rules for Real Property Appraisal

Description

The 2025 Schedules, Standards, and Rules for Real Property Appraisal were presented to the Board of Commissioners during the meeting on October 7th for their review. The Board is now required to conduct a Public Hearing and consider this document for adoption.

Board Action Requested

Hold Public Hearing and Adopt the 2025 Schedules, Standards and Rules for Real Property Appraisal

Item Presenter

Hosea Wilson, County Assessor
April Farence, Assistant County Assessor



Public Hearing--Zoning Text Amendment to 22-27.15 "Wanchese Wharf Marine Commercial Zoning District"
(MC-1)
Submitted by Karen Spencer and Spencer McGill

Description

Karen Spencer and Spencer McGill have submitted a zoning text amendment application requesting to amend the MC-1 zoning ordinance. The applicant is requesting that the language be amended to allow for Automotive Service & Repair.

A detailed staff report, draft text language, and a statement of consistency and reasonableness is attached for the Board's review.

Board Action Requested

Conduct Public Hearing and act on proposed amendment.

Item Presenter

Morgan J. Potts, Planner

**COUNTY OF DARE
ZONING AMENDMENT APPLICATION
OR AMENDMENT TO DEVELOPMENT REGULATION**

Any zoning map, zoning text amendment, or amendment to other development regulation is subject to legislative review and approval by the Dare County Board of Commissioners according to the procedures of Section 22-81 of the Dare County Zoning Ordinance. Applications for amendments shall be made in writing to the Dare County Planning Director and shall be signed by all property owners or their duly authorized agents.

Property Owner (s) Karen Spencer
Address: 157 Beverly Dr. Wanchese NC 27981
Telephone: (252) 216-7433 Email: KSpencer@Spenceryachts inc. com

Property Description:

Lawrence Owens

Lot	Phase/Section	Block	Subdivision
Parcel: <u>016571000</u>			PIN: <u>979705190275</u>

Text Amendment Map Amendment

Present Zoning Classification: MC-1

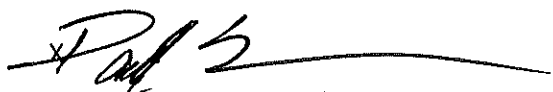
Requested Zoning Classification Automotive Service and Repair

Explanation of Request: Would like to Open a new Automotive Service and Repair Shop.

Amendment applications shall not be processed by the Planning Director 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 Director shall schedule review of the application as established in the Zoning Ordinance Sections 22-82 to 22-86. Amendments are legislative decisions and involve review by the Planning Board and Board of Commissioners. The notice procedures of Section 22-72 of the Zoning Ordinance shall be implemented by the Planning Director. Citizen comments shall be processed according to Section 22-82 and Section 22-85 of the Zoning Ordinance.

Applicant: [Signature] Date: 9.4.24

I Paul Spencer, allow Karen Spencer and Spencer McGill to speak on my behalf for the text amendment at 157 Beverly DR, Wanchese NC.

x 

Date: 9.10.24

x 

Date: 9.10.24

x 

Date: 9/10/24

October 23, 2024

MEMORANDUM

TO: DARE COUNTY BOARD OF COMMISSIONERS

FROM: Morgan Potts, Planner

RE: Text Amendment to Section 22-27.15 “Wanchese Wharf Marine Commercial Zoning District” (MC-1) District to allow for Automotive Service & Repair

A text amendment application has been submitted by Karen Spencer and Spencer McGill to amend Section 22-27.15, “Wanchese Wharf Marine Commercial Zoning District” (MC-1) zoning ordinance. The applicant is seeking that the language be amended to allow “Automotive Service & Repair” within the MC-1 district. The zoning district is designed to be utilized for commercial and harbor related activities. Wanchese has one other zoning district that permits “Automotive repair service center”, which is the Residential Business (RB) zoning district. The applicant did not specify in their proposal if they request for the use to be permitted by right, or be allowed via Special Use Permit.

The property in question is located at 157 Beverly Drive in Wanchese, and is owned by Paul Spencer. Mr. Spencer has authorized the applicants, Karen Spencer & Spencer McGill, to speak on his behalf for the text amendment proposal.

Staff finds that the proposed text amendment would be of similar intensity as existing businesses within the MC-1 district, and would be in keeping with the scope and intent of the MC-1 district. Considering the nature of existing uses within the area (boat yards, box making facilities, outboard engine repair, et al), the proposed use would not would not disrupt the flow and appearance of the zoning district and surrounding neighborhood.

The Dare County Planning Board reviewed the proposed amendment on October 1, 2024. During public comment, those in attendance spoke overwhelmingly in favor of the proposed text amendment. In addition, the applicant submitted a petition garnering 34 signatures and 1 email from residents in support of the proposal. The Planning Board identified three policies within the 2022 Dare County Land Use Plan which are applicable to the applicant’s proposal.

The first policy is LUC #1 under the “Coastal Heritage and Overall Development Practices” heading which states, that “*Dare County recognizes the importance of our coastal village*

heritage and will continue to foster this heritage through the use of appropriate land use policies, regulatory guidelines, and other County ordinances.” The second policy is LUC #8 under the “Commercial Development” heading, which states that “Dare County supports the continued existence of locally owned businesses in unincorporated Dare County. Zoning regulations that allow the reconstruction and rebuilding of existing non-conforming businesses are the appropriate tool to support this goal.” Lastly, LUC #9, “Commercial Development”, “Commercial development should be designed to meet the needs of Dare County’s unincorporated villages and not designed to serve as regional commercial centers. The prohibition of drive-thru window service at restaurants and gross floor area limitations are examples of appropriate tools for this goal.”

At the close of the discussion, the Planning Board recommended favorable action on the amendment as a permitted use based on its similar nature to existing uses in the MC-1 district, and its consistency with the above mentioned policies found in the 2022 Dare County Land Use Plan.

A copy of the proposed language and the Land Use Policies are attached to this memo for the board's review. Any favorable action by the Board of Commissioners must also include a finding of consistency and reasonableness. A draft statement of this finding is attached.

The notice procedures for Legislative Hearings established in Section 22-72 of the Dare County Zoning Ordinance and 160D were implemented for this Legislative Public Hearing. While it is not a requirement, staff posted the property to bring awareness of the proposal to the neighborhood.

Draft Motions:

Motion to adopt: “I move that the draft amendments to Section 22-27.15 MC-1 zoning district be adopted as recommended by the Planning Board. A statement of consistency and reasonableness as prepared by staff is adopted as part of this motion.”

Motion to revise: “I move that the draft amendments to Section 22-27.15 MC-1 zoning district be adopted (insert revised language). A statement of consistency and reasonableness as prepared by staff is adopted as part of this motion.”

No motion is needed if the Board chooses to take no action on the proposed amendments. Failure to take no action on the proposed amendment shall be deemed a denial of the proposed amendment unless stated otherwise by the Board of Commissioners.



STATEMENT OF CONSISTENCY AND REASONABLENESS

On November 4, 2024, the Dare County Board of Commissioners considered a zoning text amendment submitted by Karen Spencer and Spencer McGill. The zoning text amendment application seeks to amend the Dare County Zoning Ordinance, specifically Section 22-27.15 "Wanchese Wharf Marine Commercial" (MC-1) District. The text amendment would allow for automotive repair and service to be added to the list of permitted commercial uses.

The Dare County Planning Board reviewed the proposed amendment on October 1, 2024 and voted to recommend favorable action on the amendment.

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

The 2022 Dare County Land Use Plan is the comprehensive plan for Unincorporated Dare County adopted by the Dare County Board of Commissioners on January 2, 2024.

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

Land Use Compatibility Management Topic

Policy LUC #1

Dare County recognizes the importance of our coastal village heritage and will continue to foster this heritage through the use of appropriate land use policies, regulatory guidelines, and other County ordinances.

Policy LUC #8

Dare County supports the continued existence of locally owned businesses in unincorporated Dare County. Zoning regulations that allow the reconstruction and rebuilding of existing nonconforming businesses are the appropriate tool to support this goal.

Policy LUC #9

Commercial development should be designed to meet the needs of Dare County's unincorporated villages and not designed to serve as regional commercial centers. The prohibition of drive-thru window service at restaurants and gross floor area limitations are examples of appropriate tools for this goal.

Based upon a review of the policies, the Dare County Board of Commissioners finds the proposed amendments to Section 22-27.15 MC-1 to be consistent with the 2002 Dare County Land Use Plan.

Based upon a review of these policies, the Dare County Board of Commissioners and the Dare County Planning Board finds the zoning text amendment to be consistent with the 2022 Dare County Land Use Plan, since the amendment will allow for the redevelopment of a property, and the use will serve the needs of the village of Wanchese at an appropriate scale. The text amendment is also reasonable because it adds a use which is similar in nature to existing uses that are permitted in the MC-1 zoning district.

The Dare County Board of Commissioners hereby adopts the text amendments to Section 22-27.15 MC-1 zoning district as recommended by the Dare County Planning Board.

Another influence is the large number of locally owned businesses in unincorporated Dare County instead of corporate and franchise-owned businesses. The continued success of our locally owned businesses adds to our unique character and appeal to visitors and residents. Due to the isolated nature of our island geography, the development in our villages does not follow traditional land use patterns with separation of uses. However, this is not viewed as a disadvantage but embraced as part of our distinctive nature. The incompatibility of adjoining land uses found in unincorporated Dare County is regarded with some level of tolerance because of the uneven distribution of public-private land ownership, the historical patterns of development in proximity to the publicly owned lands, and the separation of land masses by water bodies.

[LUC Policy 1](#)

Dare County recognizes the importance of our coastal village heritage and will continue to foster this heritage through the use of appropriate land use policies, regulatory guidelines, and other County ordinances.

[LUC Policy 2](#)

Public sector and private sector development activities should acknowledge Dare County's coastal heritage by incorporating features reflective of this heritage in building designs, architectural features, and other site improvements.

[LUC Policy 3](#)

The limited amount of privately-owned lands in Dare County results in a mutual relationship between the unincorporated villages and the Dare County municipalities to address the residential, commercial and institutional needs of Dare County as a whole. Development in the municipalities supplements the consumer, service and institutional needs of the residents of unincorporated Dare County. When practicable, Dare County will coordinate infrastructure needs and construction with the municipalities.

[LUC Policy 4](#)

Dare County will continue to work with federal, state and non-profit agencies with land ownership or regulatory interests in Dare County to ensure the traditional uses and practices of our coastal villages are incorporated into the management plans and regulatory programs instituted by these agencies.

[Implementation Strategies for LUC Policies 1-4:](#)

1. Evaluate zoning amendments (both map and text amendments) in terms of how the proposal may impact on our historic coastal villages. Items for consideration should include compatibility of the proposal with existing land uses, the scope of the proposal, and the manner in which the proposal will be accomplished. *Priority: medium*
2. Monitor, and when appropriate, participate in the development of federal and state regulatory programs that may impact the historic use of land in Dare County, the historic

projects. Many of the locally owned businesses were constructed before zoning maps were adopted for their areas and may not be in compliance with setbacks or parking regulations. Some of the newer zoning districts adopted since 2006 include non-conforming language that allows 100% rebuilding of existing structures. Zoning amendments to allow more flexibility in the non-conforming language of the older zoning districts are identified as an implementation strategy to support the existing neighborhood shops and businesses.

As discussed in the previous section on residential development, housing for year-round residents and seasonal workers is an issue that many local businesses and larger corporate companies are struggling to address. Some of the larger employers provide employee housing for their seasonal workers. In addition to land use regulations that may be adopted by Dare County to facilitate housing opportunities, the private sector will need to continue its efforts to assist with housing for their employees.

[LUC Policy 8](#)

Dare County supports the continued existence of locally owned businesses in unincorporated Dare County. Zoning regulations that allow the reconstruction and rebuilding of existing non-conforming businesses are the appropriate tool to support this goal.

[LUC Policy 9](#)

Commercial development should be designed to meet the needs of Dare County's unincorporated villages and not designed to serve as regional commercial centers. The prohibition of drive-thru window service at restaurants and gross floor area limitations are examples of appropriate tools for this goal.

[LUC Policy 10](#)

Commercial businesses, regardless of size, should individualize their sites and building designs to reflect Dare County's coastal heritage. Franchise and corporate businesses are strongly encouraged to adapt their building designs and management plans to reflect Dare County's coastal village heritage.

[Implementation Strategies for LUC Policies 8-10](#)

1. Consider zoning amendments for non-conforming commercial structures to facilitate their replacement or repair in the event of damage from a natural disaster. *Priority: medium*
2. Continue to enforce existing gross floor area regulations to manage the size of commercial development at a neighborhood level. *Priority: on-going*
3. Continue to enforce drive-thru service restrictions for restaurants and consider extending these restrictions to those commercial districts that currently do not include such restrictions. *Priority: on-going*
4. Consider commercial building design guidelines that incentivize private sector development to incorporate coastal village architectural styles into their building design, signage and other site improvements versus the use of franchise or corporate building designs. *Priority: medium*

SECTION 22-27.15 - WANCHESE WHARF MARINE COMMERCIAL ZONING DISTRICT (MC-1)

Westside of Wanchese Village at the south end of Old Wharf Road along the shoreline areas of Oyster Creek and a portion of Owens Shipyard Road, Sawyer Road and Beverly Drive.

(a) Scope and intent: The Wanchese Wharf Marine Commercial I District is identified in the general location along the boundaries at the west end of Old Wharf Road at the shoreline area of Oyster Creek, a natural deep-water port. The Wanchese Wharf area is historically known as a natural deep-water port and has been used for shipping and harbor activities since before the Civil War. For that reason, land uses in the district are established to preserve and protect the continuation of harbor activities and promote constructive improvements to existing businesses and allow for future development with limitations characterizing much of the lands and a gross building size of 10,000 square feet.

Furthermore, the district provides for a flexible mix of residential housing that includes single family homes, duplex dwellings, and mobile homes on individual lots and future compatible land uses that support group housing developments limited to a maximum lot size of 20,000 square feet per single family dwelling unit.

This district allows and encourages wastewater treatment systems, other than conventional septic tank and drain field systems, that may be authorized by the Dare County Health Department. However, this does not include centralized urban-style wastewater collection and treatment systems. Development in the Village of Wanchese will serve to protect not only the quality of the community's surface water but also its ground water quality, particularly with the close proximity of this district to Oyster Creek, Baum Creek, and Croatan Sound. The goal of the community is to protect the village lifestyle, which gives the village its attractiveness both as a place to live and a place to visit.

(b) Permitted uses: Any use in existence on March 24, 2006 shall be allowed to continue in operation without seeking approval from Dare County, regardless if that use is listed as a permitted use or is listed as a special use in any of the Wanchese zoning districts. Additions or expansion of uses in existence on March 24, 2006 shall be subject to administrative review and approval by the Dare County Planning Department for compliance with the zoning regulations. Construction of additional principal use structures at existing business sites that would require a special use permit if not already established prior to March 24, 2006 shall trigger review and approval under the special use permit process.

The following uses and no other uses shall be permitted by right and are not necessarily associated with a principal residential use. Any use not permitted herein shall be deemed prohibited.

(1) Offices, including such uses as:

- a. Business.
- b. Financial, such as banking.
- c. Governmental.
- d. Medical.

(2) Commercial uses:

- a. Boat yards, repair.
- b. Boat and motor display, sales and service.
- c. Boats - dry dock storage, fenced and not to exceed 50 feet measured from the finished elevation.
- d. Boarding of horses, equestrian related uses and activities, tack shop.
- e. Box making facilities.
- f. Cabinet making, marine related only.
- g. Cold storage and ice manufacturing.
- h. Contractors' offices, supplies and services.
- i. Container storage space for boat gear on docks in conjunction with marina or boat docks.
- j. Crab shedding operations and associated equipment.
- k. Commercial fishing nets, sales, service and storage.
- l. Crab pot storage and other crabbing and commercial fishing gear.
- m. Dry cleaning and laundromats.
- n. Existing docking facilities, private and public.
- o. Electrical equipment, sales and service.
- p. Electronic equipment, sales and service.
- q. Fish houses, including packing, processing, seafood sales, storage and loading and unloading trawlers.

- r. Fishing - party fishing excursions and associated services.
- s. Food service - carry-out and mobile (see CUP for restaurant).
- t. Hardware supplies.
- u. Heating and air, sales, service.
- v. Hotels, motels, tourist homes as defined in Section22-2. If more than one structure shall be reviewed as a group development subject to Section 22-31.
- w. Marine supplies, including rigging, netting, and the like.
- x. Plumbing supplies, sales and service.
- y. Post office facilities.
- z. Private docks and commercial docks.
- aa. Retail shops, including, but not limited to gifts and imports.
- bb. Radio, TV broadcasting and film production studio.
- cc. Seafood processing and seafood market sales – wholesale /retail.
- dd. Schools, commercial limited to sailing/marine oriented outdoor lifestyle.
- ee. Taxidermist.
- ff. Upholstery shop.
- gg. Vessel refueling.
- hh. Village General Store without fuel pumps and not associated with marina.
- ii. Welding shop and steel fabrication.

(3) Single-family dwelling unit in conjunction with commercial business may be located above or in the rear of commercial building, attached or detached provided that all federal, state, and local regulations are met. No additional parking shall be required for the residential use. The residential use shall not exceed 1,200 square feet of building footprint area.

(4) Detached single-family dwellings on individual lots or parcels.

(5) Single-family mobile homes located on individual lots, provided:

- a. Compliance with building code for mobile homes in a hurricane area.
- b. Compliance with the requirements of the building inspector regarding skirting materials and skirting area.

(6) Bed and breakfast homes.

- a. Small bed and breakfast home as defined in Section22-2.
- b. Large bed and breakfast home as defined in Section22-2.

(7) Duplexes.

(8) Customary accessory uses associated with principal use, including windmills not to exceed height limit of this district, garages, sheds, swimming pools, tennis courts, commercial accessory business structures and any other structure associated with a residential use.

(9) Accessory dwelling unit associated with principal residential use and referred to as a “guesthouse” is permitted, subject to compliance with all supplementary local, state and federal permit approvals and in addition to the following:

- a. An accessory dwelling unit may be attached to the principal residence or be detached from the principal residence. The size of an accessory dwelling unit, whether attached to or detached from, the principal residence shall not exceed 900 square feet of heated space.
- b. An accessory dwelling unit, whether attached to or detached from the principal residence, shall be located on the site in conformance with the building setbacks of this zoning district.
- c. The owner of the property and/or family member shall occupy either the primary residence or accessory dwelling unit.
- d. One additional off-street parking space shall be required.
- e. An accessory dwelling unit shall not be subdivided or segregated in ownership from the principal use structure.
- f. An outbuilding on a residential lot that exists at the time of adoption of this ordinance may be converted into an accessory dwelling unit, if lot coverage can be met for the accessory unit and the primary residence.

g. The accessory dwelling unit shall be constructed according to all applicable state and federal regulations and local building code requirements, including federal floodplain elevation regulations if applicable.

h. Once permitted, the property owner shall submit annual verification of year round occupancy of the principal use structure or the accessory dwelling unit to the Dare County Planning Department, if necessary.

i. Travel trailers, recreational vehicles, and/or mobile homes shall not be used as accessory dwelling units.

j. Accessory dwelling units shall not be used for any commercial or business activity.

(10) Traditional village business – A commercial accessory use conducted by owner and/or family member residing on the lot or parcel of the principal residence provided the following conditions are met:

a. Property owner and/or family member operates a business and resides on the premises.

b. Merchandise produced on or off of the premises may be sold on premises.

c. An accessory commercial building shall not exceed 1,200 square feet. In addition, 25% of the total floor area of the principal residence may be used for said business.

d. One indirectly lighted freestanding sign, not to exceed 36 square feet, may be posted on the property.

e. On-site parking for up to 4 spaces shall be provided on the site.

f. Visual buffer: a 6-foot opaque wooden fence or vegetative buffer shall be provided for any business established after March 24, 2006. In some instances, existing dense shrubs, trees, and plants may provide screening.

g. In the case where a property owner owns land that is contiguous to the principal residential use and accessory business, said land may be used as an extension and a part of the traditional village business use.

h. The traditional village business shall be located a minimum of 15 feet from the front property line and 10 feet from any side or rear property line. The setbacks listed in subsection (d) shall not apply.

i. An average of 3 non-resident employees may be employed.

The following list of uses may be permitted as a traditional village business including, but not limited to:

1. Offices: business, financial, professional, and medical.

2. Retail/wholesale shops:

a. Antiques, furniture, and home decor.

b. Apparel.

c. Artist and art supplies.

d. Bait and tackle supplies.

e. Beehives.

f. Books.

g. Camera and photo supplies.

h. Coffee/tea cakes, pies, bakery goods and edibles.

i. Florist.

j. Fruit and vegetable stand.

k. Gifts and imports.

l. Hobby goods.

m. Hunting and fishing supplies.

n. Jewelry.

o. Leather goods.

p. Millinery shop.

q. Music shop.

r. Photography equipment sales and service.

s. Sewing shop/needle works, dry goods and supplies.

t. Tack and equestrian associated sales.

u. Toys.

- v. Upholstery.
 - w. Woodcarving, ducks and other wildlife.
- 3. Service establishments:**
- a. Automobile detailing.
 - b. Barber and beauty shops including tanning and exercise facilities.
 - c. Bicycle rentals with buffered storage area.
 - d. Boarding of horses, equestrian associated activities according to state regulations.
 - e. Boat building shop – (not to exceed 1,200 sq. ft. boat size limited to 36 ft.).
 - f. Bricklayer.
 - g. Bake shops – cakes, pastries, edibles and bakery goods.
 - h. Carpenter/cabinet/wood-working.
 - i. Catering business.
 - j. Computer and internet services.
 - k. Concrete finishing business and equipment.
 - l. Crab pot storage and other crabbing and commercial fishing gear.
 - m. Crab shedders and associated operations.
 - n. Craft production and retail sales.
 - o. Electrician.
 - p. Electronics.
 - q. Excavating and equipment.
 - r. Hardwood flooring, carpet, vinyl and ceramic tile installation.
 - s. Heating and air.
 - t. History home place tours and interpretation of village lifestyle.
 - u. Home schooling.
 - v. House and boat moving business.
 - w. Landscape and lawn care.
 - x. Music lessons.
 - y. Outboard engine repair.
 - z. Painter and dry wall.
 - aa. Photographer.
 - bb. Plumber.
 - cc. Potter, clay works, ceramics.
 - dd. Pressure washing business.
 - ee. Radio, TV broadcasting and film production studio.
 - ff. Roofer.
 - gg. Seafood sales as per North Carolina regulations.
 - hh. Small engine repair.
 - ii. Small trucking business – parking business truck on site.
 - jj. Taxidermist.
 - kk. Tree removal, stump grinding, log splitting and wood sales.
 - ll. Welding shop.

4. Specific waterfront commercial accessory uses associated with principal use:

- a. Commercial fishing and crabbing business, retail and wholesale markets, including all rigging and storage of crab and fish gear.
- b. Boat dockage of 10 slips or less.
- c. Boat shop not to exceed 1,200 square feet of floor area and limited to the construction of 36-foot boats.
- d. Boathouses and sheds.
- e. Boat rentals limited to non-motorized watercraft.
- f. Fishing party excursions ½ day and full day trips.
- g. Private boat ramps for residential use or commercial accessory use.
- h. Schools offering private lessons for sailing and other outdoor activities.

(11) Agriculture farming, livestock, waterfowl, poultry and related activities for personal use.

(12) Aquaculture and associated activities related to fish farming as regulated by the State.

(13) Small child care homes as defined in Section22-2.

(14) Private home antennas and on-site accessory business use antennas.

(15) County owned and leased facilities.

(16) Heritage gardens – designated areas of land leased to the public for gardening projects.

(17) Workforce housing - administrative review for one WHU subject to provisions of Section22-58.7.

(c) Special uses: Any use in existence on March 24, 2006 shall be allowed to continue in operation without seeking approval from Dare County, regardless if that use is listed as a permitted use or is listed as a special use in any of the Wanchese zoning districts. Additions or expansion of uses in existence on March 24, 2006 shall be subject to administrative review and approval by the Dare County Planning Department for compliance with the zoning regulations. Construction of additional principal use structures at existing business sites that would require a special use permit if not already established prior to March 24, 2006 shall trigger review and approval under the special use permit process.

The following special uses and no other special uses may be permitted, subject to the requirements of this district and the regulations and requirements imposed by the Board of Commissioners as provided by Article IX of this chapter. Any use not permitted herein shall be deemed prohibited.

(1) Boat building facilities if constructed after date of adoption of ordinance.

(2) Cemeteries, churches, fire stations and other public buildings.

(3) Communication tower associated with principal business on-site.

(4) Elder in-home care, up to 4 non-related patients (private home nursing) provided the following minimum requirements are met:

a. Employee and visitor parking according to Section22-56 in addition to 1 parking space for each non-resident employee.

b. Other reasonable conditions imposed by the Board of Commissioners.

(5) Fuel storage only associated with on-site business use.

(6) Group development housing project subject to requirements of Section22-31 provided the following minimum requirements are met:

a. Density shall not exceed 1 unit per 20,000 square feet of soils not classified as coastal wetlands; duplex home 25,000 square feet of soils not classified as coastal wetlands provided this area may be reduced to 20,000 square feet if duplex is served by central water supply.

b. Every dwelling unit shall be accessible to emergency service vehicles and Dare County Public Works vehicles.

c. A turning lane into project shall be provided with additional setback buffer along state rights-of-way.

d. Building height shall be limited to 40 feet as defined in this section.

e. No dwelling unit shall be situated on a lot to face the rear of another dwelling structure within the project and other adjoining properties.

f. Accessory dwelling units are not allowed in sites developed as a group housing development.

g. A traditional village business use is not allowed in sites developed as a group housing development.

h. No mooring of permanent floating homes and other permanent floating structures as defined in 15A NCAC 7M00602 in the surrounding public trust waters of Dare County.

i. Other reasonable conditions that may be imposed by the Board of Commissioners.

(7) Group development projects (more than one principal building per parcel when land is under single ownership) according to Section 22-31.

(8) Marinas, boat dockage, village marina store with fuel pumps, boat rentals for fishing excursions, and other non-motorized boat rentals provided the following minimum conditions are met:

a. Lot size shall be sufficient to meet requirements of the Dare County Health Department and to provide adequate siting for structures, parking, loading and maneuvering space as provided in Section 22-56.

b. Food and beverage service and/or a restaurant may be associated with a marina.

c. All boat rentals, except for fishing excursion rentals, shall be limited to non-motorized vessels and shall be limited to a total of 10 vessels offered for rent.

d. Fuel pumps shall not be located within 50 feet of a residential zoning district or residential use and that such fuel pumps shall be setback a minimum of 25 feet from all rights-of-way.

e. One 10' x 20' parking space shall be provided for each wet boat slip.

f. Outdoor lighting shall be complete cut-off design, low-profile, shielded and oriented in such a manner to minimize spill across property lines and prevent glare at any location on or off the property. A lighting plan shall be submitted as part of the site plan.

g. Other reasonable conditions as may imposed by the Board of Commissioners.

(9) Pet grooming provided the following minimum requirements are met:

a. Shall be owner and/or family occupied residential premises.

b. Day care only for grooming – hours of operation limited to 7:00 a.m. to 6:00 p.m.

c. No outdoor run facilities and no overnight guests (not a kennel).

d. Other reasonable conditions imposed by the Board of Commissioners.

(10) Public and private utilities (shall provide a vegetative buffer at least 10 feet in height).

(11) Restaurants on individual parcels or as an accessory use and designed as part of a marina project provided the minimum following conditions are met:

a. Lot size shall be sufficient to meet requirements of the Dare County Health Department and to provide adequate siting for structures, parking, loading and maneuvering space as provided in Section 22-56. In addition, a fence or vegetative buffer shall be provided adjacent to residential use or residential zoning district.

b. The restaurant shall not feature drive-thru window service whereby patrons are served while seated in a motor vehicle or drive-up wait service whereby patrons are served while seated in a motor vehicle.

c. The restaurant shall include facilities for indoor and outdoor seating.

d. On-site parking shall be according to Section 22-56 – one 10' x 20' parking space for every 3 customer seats plus one 10' x 20' space for every 3 employees and loading space.

e. Outdoor lighting shall be complete cut-off design, low-profile, shielded and oriented in such a manner to minimize spill across property lines and prevent glare at any location on or off the property. A lighting plan shall be submitted as part of the site plan.

f. Other reasonable conditions as may be imposed by the Board of Commissioners.

(12) Storage/warehousing and warehouse storage centers, including boat trailers and long-term storage containers and mobile storage, provided the following minimum conditions are met:

a. Site shall be buffered with wooden opaque fencing not to exceed 10 feet in height and also provide sound and site screening as visual and sound buffer to residential homes in and around area of warehouse storage site.

b. Outdoor lighting plan shall be submitted with a site plan.

c. Hours of operation shall be included as part of CUP review.

d. Other reasonable conditions as may be imposed by the Board of Commissioners.

(13) Village center complex: a mixed use development situated on single parcel of land under single ownership whereby an existing commercial building, or new structure, may be developed and limited to retail sales units on the lower level of the structure with residential units on upper level. Additional residential units may be situated on the site. The following minimum requirements shall be met:

a. Village center complex site must contain a minimum of 3 acres.

b. Approval of all supplementary local, state and federal permits. Site must be adequate for siting commercial structure, parking, loading and maneuvering space as required by Article VII. Two 10' x 20' parking spaces per residential use shall be provided. Overflow parking, if applicable, shall be directed to off peak use of commercial spaces.

c. Site screening - a vegetative or fence buffer not to exceed 10 feet in height. A 10-foot wide setback shall be required where the site abuts a residential use or zone (not subject to 20-foot dimensional requirements in D.1 – Dimensional requirements).

d. Food service shall be limited to packaged items, such as snacks, drinks and ice cream. Food service may be located outside the building on site as a refreshment pavilion to serve patrons in the village complex. Food service shall be exempt from parking as required for restaurants.

(14) Village general store with fuel pumps on individual parcels and as an accessory to marinas.

(15) Spoil site areas for maintenance dredging.

(16) Workforce housing units - special use review if two or more WHU units subject to provisions of Section 22-58.7.

(17) Educational housing projects subject to the provisions of Section 22-58.8.

(18) Special use subdivisions subject to the provisions of Section 22-58.9.

(d) Dimensional requirements for residential uses

(1) Minimum lot size:

a. Single-family lots with accessory dwelling units and accessory commercial structures used in association with a single-family use shall be of sufficient size to meet the requirements of the Dare County Environmental Health Department and to provide adequate setbacks for the single-family structure, accessory dwelling unit and all other accessory use structures.

Existing lots – All lots that were subdivided and recorded before March 24, 2006 shall meet the approval of the Dare County Environmental Health Department for well and on-site wastewater systems. The setbacks and lot coverage standards of Section 22-27.18 shall apply to lots recorded before March 24, 2006.

b. Newly platted lots – For those lots subdivided and recorded after March 24, 2006:

Single family lots:

15,000 square feet of soils not classified as coastal wetlands for lots connected to a central water supply.

20,000 square feet of soils not classified as coastal wetlands for lots connected to a private well.

c. Duplex lots if served by a private well regardless of wastewater disposal method: 20,000 square feet.

Duplex lots if served by central water regardless of wastewater disposal method: 15,000 square feet. (Amended 10-15-2018)

(2) Minimum lot width: 75 feet at building setback line.

(3) Minimum front yard: 25 feet.

(4) Minimum side yard: 10 feet; an additional 5-foot side setback for corner lots adjacent to a street. Lots less than 75 feet in width shall have an 8-foot setback and an additional 5-foot setback for corner lots adjacent to a street.

(5) Minimum rear yard: 20 feet maximum, or 20% of lot depth. Zero line setback for waterfront lots.

(6) Lot coverage: 30% as defined in Section 22-2. Lot coverage of 50% may be authorized for those sites with an accessory dwelling unit and/or a traditional village business.

(7) Building height: 40 feet measured from 8 feet NAVD 1988 to the highest elevation of any feature of the structure or portion of the roof measured from the approximate center of the structure. For those properties where the natural grade exceeds 8 feet NAVD, building height shall be measured from the highest adjacent grade to the proposed structural footprint. Natural grade for calculation of the 40 feet building limit is defined as (1) natural ground elevation before any land disturbing activities; (2) unnatural ground elevation created by the placement of fill on a site before March 24, 2006; or (3) the re-grading of natural topographic conditions in preparation of construction activities. Overall height shall be measured from the approximate center of the structure to the highest elevation of the structure. Chimneys, lightning rods, weather vanes, wind gauges, and other similar roof appurtenances shall not be considered the highest portion of the roof. The pitch of the principal roof shall be no less than 4/12. Principal roof is defined as the largest section of the roof on the structure.

(e) Dimensional requirements for individual commercial use on separate lot or parcel that is not in conjunction with principal residential use:

(1) Minimum lot size: Commercial lots need to be of sufficient size to meet the requirements of the Dare County Environmental Health Department and to provide adequate siting for structures, parking, loading and maneuvering space according to Section 22-56. Also, a visual buffer of vegetation or fencing and a 20-foot wide setback is required when an individual commercial use abuts a residential use or residential zone. All outdoor lighting shall be low profile, shielded with glare directed on site and away from all adjoining properties and streets.

(2) Minimum front yard: 15 feet.

(3) Minimum side yard: 10 feet; an additional 5-foot side setback for corner lots adjacent to a street. Lots less than 75 feet in width shall have an 8-foot setback and an additional 5-foot setback for corner lots adjacent to a street.

(4) Minimum rear yard: 20 feet maximum, or 20% of lot depth for interior lots. Zero line setback for waterfront lots.

(5) Lot coverage: 60% as defined in Section 22-2.

(6) Building height: 40 feet measured from 8 feet NAVD 1988 to the highest elevation of any feature of the structure or portion of the roof measured from the approximate center of the structure. For those properties where the natural grade exceeds 8 feet NAVD, building height shall be measured from the highest adjacent grade to the proposed structural footprint. Natural grade for calculation of the 40 feet building limit is defined as (1) natural ground elevation before any land disturbing activities; (2) unnatural ground elevation created by the placement of fill on a site before March 24, 2006; or (3) the re-grading of natural topographic conditions in preparation of construction activities. Overall height shall be measured from the approximate center of the structure to the highest elevation of the structure. Chimneys, lightning rods, weather vanes, wind gauges, and other similar roof appurtenances shall not be considered the highest portion of the roof. The pitch of the principal roof shall be no less than 4/12. Principal roof is defined as the largest section of the roof on the structure.

(7) Maximum commercial building size: 10,000 square feet excluding decks, porches, and other non-heated space. Hotels, motels, churches, fire stations, public buildings and schools are exempt from the 10,000 square foot building size.

(8) Density limitations for motels, hotels, and similar seasonal lodging structures:

a. Structures on a lot or tract that has no soils classified as wetlands, coastal marsh or section 404 jurisdictional soils: 10 rental rooms per acre.

b. Structures on a lot or tract that has between .01% and 19.9% of its soils classified as wetlands, coastal marsh, or section 404 jurisdictional soils: 8 rental rooms per acre.

c. Structures on a lot or tract that has more than 20% of its soils classified as wetlands, coastal marsh or section 404 jurisdictional soils: 6 rental rooms per acre.

(f) **Non-conforming uses and non-conforming structures:** The standards of Section 22-27.19 shall apply to this district.

(g) **Performance standards and other information:** The standards of Section 22-27.20 shall apply to this district.

(h) **The sections contained in Articles I, Article III, Article VII, Article VIII, and Article IX of the Dare County Zoning Ordinance shall apply to this district.** (Adopted by the DCBC on March 24, 2006; amended 2-20-2017)

(Am. Ord. passed 9-16-2019; Am. Ord. passed 6-21-2021)

Dear Members of the Dare County Planning Board,

We, the undersigned residents of Wanchese, NC, are writing to express our collective support for the proposed amendment to the marine zoning district that would allow for auto services at 157 Beverly Dr. We believe that incorporating auto-related businesses into our community will not only provide convenience for residents but also contribute positively to our local economy.

As members of this community, we do not foresee any negative impacts resulting from this amendment. Instead, we envision enhanced accessibility to auto services for our residents, which could lead to improved vehicle maintenance and safety. Additionally, the presence of such businesses may attract more visitors to our area, benefiting local commerce.

We appreciate the careful consideration the Planning Board gives to zoning matters, and we hope that you will recognize the potential benefits of this amendment for our community.

Thank you for your attention to this matter. We look forward to your favorable response.

Sincerely,

- 1 Billy Gaitner Midgett Billy Gaitner Midgett 9-30-24
Printed Name Signature Date
- 2 William Patrick Boyd William Patrick Boyd 9-30-24
Printed Name Signature Date
- 3 William McPherson William McPherson 10/1/24
Printed Name Signature Date
- 4 Vi McPherson Vi McPherson 10/1/24
Printed Name Signature Date
- 5 Ashley O'NEAL Ashley O'Neal 10/1/24
Printed Name Signature Date
- 6 Colby O'Neal Colby O'Neal 10/1/24
Printed Name Signature Date

Dear Members of the Dare County Planning Board,

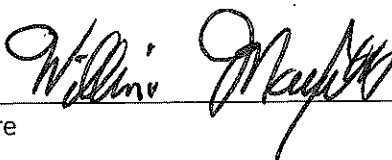
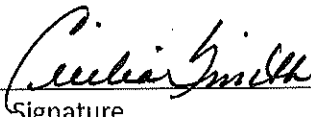
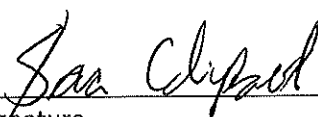

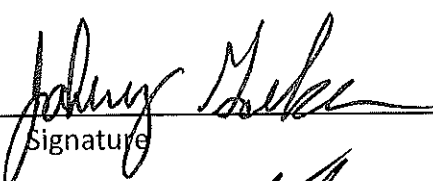

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Thank you for your attention to this matter. We look forward to your favorable response.

Sincerely,

7	William Maxwell		9/30/2024
	Printed Name	Signature	Date
8	Cecilia Smith		9/30/24
	Printed Name	Signature	Date
9	Sara Chiprout		9-30-24
	Printed Name	Signature	Date
10	Diane Thompson		9-30-24
	Printed Name	Signature	Date
11	Johnny Gibson		9-30-24
	Printed Name	Signature	Date
12	Wesley Parker		10/01/2024
	Printed Name	Signature	Date

Dear Members of the Dare County Planning Board,


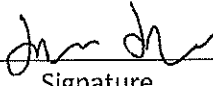

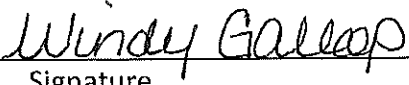
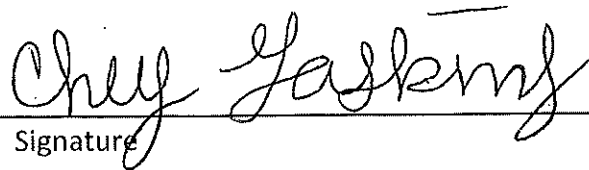

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Sincerely,

13	<u>Frank Rodriguez</u>	<u></u>	<u>9-30-24</u>
	Printed Name	Signature	Date
14	<u>Joshua Davis</u>	<u></u>	<u>9-30-24</u>
	Printed Name	Signature	Date
15	<u>Bud Gallop</u>	<u></u>	<u>9-30-24</u>
	Printed Name	Signature	Date
16	<u>Windy Gallop</u>	<u></u>	<u>9-30-24</u>
	Printed Name	Signature	Date
17	<u>Chey Gaskins</u>	<u></u>	<u></u>
	Printed Name	Signature	Date
18	<u>William Gibbs</u>	<u></u>	<u>9-30-24</u>
	Printed Name	Signature	Date

Dear Members of the Dare County Planning Board,




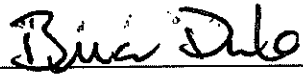

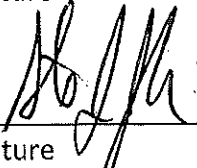
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Sincerely,

19	<u>Rex Erick Simpson</u>	<u></u>	<u>10-1-24</u>
	Printed Name	Signature	Date
20	<u>James R. Fornash II</u>	<u></u>	<u>10/1/24</u>
	Printed Name	Signature	Date
21	<u>Alex Knight</u>	<u></u>	<u>10/1/24</u>
	Printed Name	Signature	Date
22	<u>BRIAN DUNK</u>	<u></u>	<u>10/1/2024</u>
	Printed Name	Signature	Date
23	<u>Bill Warner</u>	<u></u>	<u>10-1-2024</u>
	Printed Name	Signature	Date
24	<u>Stephen P. Johnson</u>	<u></u>	<u>10-1-2024</u>
	Printed Name	Signature	Date

Dear Members of the Dare County Planning Board,

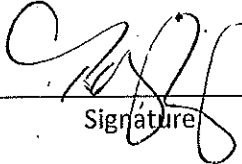
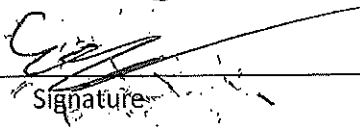
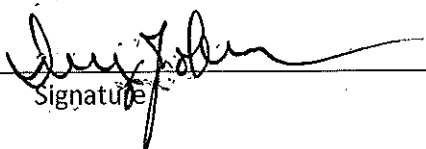
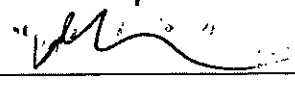
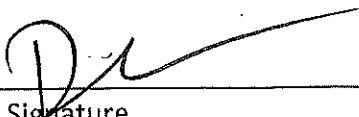
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Thank you for your attention to this matter. We look forward to your favorable response.

Sincerely,

25	Thomas Nyer		9/30/24
	Printed Name	Signature	Date
26	Emmanuel Orceky		9/30/24
	Printed Name	Signature	Date
27	JUEY JOHNSON		
	Printed Name	Signature	Date
28	Bradley Johnson		
	Printed Name	Signature	Date
29	RAY ABBOTT	Ray Abbott Sr.	10-1-24
	Printed Name	Signature	Date
30	Darrell Clark		10-1-24
	Printed Name	Signature	Date

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Sincerely,

31	Robert Kurt Daniels	Robert Kurt Daniels	10/1/24
	Printed Name	Signature	Date
32	Joseph Michael Daniels	JM Daniels	10/1/24
	Printed Name	Signature	Date
33	Hunter Quincey Smith	Hunter Q. Smith	10-1-24
	Printed Name	Signature	Date
34	Leigh Ann Smith	Leigh A. Smith	10-1-24
	Printed Name	Signature	Date

Printed Name	Signature	Date
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Printed Name	Signature	Date
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Karen Spencer

From: Cliff Spencer
Sent: Monday, September 30, 2024 3:33 PM
To: Karen Spencer
Subject: Fwd: Zone change

35

Thank You
Cliff Spencer

Begin forwarded message:

From: Luke Meekins <southsideservicestowing@gmail.com>
Date: September 30, 2024 at 3:11:52 PM EDT
To: Cliff Spencer <cspencer@spenceryachtsinc.com>
Subject: Zone change

As a local Business owner operator in the town of Wanchese, I here by do support the change of industry from Marine only to also include auto mechanics in the vicinity of Beverly Drive in the town of Wanchese. I do believe the need for Marine and Auto mechanics go hand-in-hand creating jobs in this area.

Sincerely,
Luke Meekins/ South Side Services & Towing.inc

This email has been scanned for spam and viruses by Proofpoint Essentials. Visit the following link to report this email as spam:

https://us1.proofpointessentials.com/app/report_spam.php?mod_id=11&mod_option=logitem&report=1&type=easyspam&k=k1&payload=53616c7465645f5f02bf6802caee7db3a6527cb182064043901b32df9bb4b2a61e9971ca7c7eda423639c81bdfc4442bc5a0ae80341fbec2b683ee89eb25cffb1f4bc5b1cbe04494810a3e0c5a6a0c6aeb74bdd8ae1db860fc9d8f32eaa493fb06aff69b2b28fae4f6c9a406b444cf7adc9bec41500e2bada939710f6eba623ac377660a76e3adacd791444711e5e95436597c3d82647d3c81a59bb50895ff69



STATEMENT OF CONSISTENCY AND REASONABLENESS

On November 4, 2024, the Dare County Board of Commissioners considered a zoning text amendment submitted by Karen Spencer and Spencer McGill. The zoning text amendment application seeks to amend the Dare County Zoning Ordinance, specifically Section 22-27.15 "Wanchese Wharf Marine Commercial" (MC-1) District. The text amendment would allow for automotive repair and service to be added to the list of permitted commercial uses.

The Dare County Planning Board reviewed the proposed amendment on October 1, 2024 and voted to recommend favorable action on the amendment.

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

The 2022 Dare County Land Use Plan is the comprehensive plan for Unincorporated Dare County adopted by the Dare County Board of Commissioners on January 2, 2024.

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

Land Use Compatibility Management Topic

Policy LUC #1

Dare County recognizes the importance of our coastal village heritage and will continue to foster this heritage through the use of appropriate land use policies, regulatory guidelines, and other County ordinances.

Policy LUC #8

Dare County supports the continued existence of locally owned businesses in unincorporated Dare County. Zoning regulations that allow the reconstruction and rebuilding of existing nonconforming businesses are the appropriate tool to support this goal.

Policy LUC #9

Commercial development should be designed to meet the needs of Dare County's unincorporated villages and not designed to serve as regional commercial centers. The prohibition of drive-thru window service at restaurants and gross floor area limitations are examples of appropriate tools for this goal.

Based upon a review of the policies, the Dare County Board of Commissioners finds the proposed amendments to Section 22-27.15 MC-1 to be consistent with the 2002 Dare County Land Use Plan.

Based upon a review of these policies, the Dare County Board of Commissioners and the Dare County Planning Board finds the zoning text amendment to be consistent with the 2022 Dare County Land Use Plan, since the amendment will allow for the redevelopment of a property, and the use will serve the needs of the village of Wanchese at an appropriate scale. The text amendment is also reasonable because it adds a use which is similar in nature to existing uses that are permitted in the MC-1 zoning district.

The Dare County Board of Commissioners hereby adopts the text amendments to Section 22-27.15 MC-1 zoning district as recommended by the Dare County Planning Board.



The Dare County Board of Commissioners will conduct a Public Hearing, November 4, 2024 to review an application for a proposed text amendment to the Dare County Zoning Ordinance. The amendment is summarized below. A copy of the proposed amendment is available upon request from the Dare County Planning Department.

WANCHESE WHARF MARINE COMMERCIAL ZONING DISTRICT (MC-1) (Section 22-27.15)—*the addition of Automotive repair and service.*

Any person can present comments at the hearing or may submit written comments by Mail to Dare County Board of Commissioners at P.O. Box 1000 Manteo, NC or by email to dbcoc@darenc.gov or morgan.potts@darenc.gov. Following the close of the hearing, the Board may choose to adopt the amendment or may choose to take no action on the amendment based on comments received at the hearing or subsequent board discussion.

DATE: Monday, November 4, 2024

TIME: 9:00 A.M.

Location: Dare County Commissioners Meeting Room

954 Marshal Collins Dr.

Manteo, NC 27954



Special Use Permit Application 5-2024 Submitted by Dale Petty & Annah Petty of Surf or Sound Realty for construction of a Storage Warehouse

Description

Dale and Annah Petty have submitted a special use permit application on behalf of Surf or Sound Realty to construct a storage warehouse on parcel 014722000 located at 40177 Westerly Ln in Avon, NC. 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 Special Use Permit 5-2024 and the associated site plan for Dale and Annah Petty of Surf or Sound Realty for the construction of a storage warehouse be approved."

Item Presenter

Noah H Gillam, Planning Director

SPECIAL USE PERMIT APPLICATION

Date: 9-9-24 Application No. 5-2024

Property Owner/Petitioner: DALE AND ANNAN PETTY DBA SURFORSOUND REALTY

Address: 40177 WESTERLY LANE, AVON, NC

Telephone: (252) 996-0729 Email: dale@surforsound.com

Review Fee Paid: \$2,369.50

Project Description: STORAGE WAREHOUSE FOR OPERATIONS OF SURF OR SOUND REALTY

Property Description:

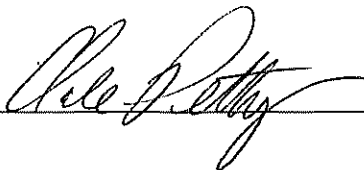
Lot	Phase/Section	Block	Subdivision
Parcel: <u>014722000</u>			PIN: _____

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: 22-25 Special Use: STORAGE WAREHOUSE

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: 9-9-24

October 13, 2024

MEMORANDUM

TO: DARE COUNTY BOARD OF COMMISSIONERS

FROM: Noah Gillam, Planning Director

RE: Special Use Permit Application 5-2024 Surf or Sound Realty Storage Warehouse submitted by Dale Petty

A Special Use Permit application and site plan for the development of a storage warehouse has been submitted by Dale Petty on behalf of Surf or Sound Realty. The parcel for the development proposal is identified as parcel 014722000 in the Dare County tax records and is located at 40177 Westerly Ln in Avon, NC. The property is zoned C-2 General Commercial and storage warehouses are permitted as a special use. The adjacent parcel to the east is owned by the applicant and serves as one of the realty offices for Surf or Sound Realty. The applicant intends to recombine approximately 4,700 square feet of realty office parcel with the proposed warehouse parcel. This recombination will need to be recorded prior to issuance of building permits.

The applicant is proposing to construct a 9,478 square foot storage warehouse on the 34,519 square foot parcel as depicted on the attached site plan. The C-2 district has an established lot coverage limitation of 60 percent for commercial uses, and the applicants proposed improvements as shown equate to a 28.8 percent lot coverage, meeting the requirements of the ordinance. The building will have 2,370 square foot dedicated to office space with the remaining 7,108 square foot to be used as storage of materials for the day to day operations of the realty company. The property is bordered by a canal on the western property boundary that connects to the Pamlico Sound, and the proposed improvements are located in the CAMA AEC and will trigger the need for CAMA permits.

The subject parcel is located in an AE 4 flood zone, and the applicant intends to elevate the structure above the Dare County Regulatory Flood Elevation of 8' feet. The site plan depicts the placement of fill material and construction of a retaining wall to hold the fill material in place to achieve the elevation requirement of 8' feet. The building construction will be a slab on grade structure, and the placement of fill and construction of the retaining wall will require an engineered design and certification from a geotechnical engineer to certify the fill material is sufficient to support the imposed

weight of the structure. Conditions have been added to the draft SUP to address these items.

Access to the site will be off Westerly Lane through the existing driveway on the applicant's adjacent parcel to the east. The site plan depicts a proposed 35' foot wide by 60' foot long access easement on the adjacent parcel, this easement will need to be shown and recorded on the recombination plat. Conditions have been added to the draft SUP to reflect the proposed access to the site. The applicant has indicated that 5 employees would be on the largest shift, and 5 parking spaces are provided on the site plan meeting the parking standards of the ordinance.

The C-2 ordinance requires a visual buffer where a commercial use abuts a residential use or zone, but does not specify between a vegetative buffer and a buffer of solid fencing. The site plan depicts a vegetative buffer along the property boundaries that abut residential uses. Conditions have been included in the draft SUP that addresses the planting and maintenance of the buffer.

The area of disturbance and built up area is below the threshold to trigger the need for North Carolina State Stormwater Permits or Sedimentation and Erosion control permits. The States threshold for Stormwater management starts at 10,000 square foot of built upon area, and Sedimentation and Erosion Control requires an acre of land disturbance.

The Dare County Fire Marshal has reviewed the site and has provided comments on a memo dated September 25, 2024, a copy of this memo is attached for the boards review. At the time of the SUP application submittal the applicant had indicated that the proposed building would be constructed with a fire suppression system, but after conducting a fire flow test of the adjacent fire hydrants the fire marshal and project engineer have determined that the existing hydrants have the ability to supply the needed 1,750 gallons per minute needed for a structure of this size if constructed with non-combustible materials. The portion of Westerly Lane that is used as access to the proposed site will need to be resurfaced with an all-weather surface capable of supporting 75,000 pounds for emergency vehicle access. The road width adjacent to the applicant's property will need to widen to a width of 20 foot the entire length of the property and reinforced with a material such as GEOWEB to provide a stable base for fire apparatus to access and work around the proposed structure. Conditions have been added to the draft SUP to address the fire marshal comments.

The Dare County Planning Board reviewed the draft SUP and associated site plan at their regularly scheduled meeting on October 1, 2024. The Planning Board found the draft SUP and site plan to be reasonable and appropriate for the proposed use.

The notice procedures for Quasi-judicial hearings established in Section 22-72 of the Dare County Zoning Ordinance were implemented for the Quasi-judicial hearing. The SUP application, draft SUP, and associated site plan is attached to this memo for the Boards review, and conditions can be added as a result of the Quasi-judicial hearing.

Draft Motion: "I move that Special Use Permit 5-2024 and associated site plan for Dale & Annah Petty of Surf or Sound Realty for the construction of Storage Warehouse be approved."



Special Use Permit No. #5-2024

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

Application of: Dale and Annah Petty d/b/a Surf or Sound Realty

On November 04, 2024 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
3. The subject property is zoned C-2 General Commercial. This property is identified on the Dare County tax records as PARCEL 014722000 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 9,478 square foot operations and storage warehouse. A site plan depicting the proposed improvements is included as part of this permit.

CONDITIONS:

1. The 9,478 square foot slab on grade building and other site improvements shall be constructed as depicted on the site plan. The structure shall be used for the operations and storage of materials and goods associated with Surf or Sound Realty.
2. The structures and improvements shall be constructed and located on the parcel in conformance with the setbacks of Section 22-25 of the Dare County Zoning Ordinance and the Dare County Flood Damage Prevention Ordinance.
3. A recombination plat shall be recorded in the Dare County Register of Deeds recombining 4,669 square feet of property from the petitioners adjoining parcel 014712000 with the subject parcel 014722000. The recombination plat shall establish the 35' foot by 60' foot access easement for the use of the shared drive accessed off of Westerly Lane. The plat and subsequent deed documents shall be recorded prior to the issuance of Dare County Building Permits.
4. Building Permits for the structures shall be secured within 36 months from the 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.
5. Drive aisles internal to the development shall be constructed and maintained with gravel capable of supporting 75,000 pounds, and must be 20' foot wide with a 13'-6" height clearance. There shall be no parking in the drive aisles and must be kept free of obstructions.
6. The portion of Westerly Lane used to access the site shall be improved with an all-weather surface capable of supporting 75,000 pounds for emergency vehicle access. The section of the road adjacent to the site shall be improved to a width of 20' foot the entire length of the parcel and reinforced with a material such as GEOWEB or similar material to provide a stable base for fire apparatus to access and work around the proposed structure.
7. The structural retaining wall depicted on the site plan shall be designed, certified, and inspected by a North Carolina Structural Engineer to ensure the wall is capable of supporting the load imposed by the fill material and building. The fill material shall be compacted and certified by a North Carolina Licensed Geotechnical Engineer to ensure the fill material is capable of supporting the load imposed by the building.

8. The building shall be constructed of non-combustible construction as defined in the North Carolina Building Code and notes describing such shall be included on the site plan. The needed fire flow using this type of construction shall be supplied at 1,750 gallons per minute.
9. The top of the retaining wall shall be equipped with guardrails adjacent to the three sets of access stairs, the southern boundary of the parking lot, and the area adjacent to the HVAC stand as depicted on the site plan prepared by Michael Robinson dated 10-01-2024.
10. All supplemental State and Federal permits shall be secured prior to ground disturbing activities. Copies of these permits shall be provided to the Dare County Planning Department.
11. A visual buffer shall be installed and perpetually maintained along all property boundaries that abut a residential use. The buffer strip shall consist of a planted strip of land at least 5 feet in width composed of indigenous deciduous and/or evergreen trees, spaced not more than 10 feet apart, and not less than one row of indigenous dense shrubs, spaced not more than 5 feet apart and 5 feet or more in height after one growing season, which shall be planted and maintained in a healthy, growing condition by the property owner. If fencing is used, such fencing shall be a minimum of six feet in height. Buffers shall be maintained by the property owner. Existing on-site vegetation may be used if deemed sufficient by Dare County Planning.
12. There shall be no storage of materials, and goods above 12' feet in height in the structure.
13. There shall be no staging of equipment or materials in or along the right-of-way of NC 12 Highway, Westerly Lane, and Brinkley Lane.
14. The parking and loading/unloading of delivery trucks shall only occur in the areas identified on the site plan.
15. Hours of operation shall be limited to 5:30 a.m. to 7:00 p.m., seven days a week.
16. A lighting plan for the site will need to be submitted at the time of building permit submission. Lighting on the site for yards, signs, parking areas, and other areas must be oriented or shielded so that the light and glare reflects away from streets and adjacent properties.

17. 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 22-65 of the Code may be authorized administratively by the Planning Director.
18. 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.
19. All other terms and provisions of the Dare County Zoning Ordinance shall remain in full force and effect except as herein specifically permitted otherwise;

This 04th day of November 2024

SEAL:

COUNTY OF DARE

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

ATTEST:

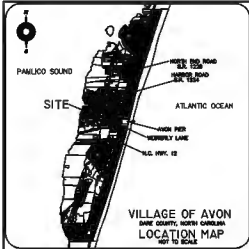
By: _____
Skyler Foley
Clerk to the Board

THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED

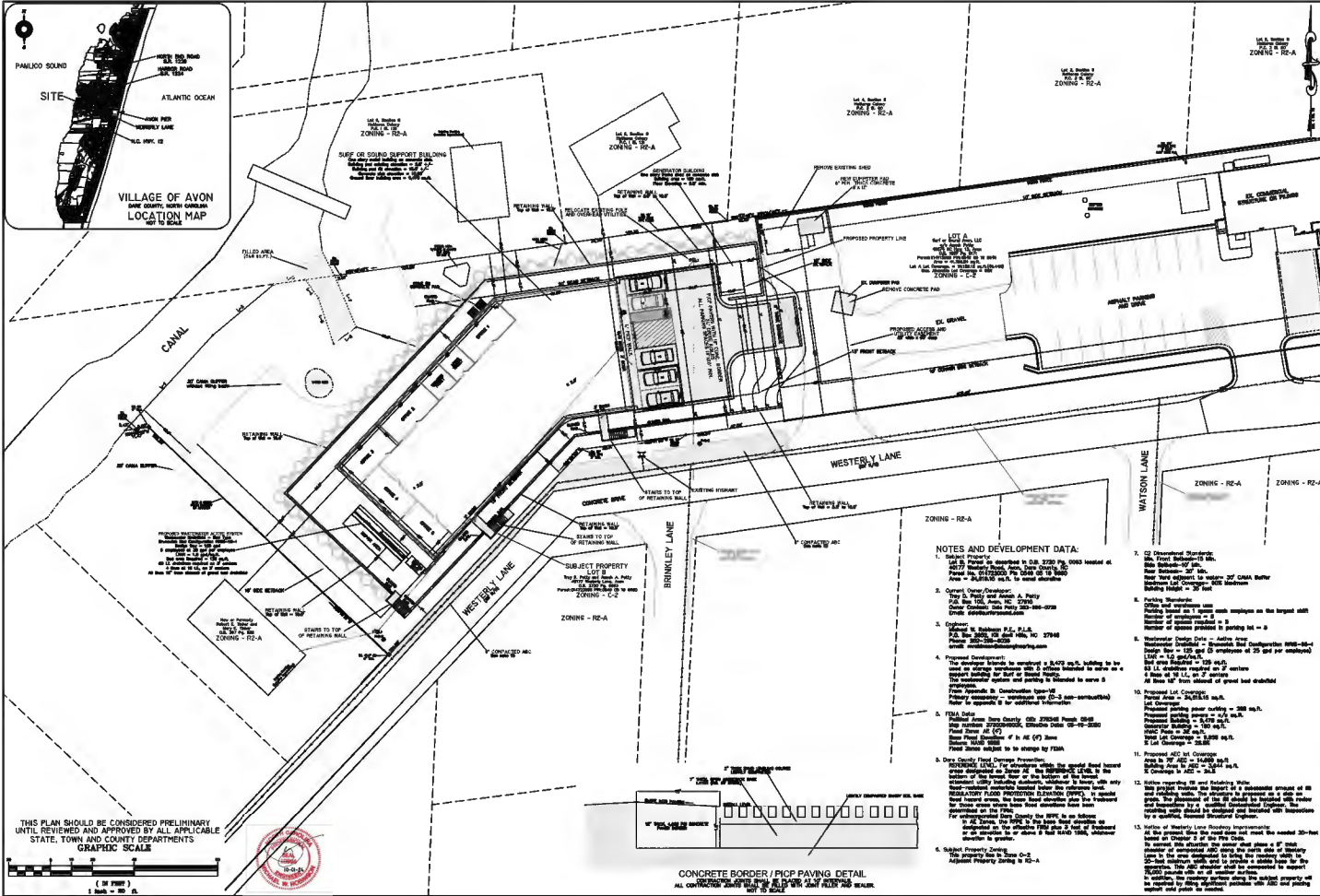
By: _____
Dale and Annah Petty
Surf or Sound Realty

APPROVED AS TO LEGAL FORM

By: _____
Robert L Outten
County Attorney

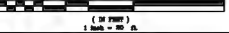


VILLAGE OF AVON
DAVE COUNTY, NORTH CAROLINA
LOCATION MAP
SEE TO SCALE



- NOTES AND DEVELOPMENT DATA:**
1. Subject Property: 4.00 Acres, Parcel ID: 00-0000-0000, Zoning: RE-A.
 2. Proposed Building: 10,000 sq. ft. building with 20 parking spaces.
 3. General Notes: All work to be in accordance with the approved plans and specifications.
 4. Erosion Control: Erosion control measures shall be installed on all disturbed areas.
 5. Utility Lines: All utility lines to be shown and located prior to construction.
 6. Survey: Survey conducted by [Name], dated [Date].
 7. Zoning: The property is zoned RE-A, which allows for single-family detached dwellings.
 8. Setbacks: Minimum setbacks of 10 feet are required on all sides.
 9. Access: A 10-foot wide access road is provided from Brinnley Lane.
 10. Foundation: Foundations shall be on compacted fill.
 11. Grading: Grading shall be to the finished ground level.
 12. Paving: Paving shall be 4 inches of concrete on 4 inches of compacted subgrade.
 13. Retaining Walls: Retaining walls shall be 6 feet high and finished with stone.

THIS PLAN SHOULD BE CONSIDERED PRELIMINARY
UNTIL REVIEWED AND APPROVED BY ALL APPLICABLE
STATE, TOWN AND COUNTY DEPARTMENTS
GRAPHIC SCALE



CONCRETE BORDER / P/CP PAVING DETAIL
ALL DIMENSIONS IN FEET UNLESS OTHERWISE NOTED
SEE TO SCALE

MICHAEL W. ROBINSON, P.E., P.L.S.
ENGINEERING AND SURVEYING
KILL DEAN, N.C. 27548
DATE: 11/15/2023

SITE PLAN

TROY D. AND ANNAH A. PETTY
DAVE COUNTY
40177 WESTERLY ROAD, AVON

NO.	DATE	BY	APP.
1	11-15-23	TRD	TRD
2	11-15-23	TRD	TRD
3	11-15-23	TRD	TRD

122623-1



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
Michael Robinson, PE

From: Steven R. Kovacs, Fire Marshal

Date: September 25, 2024

Re: Surf or Sound Support Building - Avon

I have reviewed the site plan and have been in contact with Mr. Michael Robinson, the engineer of record for the site plan. Based on our work and conversations the following has been agreed upon.

- There were conflicting notes on the plan in regards to the construction type of the building being proposed for this project. This conflict then posed a problem with meeting the needed fire flow requirements. In a conversation with Mr. Robinson late this afternoon it was relayed to me that the posed construction type will be *non-combustible construction*. Using that construction type and general combustible storage the calculated needed fire flow for this project is 1,750 gallons per minute. A flow test that I witnessed with Mr. Robinson last week on the site found an available flow on the fire hydrants on Westerly Lane was 1,666 gallons of water per minute. There is an additional hydrant on NC 12 which would be able to make up the difference. All notes to construction type must be updated.
- On the upper left side of the plan there is a note that the building was to be provided with fire sprinkler suppression. Mr. Robinson indicated that this note was added prior to the water test thinking that the flow rate was going to be less. Based on the water test noted above the needed fire flow requirements having been met the sprinkler system is planned to be omitted which based on the information on hand the removal is accepted. All notes on the plan referencing the fire sprinkler system must be removed.
- Combustible storage will be limited to 12-feet in height. Storage above 12-feet is by definition in the Fire & Building Code 'High-Piled Combustible Storage' and additional requirements would be needed that could change the site plan and alter other fire protection systems.
- Westerly Lane which is the only access to the property is in rough condition with broken concrete and asphalt. The condition of the road must be addressed to provide an all-weather surface capable of supporting 75,000 pounds for fire apparatus access. Below is a picture of Westerly Lane taken on September 19, 2024.



- At the present time the road does not meet the needed 20-feet based on Chapter 5 of the Fire Code. Material needs to be added, such as GEOweb, along the side of the road to bring this to 20-feet and to provide a stable base for fire apparatus to access and work around the proposed structure. This would need to run the length of the property. This would need to be able to support 75,000 pounds with an all-weather surface.
- Need to add another set of steps on the southwest end of the bulkhead to provide access for fire operations since this bulkhead is nearly 8-feet above grade.
- With the height of the bulkhead there must be guards added to the top all the way around to provide needed fall protection.

** 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.*



OFFICE OF STATE JUDICIAL HEARINGS

EMERALD ONE EIGHT ONE SEVEN
PARCELS 11472240
STATE OF MARYLAND
DATE: MONDAY, NOVEMBER 4, 2024
ROOM:
PLACE: STATE COUNTY BOARD OF COMMISSIONERS
MEETING ROOM
500 MARCHALL S. BUILDING BRIVE
ANNAPOLIS, MD 21404



A RESOLUTION IN SUPPORT OF DARE COUNTY, NORTH CAROLINA, RECOGNIZING AND APPROVING THE DARE COUNTY OFFICIAL AMERICA 250 NC COMMITTEE FOR THE UNITED STATES SEMIQUINCENTENNIAL

Description

In 2026, America will commemorate 250 years since the signing of the Declaration of Independence and the development of a new country dedicated to “life, liberty, and the pursuit of happiness.”

There are two grants available that the local committee may apply for by December 16, 2024. The grants are funded by appropriations from the 2023-2025 state budget (S.L. 2023-134) and are designed to support and encourage America 250 NC programming, research, and activities. Funded projects must clearly connect to at least one of America 250 NC’s commemorative themes: Visions of Freedom, Gathering of Voices, and Common Ground. The County Committee Grant provides \$10,000 to support a variety of public programs, scholarly research, tourism projects, and educational outreach. No match is required. The Community Program Grant awards up to \$30,000 and requires a 15% match.

Board Action Requested

Adopt Resolution and Give Approval to Submit Applications and Request Matching Funds for the America 250 NC Grant Initiatives

Item Presenter

Dorothy Hester, Public Information Officer & Robert Outten, County Manager



A RESOLUTION IN SUPPORT OF DARE COUNTY, NORTH CAROLINA, RECOGNIZING AND APPROVING THE DARE COUNTY OFFICIAL AMERICA 250 NC COMMITTEE FOR THE UNITED STATES SEMIQUINCENTENNIAL

WHEREAS, Roy Cooper, Governor of North Carolina, created America 250 NC to plan, encourage, develop and coordinate the commemoration of the 250th anniversary of the United States and North Carolina's integral role in that event and the role of its people on the nation's past, present and future; and

WHEREAS, America 250 NC has a mission to engage all North Carolinians and all 100 counties through their many signatures and officially recognized programs, projects and events over the commemoration by inspiring future leaders and celebrating North Carolina's contributions to the nation over the last 250 years; and

WHEREAS, by adoption of America 250 NC's mission, a Dare County committee is officially formed to achieve the goals of America 250 NC; and

THEREFORE, BE IT RESOLVED, that the County of Dare hereby endorses America 250 NC and its mission; and

THEREFORE, BE IT FURTHER RESOLVED, that the County of Dare officially establishes an America 250 NC committee made up of a diverse group of citizens to work with America 250 NC on any and all activities, and the participants of this Dare County committee will be strictly voluntary roles and there will be no compensation for participation; and

THEREFORE, BE IT FURTHER RESOLVED that a copy of this resolution be sent to the legislative delegation and the America 250 NC Committee.

This 4th day of November 2024.

Robert Woodard, Sr., Chairman

Attest:

Skyler Foley, Clerk to the Board

Proposed members of Dare County's AMERICA 250 NC Committee:

Austin Paul, Jockey's Ridge State Park
Kim Sawyer, Roanoke Island Festival Park
Brian Edwards, COA - Dare
Gray Parsons, The Secotan Alliance
Colleen Fagerstern, Daughters of the American Revolution
Tammy Woodward, Outer Banks History Center
Meaghan Beasley, Dare County Libraries
Danny Couch, Hatteras Island representative
Michael Anderson, NPS-Outer Banks Group
Jamie Whitley, Town of Manteo
Michelle Lewis, Roanoke Island representative
Jeff Schwartzenberg, Outer Banks Visitors Bureau
Karen Brown, Outer Banks Chamber of Commerce
Patty O'Sullivan, Dare County Veterans Service Officer
Kay Nickens, Town of Duck
Lauren Garrett, Town of Kitty Hawk
Rachel Tackett, Town of KDH
Roberta Thuman, Town of Nags Head
Dare County Schools representative
Dare Arts representative TBD
Katelin Kight, Dare County
Dorothy Hester, Dare County





A M E R I C A

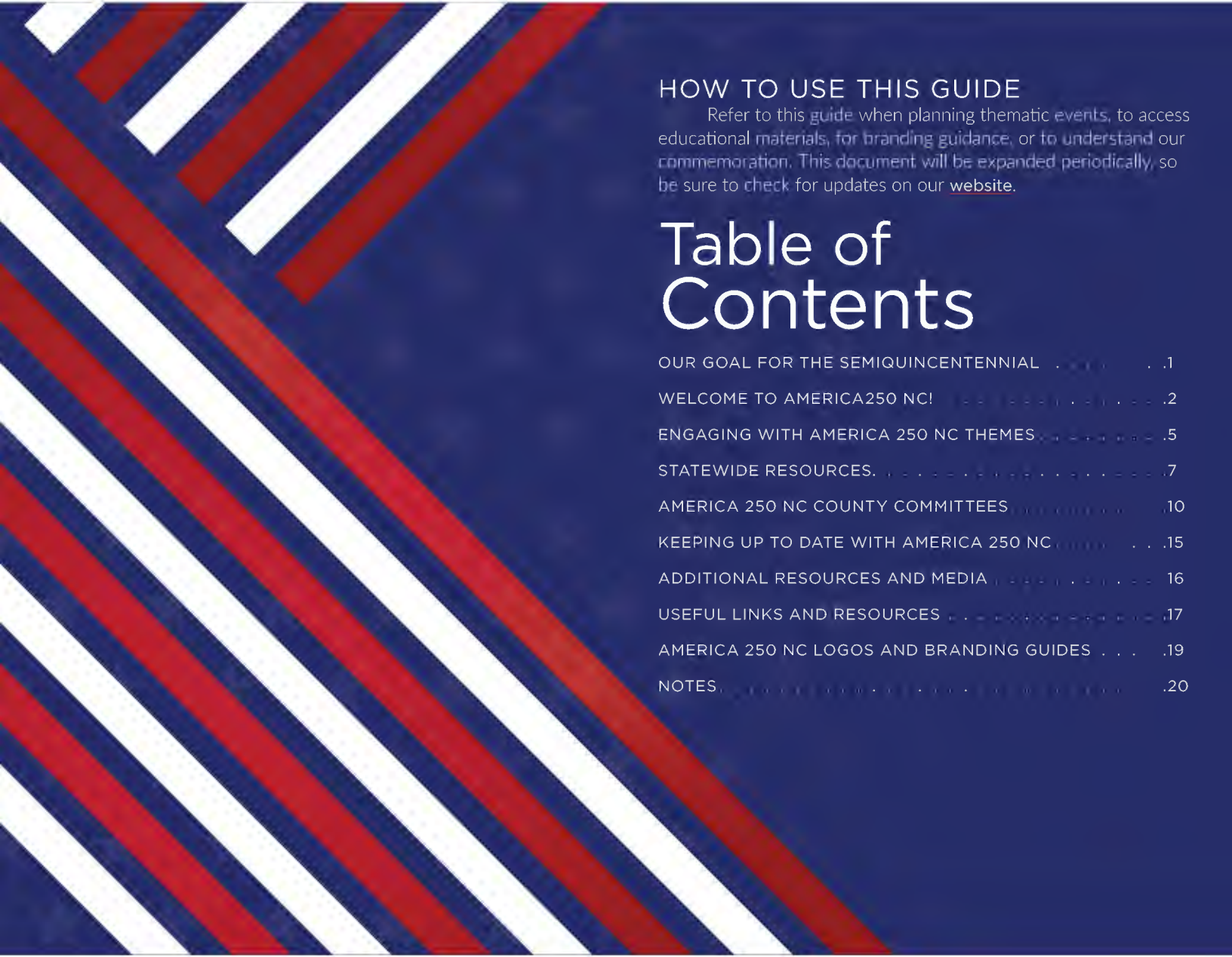
250
NC



To be rather than to seem

Planning Guide for the 250th Anniversary
of the United States and North Carolina





HOW TO USE THIS GUIDE

Refer to this [guide](#) when planning thematic events, to access educational materials, for branding guidance, or to understand our commemoration. This document will be expanded periodically, so be sure to check for updates on our [website](#).

Table of Contents

OUR GOAL FOR THE SEMIQUINCENTENNIAL	.1
WELCOME TO AMERICA250 NC!	.2
ENGAGING WITH AMERICA 250 NC THEMES	.5
STATEWIDE RESOURCES	.7
AMERICA 250 NC COUNTY COMMITTEES	.10
KEEPING UP TO DATE WITH AMERICA 250 NC	.15
ADDITIONAL RESOURCES AND MEDIA	.16
USEFUL LINKS AND RESOURCES	.17
AMERICA 250 NC LOGOS AND BRANDING GUIDES	.19
NOTES	.20



The NC Department of Natural and Cultural Resources is a cabinet-level state agency that oversees 27 historic sites, seven history museums, two art museums, Five science museums, three aquariums, 41 state parks, the Zoo, the Symphony, the State Library, the State Archives, the Arts Council, the State Historic Preservation Office, the Office of State Archaeology, the American Indian Heritage Commission, and the African American Heritage Commission. All divisions of the agency will participate in the 250th commemoration.

OUR GOAL FOR THE SEMIQUINCENTENNIAL

The 250th anniversary of the United States offers us a unique opportunity to reflect on how far we have come as a country, and to consider the ongoing work of our democracy. In preparing for this commemoration the North Carolina Department of Natural and Cultural Resources (DNCR) seeks to generate a spirit of collaboration statewide. Our goal is to energize robust, comprehensive, and inclusive programs across ALL of North Carolina. We hope that this guide will assist in your efforts to develop events, programs and activities that will generate an increased interest in our state's history and future.

WELCOME TO AMERICA 250 NC!

In 2026, America will commemorate 250 years since the signing of the Declaration of Independence and the development of a new country dedicated to "life, liberty, and the pursuit of happiness." In the years since, our country has undergone many changes, and faced many challenges. To observe this momentous occasion, the U.S. Semi-quincentennial Commission was established by Congress (P.L. 114-196) to encourage Americans to remember our past, celebrate the present, and look forward to a promising future. America 250 NC is North Carolina's commemoration planning organization.

The North Carolina Department of Natural and Cultural Resources is the statewide entity charged by Governor Cooper with the leadership of the commemoration for the state. To this end, DNCR is connecting with a variety of local, state, and federal partners to accomplish the goals of this commemoration. Each provides a unique viewpoint and approach to commemorating this anniversary.

As we prepare to mark this anniversary, we are focused on lifting the historical and contemporary voices of North Carolinians to present a more complete narrative of our state's history. To this end, we are happy to introduce this America 250 NC planning guide. Here you will find our guiding themes and suggestions on how you can engage with the anniversary and additional resources.

North Carolina will commemorate the 250th anniversary of the Revolution with wide ranging activities across a multi-year commemoration beginning on April 12, 2024, with a focus on 2026. Additional events will continue through 2033 to reflect our state's Revolutionary history. Statewide activities sponsored by DNCR will include educational outreach, online resources, traveling and temporary exhibits, and a wide variety of commemorative events. The activities listed here are subject to change and

WELCOME TO AMERICA 250 NC

additional programs and products may be added as the commemoration grows. The commemoration's goal is to empower North Carolinians to engage with 250 years of our state's rich and diverse history.

COMMEMORATIVE THEMES

As we prepare to commemorate this important milestone, a cross-disciplinary group of academics, public historians, and educators identified interpretive themes that will guide our approach to developing events and outreach. These themes inform how we at DNCR are developing content that will define the statewide commemoration. We encourage you to refer to these themes as inspiration in planning your local activities.

The commemoration will focus on two broad concepts with complementary thematic avenues to explore these concepts: **REVOLUTIONARY NC** (the historical events of the Revolution and NC) and **WHEN ARE WE US?** (An exploration of the ideas of freedom, civic responsibility, overcoming challenges, and change as we lean into the ideals of democracy). The following themes are helpful in exploring these concepts in a variety of ways.

VISIONS OF FREEDOM

THE AMERICAN REVOLUTION WAS THE BEGINNING OF THE CONTINUING JOURNEY FOR NORTH CAROLINIANS TO SEEK TRUE FREEDOM.

The American Revolution was an important marker on the continuing journey towards true freedom for North Carolinians. This theme is a good place to identify political, military, or social Revolutionary era leaders who took bold steps to stand up to British rule. Here we will also highlight movements that pushed us closer to a better version of our state and nation – the Civil Rights Movement, Women's Suffrage, even scientific and industrial developments – have all shaped who and what we are as North Carolinians.

WELCOME TO AMERICA 250 NC

GATHERING OF VOICES

NORTH CAROLINA'S MANY VOICES INSPIRE FUTURE GENERATIONS TO CREATE AND LEAD.

This commemoration cannot be told through a single lived experience. The historic and modern-day voices and stories of North Carolinians serve to inspire others to take innovative steps towards a "More Perfect Union," and to ensure that all voices are heard. Our Revolutionary ancestors have much to tell us about their lives and experiences. Voices from our recent past can also inspire us to recognize that "out of many, one" voice can be heard, can make change, and can affect us all.

COMMON GROUND

PLACES CARRY OUR STORIES OF STRUGGLE, CREATION, AND CONNECTION TO ONE ANOTHER.

We must recognize that we are students, witnesses, and makers of history. Physical spaces hold shared stories of struggle, creation, and connection and our spaces of reverence (battlefields, historic spaces, the natural world) can echo happiness, violence, painful memories, evidence of struggles, rebirth, and growth. All hold the narratives of collective and individual struggle, creativity, and relationships to one another. We must always strive for common ground and ways to make our state a better place.

THEMES

VISIONS OF FREEDOM	GATHERING OF VOICES	COMMON GROUND
The American Revolution was a beginning of a continual journey for North Carolinians to seek true freedom.	North Carolina's many voices inspire future generations to create and lead.	Places carry our stories of struggle, creation, and connection to one another.



ENGAGING WITH AMERICA 250 NC THEMES

Commemorative activities will empower North Carolinians to consider what the concepts set forth in the Declaration of Independence mean both historically and for modern day residents. **WHEN ARE WE US?** and **REVOLUTIONARY NC** are chosen to represent North Carolina's journey from the beginning of an experiment in democracy to the present. When planning thematic activities, it will be helpful to refer to the themes and topics listed below with more details, as well as some examples of events, exhibits, and topics that can be used around each theme.

When planning events, we encourage partners to align activities with our themes. Here are some examples of where certain topics might fall. Of course, it is possible that one topic may cross themes. For example, when examining protests, marches, and demonstrations for voting rights, you may consider the theme of **VISIONS OF FREEDOM**, as well as **COMMON GROUND**. Programming can help audiences consider their community's role in the founding of the United States, and their continued place in its history. Many **REVOLUTIONARY NC** concepts can cross multiple themes as well. For example, John Chavis, a free person of color, enlisted and fought as a Revolutionary War patriot soldier (**REVOLUTIONARY NC**) and later established a school in Raleigh (**WHEN ARE WE US?**).

A GATHERING OF VOICES

- »Immigration
- »Women/families/children
- »Regulators
- »Westward expansion
- »Protest/Counter-protest
- »American Indian experience
- »Latinx experience
- »Black experience
- »LGBTQ+ experience
- »Disability experience



VISIONS OF FREEDOM

- »Reconstruction
- »Civil Rights movement
- »American Indian rights
- »LGBTQ+ rights
- »Labor and labor movements
- »Disability and accessibility movement
- »Halifax Resolves



COMMON GROUND

- »Development of State Parks
- »Naturalization
- »Voting rights
- »Draft/military service
- »Agriculture

STATEWIDE RESOURCES

STATEWIDE RESOURCES

The America 250 NC team will be developing exhibits and displays related to this commemoration. While these will be on a large scale, it might be helpful to refer to these examples when developing your own programming.

EXHIBITS

MUSEUM EXHIBITS

DNCR museums will mount in person and online exhibitions to examine moments across 250 years that define the unique experiences of North Carolinians.

TRAVELING EXHIBITS

The DNCR Exhibit Committee has developed non-artifact-based panels that are designed to be flexible in setup and configuration for a variety of locations. These exhibits will travel around the state at no cost, please visit the America 250 NC website for more information and to request an exhibit.

ONE-DAY WONDERS

The State Archives will develop a special, pop-up exhibit featuring original documents from their collections. These exhibits are available for single day displays. Applications to host one of these exhibits will be available beginning in 2025.

EDUCATIONAL OUTREACH

EDUCATOR RESOURCES

Before and during the commemoration, DNCR will create curriculum materials and sponsor teacher workshops on **REVOLUTIONARY NC**, and **WHEN ARE WE US?**, and associated themes. DNCR staff will contribute expertise, historic locations, and

STATEWIDE RESOURCES

digital materials associated with their collections to the program. Educational materials will be made widely available free of charge to educators, families, and educational entities.

TAR HEEL JUNIOR HISTORIAN

The statewide history club for students managed by the North Carolina Museum of History will highlight content related to the themes across the commemoration.

ANCHOR

(A North Carolina History Online Resource) The online resource will grow with additional materials that support commemorative themes through digital imagery of collection materials from across the department accompanied by interpretive essays, and including lesson plans, audiovisual resources, and downloadable documents kits with suggested classroom activities.

ARCHAEOLOGY DAYS

The Office of State Archaeology will sponsor public excavation events at selected state historic sites (e.g., Halifax, and Brunswick Town) with coordinated student involvement.

ONLINE AND OTHER RESOURCES

CENTRAL COORDINATING WEBSITE

A new commemorative web portal will contain: an online joint calendar of commemorative activities; updated Timeline of the Revolution; centralized access to other DNCR offerings such as **ANCHOR**, **NCPedia**; online exhibits.

REVOLUTIONARY NC TRAILS

Development of online resource materials to include battlefields and other places of interest. Additional development of the trail will include installation of informational waysides at select locations.



STATEWIDE RESOURCES

DIGITIZATION OF MATERIALS

DNCR entities will digitize and provide greater access to collections along commemorative themes to emphasize the underrepresented stories of the period, genealogical value, and support of the K-12 curriculum.

PODCASTS/BLOG/NEWSLETTER

Agency blogs, newsletters, podcasts and video series will feature new commemoration resources, program highlights, and our collections related to the commemoration themes.

ONLINE CLASS(ES) AND EVENTS

Online learning opportunities for adult learners on topics such as "Finding Revolutionary Ancestry," trivia contests, and other topics.

PUBLICATIONS

Special issues of Tar Heel Junior Historian (Museum of History), the North Carolina Historical Review (Office of Historical Research), a children's book series, and a book about the clashes of Cornwallis and Greene as they battled in the state near the end of the war.



AMERICA 250 NC COUNTY COMMITTEES

AMERICA 250 NC COUNTY COMMITTEES

The heart of the American 250 NC commemoration lies within the county committees. These committees are dedicated to planning and organizing events, projects, and initiatives at the county level. They serve as the local conduit to the statewide commemorative programming, amplifying the rich history of our state and local communities. They also seek to foster participation of a wide variety of local organizations and groups to participate in creating America 250 NC events and resources.

We encourage county committees to contain membership spanning diverse perspectives and skills. Inclusion of members from a variety of sectors, including government, cultural heritage institutions, regional American Indian tribes, non-profits, tourism agencies, civic organizations, and community groups ensures that your America 250 NC events will reach the widest variety of audiences. The DNCR America 250 NC team welcomes the opportunity to consult with your committee on organization issues and programming suggestions. Please contact us at: America250NC@dncr.nc.gov

We ask that each county have only one official committee and that they gather a cross-section of the community to serve. To be officially recognized at the central county body coordinating the local America 250 NC commemorative activities, county commissioners must pass and sign the resolution. A simple resolution noting the creation of the committee and its alignment with the statewide America 250 NC mission can serve as the official designation for the group. A sample resolution is below:

AMERICA 250 NC COUNTY COMMITTEES

RESOLUTION OF _____ COUNTY
RECOGNIZING AND APPROVING OF THE _____ COUNTY
OFFICIAL AMERICA 250 NC COMMITTEE

A resolution of _____ County, North Carolina, supporting the America 250 NC committee for the United States semiquincentennial (AMERICA 250 NC).

WHEREAS, Roy Cooper, Governor of North Carolina, created AMERICA 250 NC to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States and North Carolina's integral role in that event and the role of its people on the nation's past, present, and future; and

WHEREAS, AMERICA 250 NC has a mission to engage ALL North Carolinians and ALL 100 counties through their many signatures and officially recognized programs, projects, and events over the commemoration by inspiring future leaders and celebrating North Carolina's contributions to the nation over the last 250 years; and

WHEREAS, by adoption of America 250 NC's mission, _____ County Committee is officially formed to achieve the goals of AMERICA 250 NC.

NOW, THEREFORE, BE IT RESOLVED, that the County of _____ hereby endorses AMERICA 250 NC and its mission; and

RESOLVED, the County of _____ officially establishes an AMERICA 250 NC Committee made up of a diverse group of citizens to work with AMERICA 250 NC on any and all activities. The participants of the _____ County Committee will be strictly voluntary roles and there will be no compensation for participation.

IT IS FURTHER RESOLVED that a copy of this resolution be sent to the _____ legislative delegation and the AMERICA 250 NC Committee.

ADOPTED this _____ day of _____, 202__.

AMERICA 250 NC COUNTY COMMITTEES

Official county committees should also complete the registration and contact form that includes membership information, as well as a designated contact person to be a liaison with the statewide America 250 NC leadership. Be advised that the liaison's name and email address will be posted on the website. The [contact form](#) can be found on the America 250 website.

Local grant funds are available during FY2023-2024 and FY 2024-2025 to underwrite the costs of local commemorative events and programming. One type of [local grant](#) is available exclusively to official county committees during the FY 2023-2024.

Are you wondering how you can get involved with others in your community or at your museum, library, or historic site?

Here are some suggestions:

EXPLORE DNCR RESOURCES FOR PLANNING LOCAL EVENTS, EXHIBITS, AND PROGRAMS

- » The [State Archives YouTube channel](#) includes videos from a recorded series of workshops on community collecting and storytelling for the America 250 NC commemoration.
- » Watch the America 250 NC website for additional resources with tips and suggestions for local programming, including resources from organizations such as the [American Association of State and Local History](#).

EMBRACE HISTORY WITH HISTORY-MINDED PROGRAMS

- » Host a lecture series by inviting experts on NC history to speak on their work at a local library, school, museum, or park.
- » Host a traveling exhibit from DNCR. Non-artifact exhibits will be available to travel to a variety of locations across the state. Some print-on-demand exhibit panels will also be available. Consider adding local content to the exhibit.



AMERICA 250 NC COUNTY COMMITTEES

- » Highlight local history and people with an event or program focused on your visions of freedom, gathering of voices, or common ground.
- » Augment an existing festival, parade, or annual event by adding America 250 NC themes, activities, and costumed living historians to an annual event to highlight the commemoration without planning an entirely new event.
- » Commemorate important national and local events through public programs, such as a reading of the Declaration of Independence in your community on July 4, 2026.
- » Sponsor an essay or poster contest for local K-12 students using the America 250 NC themes and local or statewide historical topics.

EMBRACE THE ARTS WITH YOUR LOCAL ARTS COUNCIL

- » Musical performances, theater, and artist exhibitions by artists young and old can share a spirit of pride in your community and its history.
- » Community storytelling with local storytellers can entertain and educate even as they encourage community elders to share their history through oral history projects.
- » Hold a film screening-Consider screening a film related to one of the topics mentioned, such as the Revolutionary War or the civil rights movement. Develop questions to engage the audience in viewing.

EXPLORE YOUR AREA'S NATURAL HISTORY

- » Host a nature walk using a leader who can highlight your region's natural landscapes from 250 years ago.
- » Develop a program or story walk about the revival of iconic species of state and nation, such as the red wolf or the bald eagle.

AMERICA 250 NC COUNTY COMMITTEES

ENCOURAGE LITERACY WITH YOUR LOCAL LIBRARY

- » Start a book club to discuss topics related to the Revolutionary War, civil rights, colonial food, and many more!
- » Request a children's America 250 NC activity bag for your local libraries or cultural institutions. These bags include a selection of children's books and activities families can explore together. Be advised that quantities are limited.
- » Host story times or build a story walk with a children's book about the Revolutionary War. Watch for the release of DNCR's four children's books related to the commemoration themes.

SHARE ON SOCIAL MEDIA.

- » Whatever you decide to do, share it! Tag us @AMERICA250NC in your commemorations and learning experiences and we will share on our platform. Also consider making Facebook groups to build community around topics and experiences.

WE CAN'T WAIT TO SEE WHAT YOU DO!



KEEPING UP TO DATE

KEEPING UP TO DATE WITH AMERICA 250 NC

While we encourage you to consider developing events and educational programs to align with the commemoration, there are several low-input possibilities for making your voice and impact heard. To keep up to date on our plans for the commemoration, visit America250.nc.gov

NEWSLETTER

Our newsletter is the quickest and most effective way to learn about our progress and plans. This is where you will find updates on our themes, our events, and our planning across the state. You can sign up on our [website](#).

SOCIAL MEDIA

As we ramp up our activities, we will be sharing across [Facebook](#) and [Instagram](#). We encourage you to follow us and share with your networks.

EVENT SUBMISSION

Planning an event? Submitting to the America 250 NC calendar is easy! Fill out [this form](#) for consideration. Be sure to check the content and type of event against our themes to be sure it is relevant to the commemoration.

BLOG SUBMISSION

We want to hear from you! It's important to us that diverse North Carolinian voices are shared on our platform. Our blog will feature submissions from academics, creatives, and public reflections on our state's history. If you're interested in submitting a piece, please reach out to America250NC@dncr.nc.gov

ADDITIONAL RESOURCES AND MEDIA

ADDITIONAL RESOURCES AND MEDIA

For additional resources about how North Carolina is preparing for the 250th anniversary, including publications, webinars recordings, blog posts, and other materials, visit America250.nc.gov

For additional information about the U.S. Semi-quincentennial Commission and America 250, visit america250.org

American Association for State and Local History Guide and Programs: <https://aash.org/programs/250th/>



USEFUL LINKS AND RESOURCES

USEFUL LINKS AND RESOURCES

From within the Department of Natural and Cultural Resources

AMERICA250NC

<https://www.america250.nc.gov/>

DEPARTMENT OF NATURAL & CULTURAL RESOURCES

<https://www.dncr.nc.gov/>

STATE LIBRARY OF NORTH CAROLINA

<https://statelibrary.ncdcr.gov/>

STATE LIBRARY GUIDES

<https://statelibrary.ncdcr.libguides.com/>

STATE ARCHIVES OF NORTH CAROLINA

<https://archives.ncdcr.gov/>

STATE ARCHIVES & STATE LIBRARY DIGITAL COLLECTIONS

<https://digital.ncdcr.gov/>

NCpedia (THE ENCYCLOPEDIA OF ALL THINGS NORTH CAROLINA)

<https://ncpedia.org/>

ANCHOR (ONLINE TEXTBOOK OF ALL NC HISTORY)

<https://www.ncpedia.org/anchor/anchor>

NORTH CAROLINA MUSEUM OF HISTORY

<https://www.ncmuseumofhistory.org/>

FEDERATION OF NC HISTORICAL SOCIETIES

<https://www.dncr.nc.gov/about-us/history/federation-north-carolina-historical-societies>



USEFUL LINKS AND RESOURCES

STATE ARCHIVES ORAL HISTORY SECTION

<https://archives.ncdcr.gov/researchers/collections/oral-histories>

FAMILY HISTORY & GENEALOGY

<https://www.dncr.nc.gov/programs-services/family-history-genealogy>

NORTH CAROLINA IN THE US REVOLUTION

<https://www.ncpedia.org/history/usrevolution/overview>

THE AMERICAN REVOLUTION IN NC

https://www.carolana.com/NC/Revolution/NC_Revolutionary_War_Known_Battles_Skirmishes.htm

“IT’S REVOLUTIONARY” NC TRIP IDEAS

<https://www.dncr.nc.gov/explore/trip-ideas/its-revolutionary>

NORTH CAROLINA HISTORICAL HIGHWAY MARKERS

<https://experience.arcgis.com/experience/859056849ffd-4da2b01ac3d961c988b5>

NORTH CAROLINA HISTORICAL MARKER PROGRAM

<https://www.dncr.nc.gov/about-us/history/division-historical-resources/nc-highway-historical-marker-program>

AMERICA 250 NC LOGOS AND BRANDING GUIDES

NOTES

Our logos are available for use to our partners! If you are interested in becoming a partner, please visit our [website](#) to access our partner toolkit.



The background of the image features a stylized American flag with diagonal stripes in red, white, and blue. The stripes are arranged in a pattern that suggests the flag's canton and field.

A M E R I C A

250

N C



*Dare County Department of Health and Human Services (DCDHHS)
Behavioral Healthcare Gap Discussion and Recommendations*

Description

Dr. Sheila Davies, DCDHHS Director, will provide information on behavioral healthcare service gaps and recommendations to address those gaps.

Board Action Requested

Consider recommendations

Item Presenter

Dr. Sheila Davies, DCDHHS Director



Update on the Parks and Recreation Needs Assessment

Description

Update on the Parks and Recreation Needs Assessment progress and reminder for all citizens to fill out the available survey.

Board Action Requested

None

Item Presenter

Spencer Gregory



*Outer Banks National Scenic Byway Committee
Frisco-Buxton Pathway Project Inc.
for the Frisco South Multi-Use Pathway*

Description

Outer Banks National Scenic Byway Committee for Dare County and Frisco-Buxton Pathway Project Inc. ask the Dare County Board of Commissioners to submit a National Scenic Byway grant application for a \$500,000 project to build one-half mile of the Frisco South pathway.

Board Action Requested

Adopt the proposed resolution; authorize County Manager to sign application

Item Presenter

Laura Ertle and Mary Helen Goodloe-Murphy

MEMORANDUM

To: Dare County Board of Commissioners
From: Outer Banks National Scenic Byway and Frisco-Buxton Pathway Project Inc.
Date: Oct. 28, 2024
Re: Frisco South Multiuse Pathway Project

The Frisco South Multiuse Pathway project envisions design and construction of one-half mile of five-foot wide, six inches deep, concrete multi-use pathway.

The project runs from 53194 NC 12 in Frisco at the parking lot of Hatteras Sno-Balls and Ice Cream, south to Billy Mitchell Rd., at the entrance to the National Park Service Frisco campground and Ramp 48 and Ramp 49 beach accesses and the entrance to NCDOT's Billy Mitchell Airport.

The pathway will be constructed on the oceanside of NC 12 in NCDOT's right-of-way. Frisco-Buxton Pathway Project Inc. will maintain the one-half mile of multiuse pathway. The group has already raised \$150,000 for this purpose.

The estimated total project cost is \$500,000. Dare County Tourism Board has allocated \$100,000 as matching funds.

Cost Breakdown:

Using figures from the 2023 construction of a section of pathway donated by the Frisco Woods Campground and Tavern on 12 to Frisco Buxton Pathway Project, Inc., costs are estimated as follows:

—\$60,000 for design, surveying, permitting, bidding, contract administration, and construction management

—\$440,000 at \$160 per cubic yard of concrete, six inches thick by five feet wide spanning 2,640 linear feet. This figure includes construction, traffic control, minor clearing, erosion control, grading, two cross walks with appropriate signage, and concrete testing.

Once funded, project design and construction could begin in the Fall of 2025 or sooner with receipt of notice to proceed.

The application is due to the federal National Scenic Byway program Dec. 16, 2024. If successful, the project will build a small portion of the Frisco-Buxton Pathway envisioned in the 2006 Conceptual Plan for Pathways on Hatteras Island by the Outer Banks National Scenic Byway. Buxton and Frisco are the only villages without completed paved pathways.



DARE COUNTY BOARD OF COMMISSIONERS
RESOLUTION
REGARDING FRISCO-SOUTH MULTIUSE PATHWAY

WHEREAS, Frisco is an unincorporated village on Hatteras Island, in the County of Dare, North Carolina; and

WHEREAS, a need exists for paved, off-road pathways through the village because of unsafe walking and cycling conditions along NC 12 and increased vehicular traffic; and

WHEREAS, a conceptual plan and feasibility study calling for a multiuse pathway has been produced; and

WHEREAS, after a long time, a National Scenic Byway Grant opportunity has been announced with around \$23 million available nationwide; and

WHEREAS, the Outer Banks National Scenic Byway Committee for Dare and Frisco-Buxton Pathway Project Inc. are developing the Frisco South Multiuse Pathway Project grant application

NOW THEREFORE, Dare County Board of Commissioners agrees to submit the National Scenic Byway Grant application at the request of Outer Banks National Scenic Byway Committee for Dare and authorizes the Dare County Manager to sign said application for submittal.

Adopted by the Dare Board of Commissioners, this 4th day of November, 2024

DARE COUNTY BOARD OF COMMISSIONERS

Robert L. Woodard, Chairman

ATTEST:

Skyler Foley, Clerk to the Board



Dare County Early College Construciton Manager at Risk

Description

During the October 7th CIP meeting, the committee unanimously choose the Barnhill Contract Company as the preferred contractor of choice to aid the design and construction of the new Dare County Early College.

Board Action Requested

Approve Barnhill as the preferred contractor and authorize the County Manager to negotiate and sign a contract.

Item Presenter

Dustin Peele - Project and Procurement Manager



REQUEST FOR STATEMENT OF QUALIFICATIONS
CONSTRUCTION MANAGER AT RISK

**DARE COUNTY
NEW EARLY COLLEGE
PREPARATORY BUILDING**
SEPTEMBER 18, 2024

SUBMITTED TO:

Dustin Peele
Project and Procurement Manager
954 Marshall C. Collins Drive
Mante, NC 27954

SUBMITTED BY:

John Smith
Vice President
Barnhill Building Group
800 Tiffany Boulevard, Suite 200
Rocky Mount, NC 27804

BARNHILL PROPOSAL



LEGE

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TABLE OF CONTENTS

- A FIRM RESUME
- B BONDING INFORMATION
- C EXPERIENCE
- D ORG CHART & EXECUTIVE SUMMARY
- E KEY TEAM PERSONNEL
- F CURRENT WORKLOAD
- G REFERENCES
- H PERFORMANCE ON THIS PROJECT
- I INSURANCE

WHY BARNHILL?

We build for NC. We build for Educators. We build for Innovators. We build for the Future.

Timing. Our team is excited, ready and fully able to accommodate the timely execution of this project and ensure its success.

Experience. Our team members have built numerous higher education facilities throughout Eastern NC, including in Dare County.

Commitment. This is our home. We will maximize and protect your budget, because as NC tax payers, your dollars are our dollars.

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Dustin Peele
Project and Procurement Manager
954 Mashall C. Collins Drive
Manteo, NC 27954



Dear Mr. Peele,

On behalf of Barnhill, I am privileged to present to you our Construction Management at Risk Statement of Qualifications and proposed project team for the preconstruction and construction services of the Early College Preparatory Building on the Roanoke Island Campus of the College of the Albemarle.

You will recognize a few familiar faces that are all eager to partner with Dare County and Oakley Collier Architects on another successful CMAR project. Barnhill and our project leaders are fully vested in our communities and committed to delivering great projects that make a lasting impact. I've hand selected a group of construction professionals that each have the experience, talent, and relationships essential to completing this education facility. It is important to mention that all our proposed staff reside in Eastern NC and the complete construction team live in Northeast NC within proximity to the NC Outer Banks.

This team excels in strategic procurement management, efficient bid packaging, and engineering logistical solutions. Along with their project delivery expertise, these construction management professionals have a depth of experience constructing educational facilities like your COA Early College Preparatory Building. They have a working knowledge of these types of facilities as it relates to FF&E coordination, AV & Security coordination, modern classrooms, media centers, food service centers, etc. Several members of this proposed team including Clint Hardison and Hunter Davenport who were integral in the successful completion of the new Dare County Campus for the College of the Albemarle and the EMS Package PH1 stations recently completed. Their firsthand knowledge of the COA Dare County campus in Manteo and their complete understanding of the existing underground utilities and site logistics will be an advantage to Dare County.

This team was also selected for your project based on their robust resume of NC OBX project experience including successful projects with Dare County and the College of the Albemarle. Barnhill is an industry leader when it comes to CMAR delivery, constructing higher education facilities, and executing projects located in coastal conditions. A few relevant projects include the ECSU School of Pharmacy, Lake Mattamuskeet Lodge Renovations, Roanoke Island Festival Park, and First Flight High School. I encourage you to review our resume of project experience with other NC community colleges including Pitt, Fayetteville, Edgecombe, Wilson, etc.

Beyond our project leadership and management team, Barnhill's Kitty Hawk office and local resources will be an asset to Dare County if selected as your CMAR for this project. Also, in the event of a storm threat, our inland offices and laydown yards located in Elizabeth City, Tarboro, Rocky Mount, and Kinston can be leveraged as material stocking sites and secure storage lots for equipment if necessary. We are very familiar and comfortable building projects in coastal conditions.

We have been delivering successful projects with Oakley Collier Architects for decades. We have established a great working partnership with their firm and their staff. Our home offices are conveniently located less than 5 miles from each other, and our staff collaborate in person often. Together, we have a history of proven success with both the CMAR and design-build delivery methods on a multitude of projects as shown in our proposal.

Barnhill's reputation as one of the best CMAR firms in NC, our presence in Eastern NC, and our subcontractor relationships should be a tremendous asset to Dare County for these projects. Our ability to market and campaign this project across our platforms and recruit the best qualified trade contractors locally and regionally will ensure Dare County has the subcontractor competition, competency, craftsmanship, and capacity necessary to delivery these projects.

This team will deliver - they get-it-done, every time, with no excuses! You have my promise, if Barnhill is selected, the new Early College Preparatory Building on the Roanoke Island Campus of College of the Albemarle will be a success and another client's vision realized!

Respectfully submitted,
BARNHILL BUILDING GROUP

John Smith

Vice President
Barnhill Building Group
jwsmith@barnhillcontracting.com
252.824.8256

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A FOR RESULTS

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A. FIRM RESUME

Provide the Firm's resume with a description of the firm's organization including size, structure, financial statements strengths, annual volume, and location of office that will have responsibility for this project.

CORPORATE HISTORY

Founded in 1949 by Robert E. Barnhill, Sr., our company's success is built on the values, principles and vision of our founder who believed that there is power in people. His passion for people still drives us today, as we proudly celebrate our 75th anniversary. Barnhill is a full-service construction group offering services in commercial building, site infrastructure and transportation construction. In 2023 the company was reorganized with Barnhill Holdings being the parent company for Barnhill Contracting Company (Civil Group) and Barnhill Building Group as separate entities. Consistently ranked among the Top 200 Contractors in the US by ENR, the company is headquartered in Rocky Mount, North Carolina.

Barnhill is headquartered in Rocky Mount, North Carolina and includes offices throughout the state, including Kitty Hawk. Since 1977, Barnhill Building Group has grown into one of the most widely respected contractors and construction managers in the southeastern United States. Barnhill is consistently ranked among the top contractors in the country by Engineering News-Record and is recognized as a leader in the state by the 2023 Triangle Business Journal (#2 NC Largest General Contractor and #2 Triangle General Contractor). **We are a family of builders, creating solutions that enable our partners to succeed, our communities to thrive and our employees to grow.**

SIZE:

136 Employess (Barnhill Building Group)

ORGANIZATIONAL STRUCTURE:

Limited Liability Corporation

FINANCIAL STATEMENT STRENGHTS:

To ensure the maximum confidentiality, our financial statements have been submitted under a separate cover.

ANNUAL VOLUME:

2023: \$304M

2022: \$336M

2021: \$326M

2020: \$355.7M

2019: \$329.6M

THE OFFICE RESPONSIBLE FOR YOUR PROJECT:

Barnhill Building Group
800 Tiffany Blvd, Suite 200
Rocky Mount, NC 27804

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BONDING INFORMATION

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B. BONDING INFORMATION

Identify the Firm's bonding company and the aggregate and individual project bonding limits.

Travelers Casualty and Surety Company of America
1 Tower Square
Hartford, CT 06103

See our surety letter on the following page listing our aggregate and individual bonding limits.



SURETY LETTER



USI Insurance Services
6100 Fairview Drive
Suite 1400
Charlotte, NC 28210
www.usi.com
Tel: 704.543.0258

September 11, 2024

Dare County
Attn: Dustin Peele
954 Marshall C. Collins Drive
Manteo, NC 27954

Re: **Barnhill Contracting Company**
Project: Dare County Early College
Project Value: \$25,000,000

Dear Dustin,

Travelers Casualty and Surety Company of America (Travelers) has had the privilege of providing bonds for **Barnhill Contracting Company (Barnhill)** since 1979. **Barnhill** is one of our most outstanding and valued clients in whom we have the highest confidence. Through the years, this company has remained properly financed, well equipped, and capably managed.

Travelers has supported **Barnhill** on projects in excess of Five Hundred Million Dollars (\$500,000,000.00) with a total bonding program of Two Billion Dollars (\$2,000,000,000.00), with Nine Hundred Million Dollars (\$900,000,000.00) currently available. These parameters must not be construed as the maximums as we would gladly entertain higher limits at **Barnhill's** request.


Please be advised that at **Barnhill's** request, we will give favorable consideration to providing required bid, performance and payment bonds for your project(s).

The decision to issue bid, performance and payment bonds is a matter between **Barnhill** and Travelers and will be subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding, and any other underwriting considerations at the time of the request.

Travelers is listed in the Department of Treasury's Listing of Approved Sureties (Circular 570) and holds an A++ (Superior) rating with a Financial Size Category XV (\$2 Billion or greater) by A.M. Best and is fully licensed to transact business in the State of North Carolina.

Sincerely,

Travelers Casualty and Surety Company of America

By: 
Michelle A. Adams, Attorney-In-Fact



Property & Casualty · Employee Benefits · Personal Risk · Retirement Consulting

The USI ONE Advantage®



SURETY LETTER



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

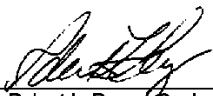
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Michelle A Adams** of **RALEIGH**, **North Carolina**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

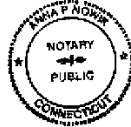
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **September**, 2024.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



SURETY LETTER



SURETY BOND SEAL ADDENDUM TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to affix Travelers' corporate seal to any bond executed on behalf of Travelers by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Travelers by its Attorney-in-Fact, Travelers hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 16th day of March, 2020.

Travelers Casualty and Surety Company of America



By: 
Robert L. Raney, Senior Vice President



UNIVERSITY OF PITTSBURGH

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COLLEGE OF THE ALBEMARLE DARE COUNTY CAMPUS MANTEO, NC



Same Campus | Higher Education | CMAR |
Coastal Conditions | Eastern NC Subs

PROJECT DESCRIPTION:

The new Dare County campus of the College of the Albemarle is a 36,500-square-foot, two-story building with state-of-the-art technology for students in Dare County to thrive. Flexibility and function meet within the walls of this facility which features collaborative workspaces, a large library with open barn doors, lab spaces, meeting rooms, testing centers, the Veteran's Memorial Lecture Hall, and virtual capabilities to collaborate with off-campus programming.

SIZE:

36,500 SF

COST:

\$16,741,443

SCHEDULE:

492 Days

YEAR COMPLETE:

2022

OWNER REFERENCE:

Dustin Peele
Project and Procurement Manager
Dare County
954 Marshall C. Collins Drive, Manteo, NC 27948
252.475.5891
dustin.peele@darenc.com



WILSON ACADEMY OF APPLIED TECHNOLOGY WILSON, NC



Early College Facility | CMAR |
Active Campus | Eastern NC Subs

PROJECT DESCRIPTION:

Wilson Academy of Applied Technology (WAAT), an innovative high school and early college, is a collaborative effort between Wilson County Schools, Wilson Community College, and local industry. The school focuses on bridging the gap between industry and education creating a pipeline of workforce ready citizens and innovative thinkers. The facility is 83,000 SF of classrooms, lab space and collaborative common areas. WAAT provides technical pathway options for Wilson County Schools' students and its new location allows students increased instructional time as there is no longer a need for shuttle transportation.

SIZE:

83,000 SF

COST:

\$23,725,108

SCHEDULE:

465 Days

YEAR COMPLETE:

2023

OWNER REFERENCE:

Dr. Lane Mills
Superintendent
Wilson County Schools
117 NE Tarboro Street, PO Box 2048, Wilson, NC 27894
(252) 399-7711 | Lane.Mills@wilsonschoolsnc.net



PITT CC CENTER FOR STUDENT ADVANCEMENT WINTERVILLE, NC



PROJECT DESCRIPTION:

The Eddie and Jo Allison Smith Center for Student Advancement at Pitt Community College provides space for large classes and various student activities, as well as a number of student recognition events, including pinning ceremonies and the annual Academic Excellence Awards program. The Center consists of 34,000 SF of space for classrooms, conference rooms, a student scholarship office, and the college's Women's Resources Center and Veterans Affairs program. The facility also houses the Institutional Advancement Division, which includes the Pitt CC Foundation, Marketing and Media Relations departments, and the VISIONS Career Development and Scholarship Program.

SIZE:

34,000 SF

COST:

\$12,056,856

SCHEDULE:

457 Days

YEAR COMPLETE:

2023

OWNER REFERENCE:

Tim Strickland
Director of Facilities & Construction Services
Pitt Community College
1986 Pitt Tech Road, Winterville, NC 28590
(252) 493-7330 | strickland@email.pittcc.edu



FAYETTEVILLE TECH CC REGIONAL FIRE & RESCUE TRAINING FAYETTEVILLE, NC



Community College | CMAR |
Simulators | Eastern NC Subs

PROJECT DESCRIPTION:

This new facility is a 26,000-square-foot building located on a 30-acre complex that houses a fully functioning firehouse, classrooms, apparatus bays, locker rooms, offices and more. The site also houses a three-story concrete burn building, a four-story cold training tower, and a trench rescue area which is the only one of its kind in the state! The Training Center also provides burn pads for exterior props, technical rescue areas, specialized training areas, ancillary structures, and additional facilities for member departments of the Cumberland County Fire Chief's Association and other emergency responders. The facility is a local and regional hub for fire and rescue personnel due to its size and offering.

SIZE:

26,000 SF

COST:

\$16,741,149

SCHEDULE:

450 Days

YEAR COMPLETE:

2022

OWNER REFERENCE:

Denise Kinnison
Director of Facility Services
Fayetteville Tech Community College
2201 Hull Road, Fayetteville, NC 28303
(910) 678-8228 | kinnisod@faytechcc.edu

BARNHILL PROPOSAL DARE COUNTY EARLY COLLEGE



WILSON CC LEE TECHNOLOGY BUILDING (BUILDING S) WILSON, NC



PROJECT DESCRIPTION:

Building S is a new facility which completes the Lee Technology Center campus at Wilson Community College. Measuring 14,785 SF, Building S is home to WCC's Building Construction Technology, Air Conditioning, Heating and Ventilation (HVAC), and Electrical Systems Technology programs. The Lee Technology Center campus sits on 10-acre property gifted by the Lee Family which was once home to the former Lee Ford and Lee Nissan dealerships. Building S rounds out the LTC campus which is also home to Buildings R and W. Building R houses the Automotive Systems Technology program, the Small Business Center, and general classrooms and meeting spaces. Building W is home to the Applied Engineering Technology Program.

SIZE:

14,785 SF

COST:

\$5,440,000

SCHEDULE:

365 Days

YEAR COMPLETE:

2023

OWNER REFERENCE:

Jessica Jones
Vice President of Finance/Administrative Services
Wilson Community College
902 Herring Avenue, Wilson, NC 27893
(252) 246-1221 | jj0067@wilsoncc.edu

BARNHILL PROPOSAL DARE COUNTY EARLY COLLEGE



OTHER RELEVANT HIGHLIGHTS

INNOVATIVE HIGH SCHOOL

The 50,000 SF facility is located on the campus of Blue Ridge Community College and is a combination of Henderson County Public Schools' existing Henderson County Career Academy at the Balfour Education Center and the Henderson County Early College High School. The school serves as a model of community, college and public school system partnership for the state of North Carolina. Serving more than 500 students, the school provides access to Blue Ridge Community College's instructors and facilities.

EARLY COLLEGE

ACTIVE CAMPUS

CMAR



EDGECOMBE COMMUNITY COLLEGE BIOTECHNOLOGY & MEDICAL SIMULATION CENTER

The Biotechnology and Medical Simulation Center includes laboratory facilities and classrooms and is the center of Edgecombe Community College's health sciences degree programs. The facility houses 14 of the college's 22 health sciences programs and features a simulated hospital environment with rooms configured to simulate the real-world environments of emergency rooms, operating rooms, intensive care units and ambulances.

COMMUNITY COLLEGE



WAKE TECH COMMUNITY COLLEGE HEALTH SCIENCES BUILDING

The Health Sciences Building H houses classrooms and laboratories for Wake Tech's Health Sciences Programs. The project is located on the college's Northern Wake Campus and measures 64,000 SF over three floors. The facility features three state-of-the-art video conference rooms, offices, administrative support space and 16 classrooms, six laboratories and one STEM lab center where students work together, collaborating in the study of science, technology, engineering and mathematics. The center is equipped with wireless access, space for study groups, and whiteboards.

COMMUNITY COLLEGE

CMAR



EDGECOMBE COMMUNITY COLLEGE CENTER FOR INNOVATION

This project includes the construction of 23,000 SF of building space in a single-story building. The Center for Innovation will enable the College to better meet the changing workforce needs of local businesses and industries. The facility will serve as the hub for workforce training. In addition to the advanced manufacturing work cell, the facility will contain a computer integrated manufacturing lab, instrumentation lab, hydraulics and pneumatics lab, electronics lab, motor control lab, and logistics/simulation lab. This project finished nearly 60 days ahead of the contract completion date, and bids opened under the budget estimate.

COMMUNITY COLLEGE

CMAR

OCA PROJECT





D

ORGANIZATIONAL CHART AND EXECUTIVE SUMMARY

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D. ORGANIZATIONAL CHART



PROJECT EXECUTIVE
John Smith

PRECONSTRUCTION

PROJECT MANAGEMENT

OPERATIONS



PRECON DIRECTOR
Joey Wilkins



SR. PROJECT MANAGER
Clint Hardison



SUPERINTENDENT
Hunter Davenport



PRECON MANAGER
Carrie Hughes



PROJECT ENGINEER
Wood Trowell

SUPPORT SERVICES



MEP/COMMISSIONING
Wayne Mayse



SAFETY DIRECTOR
Derek Brignac



VIRTUAL TECHNOLOGY
Layton Lomax

NC'S LEADER IN CM-AT-RISK DELIVERY



DARE COUNTY EMS #4 SOUTHERN SHORES

Barnhill completed the first CMAR project in the state of North Carolina and has been one of the leaders of this delivery type ever since, having completed more than **100+ CMAR projects** throughout the state. Our expertise in CMAR delivery means you will benefit from our vast experience, ensuring issues are resolved before they become problems in the field.



EDGECOMBE COMMUNITY COLLEGE ACT BUILDING



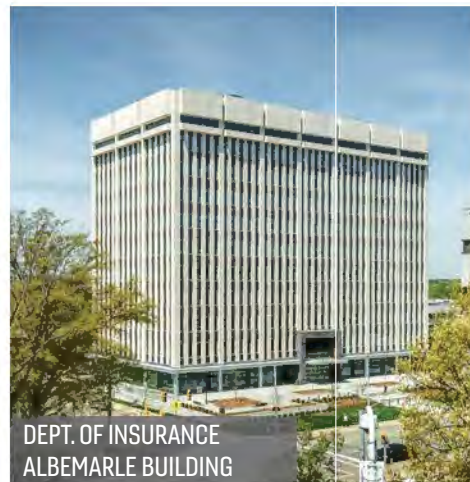
GREENVILLE UTILITIES COMMISSION
NEW OPERATIONS CENTER



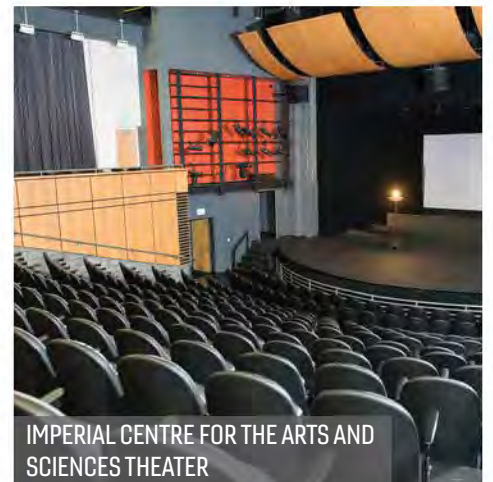
NCSA PORT OF WILMINGTON MAIN TERMINAL BUILDING & CONTAINER GATE COMPLEX



BOICE WILLIS CLINIC
MEDICAL OFFICE BUILDING



DEPT. OF INSURANCE
ALBEMARLE BUILDING



IMPERIAL CENTRE FOR THE ARTS AND
SCIENCES THEATER

BENEFIT

With Barnhill's experience, Dare County can trust that we will get the job done right.

ESTABLISHED WORKING RELATIONSHIP WITH OAKLEY COLLIER

CRAVEN COUNTY COURTHOUSE



ROCKY MOUNT FIRE STATION #2



NASH CAMPUS -
MULTIPLE PROJECTS



ROCKY MOUNT EVENT CENTER



EDGECOMBE COMMUNITY COLLEGE
CENTER FOR INNOVATION



NEW BERN CONVENTION CENTER



ROSEBURG WELDON TRAINING CENTER



Barnhill has completed over **20 projects** with Oakley-Collier over the past decade. Our previous partnerships, complementary experience, shared values, and commitment to excellence will allow us to efficiently collaborate during the Dare County Early College's project life cycle.

BENEFIT

Barnhill has completed numerous projects with Oakley Collier, bringing established relationships that ensure solutions and seamless communication from day one.

COASTAL CONDITIONS BUILDING EXPERTS

With our experience building along the coast of North Carolina, our team can adequately plan for any potential challenges that may arise due to coastal conditions. We have developed great relationships with the local trades which will benefit your project. We understand the ins and outs of storm preparation and recovery, and working with soil conditions and wetlands.



FIRST FLIGHT HIGH SCHOOL



DARE COUNTY EMS #7 MEDFLIGHT



BERTIE MIDDLE SCHOOL



NCSA PORT OF WILMINGTON BUILDING & CONTAINER GATE COMPLEX



ROANOKE ISLAND FESTIVAL PARK



GSA HAVELOCK

BENEFIT *We have the local knowledge, resources and experience necessary to make your project a success.*

HIGHER EDUCATION BUILDING EXPERTS

The Barnhill team has focused experience in delivering facilities on higher education and community college campuses. Our unique expertise ensures you work with a seasoned team that fully anticipates the challenges associated with specialized construction. We combine technical excellence with an understanding of the critical issues to develop a thorough plan of execution from day one to ensure a safe delivery.

ELIZABETH CITY STATE UNIVERSITY
SCHOOL OF PHARMACY



COLLEGE OF THE ALBEMARLE -
DARE CAMPUS



ECU MAIN CAMPUS STUDENT
CENTER



UNC-WILMINGTON FISHER UNIVERSITY
UNION



CENTRAL CAROLINA COMMUNITY COLLEGE SUSTAINABLE
TECHNOLOGIES BUILDING



UNC-ASHEVILLE HIGHSMITH STUDENT
UNION



BENEFIT

Our experience allows for better control of schedule, cost, and quality of your project.

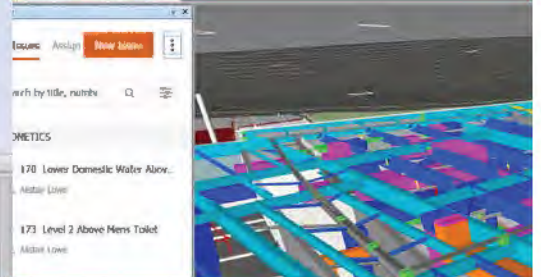
UNMATCHED PRE-CONSTRUCTION POWER

Our preconstruction team is one of the best in the industry, and we will work with the Dare County and Oakley Collier's design team to identify components of the project during each phase of the design process. With over 2,500 subcontractors in our database, our outreach program is tailored to fit the needs of the new facility and the local subcontracting community.

DARE COUNTY
MS STATION 7



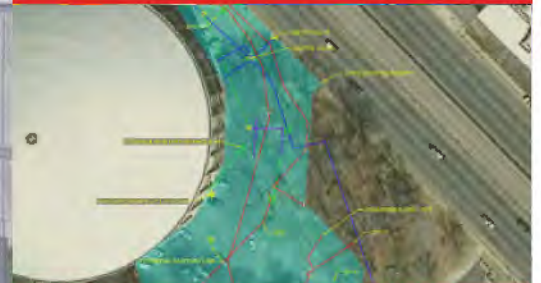
Specialized Mechanical & Electrical Expertise



Comprehensive Constructability Reviews



Early Value Management



No Guesswork in Sitework



4D Scheduling & Logistics

BENEFIT

Barnhill is your advocate and partner that provides the best pricing with no hassle.



KEY TEAM P



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JOHN SMITH

PROJECT EXECUTIVE

John began his career with Barnhill's Building Group in 2000, where he was instrumental in delivering complex projects across the state. He has a diverse construction background which includes extensive experience in public CMAR projects, specifically on active, higher education campuses. As Vice President, John is responsible for all daily operations including division strategy, business development and project selections. John is a Licensed Electrical Contractor (No. 20680) and Licensed NC General Contractor (No. 61398).

RESPONSIBLE FOR: Executive oversight of the project from preconstruction through construction.

PERSONAL INFORMATION

Location: Rocky Mount, NC
Time @ Barnhill: 23 Years
Email: jwsmith@barnhillcontracting.com
Education: A.S. Wilson Community College
Certifications: Licensed Electrical Contractor (No. 20680) and Licensed NC General Contractor (No. 61398)

PROJECT EXPERIENCE

- | | |
|--|----------------------|
| 1. College of the Albemarle, Dare County Campus | Manteo, NC |
| 2. Wilson Academy of Applied Technology | Wilson, NC |
| 3. Pitt CC Center for Student Advancement | Winterville, NC |
| 4. FTCC Fire and Rescue Training Center | Fayetteville, NC |
| 5. Wilson CC Lee Technology (Building S) | Wilson, NC |
| 6. Dare County Schools, First Flight High School | Kill Devil Hills, NC |

CLIENT FOCUSED | QUALITY DRIVEN | STRATEGIC LEADER



CLINT HARDISON

SR. PROJECT MANAGER

Clint Hardison joined Barnhill in 2017 as a Project Engineer and brings over 18 years of experience to this project team. Originally from Martin County, he is well-versed in Eastern NC projects and the subcontractor market. Clint earned his Associate of Applied Science in Building Construction Technology from Pitt Community College and then his Bachelor of Science in Construction Management from East Carolina University. Clint also received his NC General Contractor's License in 2022 (No. 88382).

RESPONSIBLE FOR: Daily management of budget, schedule, submittals and status reports. Clear & consistent communication with Dare County.

PERSONAL INFORMATION

Location: Jamesville, NC
Time @ Barnhill: 7 Years
Email: chardison@barnhillcontracting.com
Education: B.S. East Carolina University
Certifications: Licensed NC General Contractor (No. 88382)

PROJECT EXPERIENCE

- | | |
|---|-----------------|
| 1. College of the Albemarle, Dare County Campus | Manteo, NC |
| 2. Wilson Community College Building S | Wilson, NC |
| 3. NC Wesleyan University Shaw Learning Center | Rocky Mount, NC |
| 4. Dare County EMS Station Package Phase 1 & 2 | Dare County, NC |
| 5. Greenville Utilities Commission New Complex | Greenville, NC |

CLIENT FOCUSED | EFFECTIVE COMMUNICATOR | FAMILIARITY WITH DARE COUNTY



HUNTER DAVENPORT

SUPERINTENDENT

Hunter had his hands in the construction industry at an early age. He worked in residential construction in high school and began overseeing students on the jobsite as Teaching Assistant in college. Hunter has extensive experience building in Eastern North Carolina and in coastal conditions. Prior to joining Barnhill, Hunter worked as a superintendent in commercial construction in the Outer Banks for nine years. His local knowledge and field experience will help keep the project running smoothly.

RESPONSIBLE FOR: Overseeing contractors, safety, field coordination, logistics, quality control, jobsite trade meetings, and schedule adherence.

PERSONAL INFORMATION

Location: Plymouth, NC
Time @ Barnhill: 2 Years
Email: hdavenport@barnhillcontracting.com
Education: B.S. East Carolina University

PROJECT EXPERIENCE

- | | |
|--|-----------------|
| 1. Dare County EMS Station Package Phase 1 & 2 | Dare County, NC |
| 2. NC Wesleyan University Shaw Learning Center | Rocky Mount, NC |
| 3. OBX Family Med New Building | Kitty Hawk, NC |
| 4. Chesapeake Regional New Building | Kitty Hawk, NC |
| 5. Pocosin Arts Center | Columbia, NC |

QUALITY DRIVEN | CLIENT FOCUSED | FAMILIARITY WITH DARE COUNTY



WOOD TROWELL

PROJECT ENGINEER

Wood recently joined the Barnhill family and immediately began working on the Dare County EMS package with many of the proposed team members. His construction experience in the area, even prior to joining Barnhill, give him a well-rounded perspective for your project. He earned his Bachelor of Science in Construction Management from East Carolina University.

RESPONSIBLE FOR: Assisting with day-to-day management of the schedule, procurement, project documentation, subcontractors, change orders & RFIs

PERSONAL INFORMATION

Location: Wanchese, NC
Time @ Barnhill: 1 Year
Email: strowell@barnhillcontracting.com
Education: B.S. East Carolina University

PROJECT EXPERIENCE

- | | |
|---|-----------------|
| 1. Dare County EMS Station Package | Dare County, NC |
| 2. Smithfield Grain Storage Building Reroof | Creswell, NC |
| 3. Colony Tire | Edenton, NC |
| 4. Storage Station | Williamston, NC |
| 5. Beachwood Golf Course Restaurant | Ahoskie, NC |

CLIENT FOCUSED | EFFECTIVE COLLABORATOR | FAMILIARITY WITH DARE COUNTY



JOEY WILKINS

PRECONSTRUCTION DIRECTOR

Joey has over 20 years of construction experience, and is a hands-on preconstruction leader. His knowledge of the industry, his experience in operations, his accuracy on estimates, and overall consistency with alignment of budgets to bid day are beyond impressive. Joey brings experience collaborating with design teams to maintain budgets on numerous higher education projects.

RESPONSIBLE FOR: Leading the team in preparation of a successful GMP - providing accurate estimates, take offs, constructability, value engineering ideas and cost studies, and coordinating with the design team & client

PERSONAL INFORMATION

Location: Rocky Mount, NC
Time @ Barnhill: 4.5 Years
Email: jwilkins@barnhillcontracting.com
Education: B.S. East Carolina University

PROJECT EXPERIENCE

1. College of the Albemarle, Dare County Campus Manteo, NC
2. Wilson Academy of Applied Technology (WAAT) Wilson, NC
3. Pitt Comm. College, Center for Student Advancement Winterville, NC
4. Fayetteville Tech CC, Fire and Rescue Training Center Fayetteville, NC
5. Dare County EMS Station Package Phase 1 & 2 Dare County, NC

QUALITY DRIVEN | DETAIL ORIENTED | TIMELY COMMUNICATION



CARRIE HUGHES

PRECONSTRUCTION MANAGER

Carrie joined Barnhill's Preconstruction team after graduating with a BS in Construction Management from East Carolina University. Carrie has since worked on a wide range of community college and educational projects, including the College of the Albemarle Dare County campus . Her positive attitude and attention to detail makes Carrie a critical factor in our preconstruction success.

RESPONSIBLE FOR: Managing the MEP budget development - providing accurate estimates, take offs, constructability, value engineering ideas and cost studies, and coordinating with the design team

PERSONAL INFORMATION

Location: Rocky Mount, NC
Time @ Barnhill: 4.5 Years
Email: chughes@barnhillcontracting.com
Education: B.S. East Carolina University

PROJECT EXPERIENCE

1. College of the Albemarle, Dare County Campus Manteo, NC
2. Wilson Academy of Applied Technology (WAAT) Wilson, NC
3. Pitt Comm. College, Center for Student Advancement Winterville, NC
4. Fayetteville Tech CC, Fire and Rescue Training Center Fayetteville, NC
5. Dare County EMS Station Package Phase 1 & 2 Dare County, NC
6. Riverfront Convention Center of Craven County New Bern, NC

BUDGET EXPERT | CLIENT FOCUSED | STRATEGIC THINKER

SUPPORT SERVICES



WAYNE MAYSE MEP/COMMISSIONING

Location: Rocky Mount, NC

Wayne is a subject matter expert with mechanical systems. Wayne spent 30 years employed at UNC Chapel Hill where he managed all mechanical systems for the over 300+ buildings on campus. Wayne joined Barnhill in 2007 and allows our team to bring our clients an expert in mechanical systems, particularly in the commissioning of their systems. Wayne also assists our clients and their designers in designing systems that are easy to maintain and service.



DEREK BRIGNAC SAFETY DIRECTOR

Location: Rocky Mount, NC

Derek's commitment to safety is unwavering, and he is passionate about creating a work environment where every individual can perform their duties safely and effectively. He brings expertise and experience to our team, having successfully implemented safety management systems across a wide range of construction projects. He is a certified OSHA 500 trainer and holds a Bachelor of Applied Science (B.A.Sc.) focused in Occupational Safety and Health Technology/Technician from Columbia Southern University.



LAYTON LOMAX VIRTUAL CONSTRUCTION

Location: Rocky Mount, NC

Layton joined Barnhill in 2006 and is responsible for generating 3D and 4D models for preconstruction, and construction. Layton incorporates constructability and construction means and methods into BIMs; utilizing model data to coordinate multiple disciplines on various projects. Layton assists the project team by providing and formatting information from BIM throughout the duration of the project. Layton is a licensed drone pilot. He earned his Bachelors of Arts in English from UNC Wilmington. **Layton completed the BIM coordination for COA Manteo including the underground utility coordination and 3D As-Built modeling.**





CURRENT WORKLOAD

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F. CURRENT WORKLOAD

Provide a list of major construction projects (+/- \$5mil) your firm currently has in-progress and provide the name of the project, owner, contract amount, percentage complete, and the scheduled completion date.

CURRENT PROJECT COMMITMENTS

PROJECT	OWNER	CONTRACT AMOUNT	PERCENTAGE COMPLETE	SCHEDULED COMPLETION DATE
Craven County Courthouse Renovations - New Bern, NC	Craven County	\$10M	85%	Nov 2024
The 203 Project - Carrboro, NC	Town of Carrboro	\$34M	90%	Dec 2024
GCS Foust Gaming & Robotics Elem School - Greensboro, NC	Guilford County Schools	\$37M	86%	Dec 2024
Dare County EMS & Fire Stations (Multiple Locations) - Dare County, NC	Dare County	\$41M	68%	Throughout 2024
Craven County DSS Addition - New Bern, NC	Craven County	\$9.6M	60%	Jan 2025
JCS Wilson's Mills High School - Wilson's Mills, NC	Johnston County Schools	\$100M	6%	June 2025
NC DHHS Consolidation Phase 1 - Raleigh, NC	NC DOA	\$205M	61%	July 2025
WCPSS Bowling Road Elementary School - Fuquay-Varina, NC	Wake County Public School System	\$49M	40%	July 2025
Rocky Mount Fire Station #2	City of Rocky Mount	\$11.4M	10%	Aug 2025
UNC-CH Kenan-Flagler Business School - Chapel Hill, NC	UNC-Chapel Hill	\$105M	58%	Nov 2025
Stanly County Emergency Services Training Center - New London, NC	Stanly County	\$28M	36%	Sept 2025
NC Global TransPark Fleet Readiness Center East MRO Facility - Kinston, NC	NC Global TransPark	\$200M	7%	Sept 2026
GCS Greene Central High School - Snow Hill, NC	Greene County Schools	\$52M	7%	Jan 2027
FTCC Fire & Rescue Training Center Phase II - Fayetteville, NC	Fayetteville Tech Comm. College	\$13M	5%	in precon
ECU Brody School of Medicine - Greenville, NC	ECU	\$65M	0%	in precon

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GREEN

Innovative High School at Blue Ridge CC

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G. REFERENCES

CLIENT REFERENCES

Dr. Lane Mills
Superintendent
Wilson County Schools
117 NE Tarboro Street, PO Box 2048
Wilson, NC 27894
(252) 399-7711
Lane.Mills@wilsonschoolsnc.net

Suzanne Brackett
Senior Vice President-Administration
NC Wesleyan University
3400 N. Wesleyan Blvd.
Rocky Mount, NC 27804
(252) 985-5101
SBrackett@ncwu.edu

ARCHITECT REFERENCES

Laura Beesmer, AIA
Architect
HH Architecture
1100 Dresser Court
Raleigh, NC 27609
(984) 269-4131
lbeesmer@hh-arch.com

Amy Spruill, RID, NCIDQ
Principal
MHAworks
409 Evans Street, Suite C
Greenville, NC 27858
(252) 329-0199
aspruill@mhaworks.com

SUBCONTRACTOR REFERENCES

Tony Morris
Vice President
Allred Mechanical
3714 Fluellen Dr
Rocky Mount, NC 27804
(252) 443-5659
tonym@allredmechanical.com

Derek Hatchell Sr.
President
Hatchell Concrete
1002 Driftwood Dr
Manteo, NC 27954
(252) 473-6074
derekjr@hatchellconcrete.com

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PERFORMANCE OF THIS PROJECT

College of the Albemarle Dare County Campus

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H. PERFORMANCE ON THIS PROJECT

1. Describe how the General Contractor handles pre-construction and vendor acquisition and provide a sample of the process specific to this project.

Pre-Construction:


This project will require an immense amount of planning, coordination, and collaboration during pre-construction services to ensure that design and permitting align with the appropriate sequencing of procurement, subcontractor bidding, and critical path scheduling.

Upon award, Barnhill will immediately engage with Dare County and Oakley Collier Architects to customize a strategic plan to efficiently procure services, equipment, and building supplies. This strategy will seek to overcome any supply chain delays in the construction materials' industry, minimize escalation exposures, and effectively package scopes of work so that each project receives sufficient, dedicated manpower without competing against one another. Our goal is schedule certainty and quality assurance.

There are opportunities within the projects' procurement plan to leverage economies of scale. These may include consistent design specifications and selections, CMAR direct purchasing, furnish only purchase orders and subcontracts, material warehousing, and bid package combinations. Project delivery goals will focus on capital optimization, construction sequencing, triage management practices, and an integrated delivery approach including Dare County's responsibilities and decisions, such as FFE purchasing.

All these factors must align with Dare County's project priorities and emergency services' demands and protocols relative to factors such as response time, hurricane season threats, tourism population fluctuations, etc. Barnhill will find an equilibrium in these solutions that allow us to maintain effective procurement management, safety compliance, project staffing, jobsite supervision, quality control, client satisfaction, and team communication.

PRE-CONSTRUCTION BY THE NUMBERS



CASE STUDY: COLLEGE OF THE ALBEMARLE DARE CAMPUS

Established Bid Packages: 31
Prequalified Trade Subcontractors: 341
Bid Day Subcontractor Participation: 106

BID PACKAGES OPENED ON THE FIRST ROUND: 94%

Owner Budget: \$15,680,588
Contract GMP: \$15,613,504

PERCENT UNDER BUDGET: 0.49%

College of the Albemarle Dare Campus

Vendor Acquisition:

Barnhill's reputation as one of the best CMAR's firms in NC, our presence in Eastern NC, and our subcontractor relationships would be a tremendous asset to Dare County for these projects. Our ability to market and campaign this project across our platforms and recruit the best qualified trade contractors locally and regionally will ensure Dare County gets the subcontractor competition, competency, craftsmanship, and capacity needed to delivery these projects.

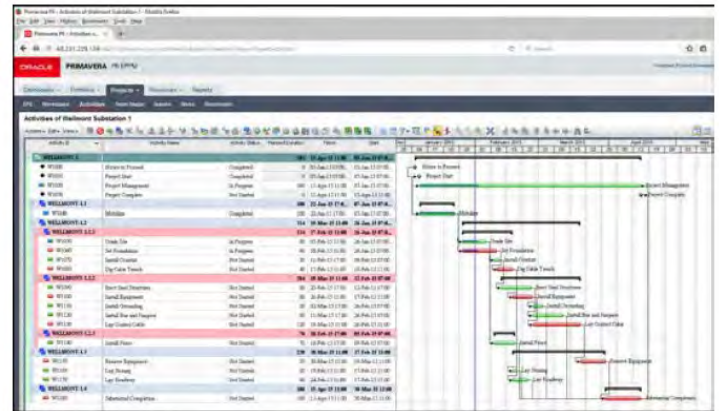
Although we must award subcontracts to the lowest responsible bidder and must comply with the state's prequalification process, Barnhill has a rigorous process of vetting vendors and subcontractors. We actively seek interested bidders through bidder campaigns, contractor's information sessions, etc.

Barnhill takes the prequalification process very seriously to avoid a subcontractor from being harmed by over-extending themselves or from jeopardizing the delivery of the client's project by taking on a project they are not adequately equipped, or qualified, to perform. Once bids are received, we schedule interviews and scope reviews with the apparent low bidders and intensely review the project bid documents, schedule, and scope of work with them. This effort typically surfaces any bid mistakes, mathematical errors, or negligent assumptions that deviate from our detailed scopes of work. If either of these scenarios arise, Barnhill leverages our right to legally disqualify their non-responsive bid or encourage them to withdraw their bid so that next bid can be evaluated for responsiveness. Our CMAR processes minimize subcontractor change orders and result in significant project savings for our clients.

2. Describe how the general contractor handles project management administration, including:

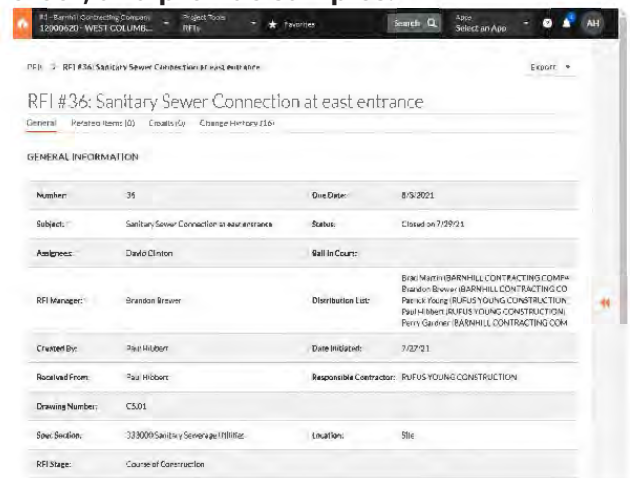
Scheduling software/process tool used to manage the schedule and procurement:

Barnhill employs P6 scheduling software that incorporates all aspects of the construction project to maintain the critical path/ ensure the project will meet the completion date. Since all of the pertinent information is connected into our scheduling software, we have the ability to act accordingly and be proactive as to not allow any delays to the schedule. As the pre-construction period progresses, we begin building our construction schedule which at the later stages includes all scope of work items, durations, critical path, related scope costs, cost control, and any and all items pertaining to the project. From start to finish we concentrate on maintaining the construction progression and meeting our obligations.



Project administration tracking; submittals, shop drawings, change order proposals, cost proposals, owner meetings, subcontractor meetings and frequency thereof; and provide samples.

Barnhill employs the use of Procore for project administration tracking. Procore is the construction industry's leading construction management software that manages all phases and aspects of projects, from preconstruction and bidding to project completion. Procore streamlines construction management in many ways, from easy document searches to automated delivery of documents and revisions to team members. It's easy to use and efficient, thanks to the cloud-based platform. Procore also speeds up the RFI process, making it simple to assign people to respond and instantly link drawings and other information. Procore makes communication between all team members easy, and it works across all devices and platforms. Daily job reports and inspection reports are other features Procore brings to projects and construction firms.



Submittal Tracking starts at the very beginning of the project as submittals can be entered in our overall project schedule. They are coded separately to allow us to create a sorting filter that produces a submittal-only schedule. However, they are also linked to the schedule in order to let us know when certain items must be submitted or approved. We identify all submittal early and track them from start to finish. A submittal schedule is then generated that lists each item and when they are due from the subcontractor.

Once submittals arrive in our field office, we assign each one a unique number, and then enter it into Procore to track it. This allows us to know where every item is by a "ball-in-court" system. Our review process includes dimensional review, sequencing and coordination, and general adherence to contract requirements. Only

after thorough review does our management staff forward a submittal to the design team for their review. We distribute a submittal status report weekly that shows only submittals that are outstanding beyond the agreed upon turnaround time. This helps the entire team focus on the critical items, realizing that everything is not critical at the same time.

RFIs are items generated by the construction team to clarify items in the field, or in the documents. We track these items in Procore - similar to the method used for tracking submittals. This allows us a quick turnaround so everyone can focus on keeping information flowing. The questions can be posted on Procore so that all parties are notified of the posting. This electronic process cuts down on the physical paper used and accumulated and is a more streamlined process.

Barnhill does not seek the use of **change orders** as a profit strategy, and we will work hard to reduce the amount of changes on all of our projects. Changes on construction projects can quickly get out of hand if not managed correctly. Our team understands this and has the experience to keep progress flowing on your project, when changes do occur. Our approach is to scrutinize each change proposal as if it were our own money being spent. We will verify quantities, facts and scope before submitting to Dare County. With the use of Procore for documentation, our project team will use Spectrum software to track job cost changes and will be able to provide you the latest information on change order costs and forecasts. We keep you informed of all change order costs and forecasts in our weekly/ monthly progress meetings. Our role as your contractor is to manage the change process for your project and to minimize change orders, so they are only needed if Dare County requests added scope.

Frequency of meetings: these meetings will occur at least once a month, or as frequently as needed, to ensure project conformance and compliance. The team members that will attend these meetings include, the construction manager's staff, architect, owner, third party inspectors, and when needed the sub-contractors. Additionally, safety meetings and preconstruction meetings with subcontractors will happen at least two weeks before they begin onsite.

Address General Conditions and Fee as they apply to Change Orders.

Barnhill will review and scrutinize all change orders prior to submission to the owner to verify complete pricing information including all relevant backup for materials, labor and equipment. The General Conditions for the project are set based on the project schedule. Extended general conditions will only be requested if the requested change(s) extend the project schedule past the originally schedule completion date. CM fee, as well as Bonds and Insurances, are applied to each change order.

Describe process, frequency and attendees required for Project meetings. (Owner, Architect, Other).

We are schedule driven and sequence focused. The project team will coordinate and manage all the subcontractors early in pre-construction by using effective communication and collaboration through contracts, pre-construction meetings, and the submittal process. Once submittals are approved, we track procurement to the project with follow ups at every owners meeting on updates for materials. When materials land on the project, our project team knows exactly what the expectations are and how to achieve them. We use our relationships to help foster issues that arise onsite to keep the project on schedule and on budget.

During project meetings, we will review the overall update on the project, schedule review (past and present), budget control items, safety meetings, and preconstruction meetings with subcontractors at least two weeks before they begin onsite. During the meeting we will go around the table for open discussion items if there are any for budget constraints, procurement of materials, and submittal updates. These meetings will occur at least once a month, or as frequently as needed, to ensure project conformance and compliance. The team members that will attend these meetings include, the construction manager's staff, architect, owner, third party inspectors, and when needed the sub-contractors.

Project close out procedures

Barnhill will develop, publish and distribute a highly detailed closeout management plan for the project using the Procore software. We create a real-time rolling list of completion items that do not conform to our high quality standards; those items become a part of the punch list at the end of the project. Having the mobility in the field to make issues on the spot, versus taking a photo and then returning to the office to compile and distribute a list make us more efficient. The time-savings gained during the punch list phase of the project results in more timely completion of the punch list and delivery.

The basic tenets of the plan are:

- The project team members must define the level of quality expectations, the design team must provide for it through documentation, and the contractors must assure quality in the field.
- Field quality control is the responsibility of our project team. Each member has specific tasks as outlined in the Project Quality Control Plan.
- A preconstruction conference is mandatory for every trade contractor and for every major construction activity prior to beginning work.
- Pre-task review is held with our superintendent and the responsible subcontractor foreman to review key project objectives, project safety, project schedule, staging, etc.
- Quality Assurance Checklist is reviewed at the three critical phases of each component of work: pre-installation, routinely during installation and at completion of activity
- Review and documentation of nonconforming work activities

3. Identify the Scopes of Work that the Firm may choose to 'self perform' and how this will be compared to competitively bid subcontractor work.

Per North Carolina General Statute 143-128.1, Barnhill would not be allowed to self-perform individual scopes of work for this project. All scopes of work will be competitively bid with prequalified subcontractors. However, we do have selfperform site development resources in our Kitty Hawk Office that can be utilized during the pre-construction services phase of the project to help with cost estimates and scope development. Historically, Barnhill's Civil Group has partnered with prequalified, first-tier subcontractors to participate on Barnhill's Building Group public CMAR projects as an eligible trade subcontractor.



INSURANCE

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I. INSURANCE

Client#: 1576663

BARNHCON1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2024

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

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

PRODUCER USI Insurance Services, LLC 6100 Fairview Rd Ste 1400 Charlotte, NC 28210 704 543-0258		CONTACT NAME: Brett Royer PHONE (A/C No, Ext): 704 543-0258 FAX (A/C, No): E-MAIL ADDRESS: brett.royer@usi.com															
INSURED Barnhill Contracting Company PO Box 7948 Rocky Mount, NC 27804		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Farmington Casualty Company</td> <td>41483</td> </tr> <tr> <td>INSURER D : XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER E : Travelers Indemnity Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company	25658	INSURER B : Travelers Property Cas. Co. of America	25674	INSURER C : Farmington Casualty Company	41483	INSURER D : XL Insurance America, Inc.	24554	INSURER E : Travelers Indemnity Co of America	25666	INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	VTC2KCO8280B550IND	07/01/2024	07/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	VTC2HCAP8280B562TI	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000	X	X	CUP7W4624772425	07/01/2024	07/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB1N1587062425K	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability	X		US00101124LI24A	07/01/2024	07/01/2025	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Dare County is an additional insured as it relates to general liability and Auto Liability, in accordance with the terms and conditions of the policy, when required by written contract. Umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

Dare County 954 Marshall C. Collins Drive Manteo, NC 27948	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paula B. Belman</i>
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ACORD 25 (2016/03) 1 of 1 #S46149111/M45382002

The ACORD name and logo are registered marks of ACORD

CYMEZ

Expiration Date

12/31/2024

License No.

101040

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Barnhill Building Group, LLC

Rocky Mount, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2024

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2024

This certificate may not be altered.



Robyn Hill
Chairman

C. Frank Wiesner
Secretary-Treasurer



CONTRACTOR'S LICENSE

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REQUEST FOR STATEMENT OF QUALIFICATIONS
CONSTRUCTION MANAGER AT RISK

**DARE COUNTY
NEW EARLY COLLEGE
PREPARATORY BUILDING**
SEPTEMBER 18, 2024





NCACC Voting Delegate

Description

The North Carolina Association of County Commissioners (NCACC) provides that each county is entitled to one vote on all questions at their Legislative Goals Conference held in Wake County November 14-15, 2024. A written designation of Voting Delegate is needed for a Commissioner and an alternate to act on behalf of Dare County.

Board Action Requested

Vote for a delegate and an alternate to the NCACC.

Item Presenter

County Manager, Robert Outten



Renewal of Dare County Arts Council Lease

Description

The Dare County Arts Council lease of the Old Dare County Courthouse expires on July 31, 2025.

NCGS 160A-272 authorizes counties to enter into leases of up to ten years upon resolution of the county commissioners at a regular meeting after 30 days' public notice. At their September 3rd, 2024 meeting, the Dare County Board of Commissioners voted to authorize the publication of a public notice of intent to enter into a lease renewal for a period of ten years beginning August 1, 2025 and ending July 31, 2035.

Attached is the proposed lease along with a resolution approving the agreement. Also attached is the notice of intent that was published giving the required 30 days public notice.

Board Action Requested

Adopt the resolution approving the lease agreement for a period of ten years.

Item Presenter

Robert Outten, County Manager

NORTH CAROLINA

DARE COUNTY

THIS LEASE EXTENSION, made and entered into this 1st day of August, 2025 by and between County of Dare, (hereinafter "Landlord") and Dare County Arts Council, (hereinafter "Tenant");

WITNESSETH:

Whereas the parties hereto have previously entered into a lease agreement dated the 20th day of July 2015, as amended by lease extension dated August 1st, 2020, for the premises described as all that lot or parcel of land and improvements thereon located in Dare County, North Carolina, and being more particularly described as: The Old Dare County Courthouse located on the corner of Budleigh Street and Queen Elizabeth Avenue, Manteo, NC. (the lease); and

Whereas, pursuant to Paragraph 3 of the lease extension the term of the lease expires on the 31st day of July 2025; and

Whereas the parties desire modifies Paragraph 3 of the lease extension to extend the term until the 31st day of July 2035 without changing any of the other terms and conditions of the lease.

Now therefore in consideration of the mutual terms and conditions contained herein the parties agree as follows:

1. The term of the lease as set forth in Paragraph 3 of the lease is modified such that the lease will terminate on the 31st day of July 2035.
2. Except as modified above, all other terms and conditions of the lease shall remain in full force and effect.

IN WITNESS WHEREOF, parties have hereunto set their hands and seals the day and year first above written.

Landlord: County of Dare

_____ (SEAL)
County Manager

Tenant: Dare County Arts Council, Inc.

_____ (SEAL)
President



**RESOLUTION APPROVING LEASE AGREEMENT BETWEEN DARE COUNTY ARTS COUNCIL
AND DARE COUNTY FOR A PERIOD OF TEN YEARS**

WHEREAS, the County of Dare owns The Old Dare County Courthouse located on the corner of Budleigh Street and Queen Elizabeth Avenue, Manteo, NC;

WHEREAS, the County of Dare and the Dare County Arts Council have agreed upon a lease under which the Dare County Arts Council will lease The Old Dare County Courthouse located on the corner of Budleigh Street and Queen Elizabeth Avenue, Manteo, NC for the term of ten years beginning August 1, 2025; and

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

The Dare County Board of Commissioners approves lease of the county property described above to the Dare County Arts Council for ten years, and directs the County Manager to execute any instruments necessary to the lease.

Adopted November 4th, 2024.

Robert Woodard, Chairman
Dare County Board of Commissioners

Attest: _____
Skyler Foley, Clerk to the Board

Affidavit of Publication

STATE OF NORTH CAROLINA COUNTY OF DARE



PUBLIC NOTICE LEASE OF COUNTY PROPERTY

The Dare County Board of Commissioners intends to renew an agreement to lease property located at 300 Queen Elizabeth Ave. Manteo, North Carolina 27954. The County intends to lease the property to Dare Arts Council (10) years. The annual lease payment will be \$1.00. The Dare County Board of Commissioners intends to authorize the lease agreement at the regularly scheduled meeting to be held November 4, 2024, at 9:00 AM at the Dare County Administration Building located at 954 Marshall C Collins Drive, Manteo, North Carolina.

9-8c

Before the undersigned, a Notary Public, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared the undersigned representative who being duly sworn, deposes and says that he (she) is an employee or other officer authorized to make this affidavit of Outer Banks Newsmedia, LLC, engaged in the publication of a newspaper known as The Coastland Times, issued and entered as second class mailing in the Town of Manteo, N.C., in said county and state; that he (she) is authorized to make this affidavit and sworn statement; and the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Coastland Times on the following date(s):

09/08/24

And that the said newspaper in which such notice, paper, document or legal advertisement was published was at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

Theresa Schneider, Publisher

Subscribed and sworn to before me this
14th Day of September, 2024



Hannah C. Russ, Notary Public
Dare County, NC
My commission expires November 13, 2024

Account #
Ad # 1878700

DARE COUNTY PLANNING BOARD
PO BOX 1000
MANTEO NC 27954



Approval of Purchase Contract - M&R Properties

Description

The County Manager will present a Purchase Contract for Parcel #023299000 located on Agona St. in Manteo, NC. This parcel is owned by "M&R Properties OBX, Llc."

Board Action Requested

Approve purchase contract and authorize the County Manager to execute a budget amendment taking funds from the fund balance to pay purchase price and closing costs

Item Presenter

Robert Outten, County Manager

OFFER TO PURCHASE AND CONTRACT

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": **M & R Properties OBX, LLC**

(b) "Buyer": **County of Dare**

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

All of that lot parcel of land described in the deed recorded in Book 2713 Page 833 of the Dare County Public Registry.

"Purchase Price":

\$185,000.00 paid in U.S. Dollars upon the following terms:

\$185,000.00 balance of the Purchase Price in cash at Settlement

(e) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing is communicated to the party making the offer or counteroffer, as the case may be.

(f) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

"Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on 90 days from acceptance. The due diligence period will be extended, if necessary, to allow time for the appraisal to be completed if it cannot be completed during the due diligence period, such extension not to exceed 60 days.

(g) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(h) "Settlement Date": The parties agree that settlement will take place on or before 30 days following the expiration of the Due Diligence Period, at a time and place designated by Buyer.

(i) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 17 (Delay in Settlement/Closing).

(j) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

(k) "Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

(l) "Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

2. **FIXTURES AND EXCLUSIONS.** The following fixtures and equipment shall be transferred to Buyer at no value: All fixtures and equipment on or in the property on the effective date.

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: All personal property located upon or in the property after closing.

4. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under the terms of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

5. **LOAN AND APPRAISAL:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of a Loan if any. If Buyer elects to finance the purchase of the property, Buyer's obligation to purchase the Property is contingent upon approval of financing by the North Carolina Local Government Commission. Buyers obligation to purchase is further contingent upon the receipt of an appraisal,

satisfactory to Buyer, showing the fair market value of the property to be equal to or to exceed the purchase price.

- 6. PROPERTY INVESTIGATION:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:
- a. **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property. Phase one environmental survey.
 - b. **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision.
 - c. **Insurance:** Investigation of the availability and cost of insurance for the Property.
 - d. **Appraisals:** An appraisal of the Property.
 - e. **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
 - f. **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
 - g. **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
 - h. **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, storm water management, and means of access to the Property and amenities.
 - i. **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

- j. Fuel Tank: Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

- 7. REPAIR/IMPROVEMENT NEGOTIATIONS/AGREEMENT:** Buyer acknowledges and understands that unless the parties agree otherwise, the improvements are being sold in their current condition and Seller shall have no obligation to repair or improve.
- 8. BUYERS RIGHT TO TERMINATE:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), TIME BEING OF THE ESSENCE. If Buyer timely delivers the Termination Notice, this Contract shall be terminated. Notice shall be deemed given by email sent to seller at the following address: comfortconnection@hotmail.com

- a. CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

9. BUYER REPRESENTATIONS:

- a. Loan: If Buyer elects to obtain a loan in order purchase the Property, Buyer's loan must be approved by the NC Local Government Commission. Buyer's obligations and closing are contingent upon that approval.
- b. Residential Property and Owners' Association Property Disclosure Statement: Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because this is vacant property.
- c. Mineral and Oil and Gas Rights Mandatory Disclosure Statement: Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because this is commercial property. Gas oil and mineral rights shall not be excluded from the deed of conveyance.

10. BUYER OBLIGATIONS:

- (a) Responsibility for Proposed Special Assessments: Buyer shall take title subject to all Proposed Special Assessments.
- (b) Responsibility for Certain Costs:
Buyer shall be responsible for all costs with respect to:
 - (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender; appraisal;
 - (iv) title search;

- (v) title insurance;
- (vi) any fees charged by the Buyer's closing attorney and the recording of the deed; and
- (vii) Recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

11. SELLER OBLIGATIONS: Seller shall be responsible for all costs with respect to:

- (i) all fees charged by the Seller's attorney for the preparation of the instruments of transfer
- (ii) any other charges, costs or fees charged by Seller's attorney.
- (iii) Sellers share of prorated taxes
- (iv) All revenue stamps and transfer taxes

12. SELLER REPRESENTATIONS:

(a) Ownership: Seller represents that Seller has owned the Property for at least one year and can convey fee simple marketable title to Buyer

(b) Evidence of Title, Payoff Statement(s) and Non Foreign Status:

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s). (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(c) Authorization to Disclose Information: Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

- (d) Access to Property: Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property.
- (e) Removal of Seller's Property: Seller shall remove all personal property and all garbage and debris from the Property.
- (f) Affidavit and Indemnification Agreement: Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.
- (g) Designation of Lien Agent, Payment and Satisfaction of Liens: If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (h) Good Title, Legal Access: Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.
- (i) Deed, Taxes and Fees: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract.
- (j) Seller shall provide Buyer with copies of the leases for all or any portion of the premises within 7 days from the effective date.
- (k) Seller shall pay the cost of the NC Revenue Stamps and the Dare County Transfer tax
- (l) Payment of Confirmed Special Assessments: Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount

thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) Late Listing Penalties: All property tax late listing penalties, if any, shall be paid by Seller.

(n) Seller's Failure to Comply or Breach: If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

2 **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

(a) Taxes on Real Property: Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) Taxes on Personal Property: Ad valorem taxes on personal property for the entire year shall be paid by Seller

(c) Rents: Rents, if any, for the Property;

(d) Dues: Owners' association regular assessments (dues) and other like charges.

3 **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

4 **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee, if any, shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

5 **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on

the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and neither party shall have any further obligation or liability of the other.

- 6 **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing. Seller shall have until the closing date to remove any fixtures, equipment, and personal property from the property. Any equipment, fixtures, or personal property located upon the property after closing shall be the property of Buyer. All risk of loss for damage, destruction, theft or other casualty to the fixtures, equipment, or personal property on the property shall be borne solely by Seller.
- 7 **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.
- 8 **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.
- 9 **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 10 **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 11 **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR@ or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.
- 12 **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and

"Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

- 13 **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.
- 14 **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

BUYER: County of Dare

SELLER: M & R Properties OBX, LLC

By: _____
Robert L. Woodard, Chairman

By: _____
Richard A. Johnson, Managing Member

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

_____ Date: _____



Approval of Purchase Contract - Charles Davidson

Description

The County Manager will present a Purchase Contract for Parcel #026364002, 2518 S Croatan Hwy, Nags Head. This parcel is currently owned by Charles S. Davidson.

Board Action Requested

Approve purchase contract and authorize the County Manager to execute a budget amendment taking funds from the fund balance to pay purchase price and closing costs.

Item Presenter

Robert Outten, County Manager

OFFER TO PURCHASE AND CONTRACT

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": **Charles S. Davidson Family Limited Partnership**

(b) "Buyer": **County of Dare**

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

All of that lot parcel of land described in the deed recorded in Book 1689 Page 261 of the Dare County Public Registry.

"Purchase Price":

\$1,400,000.00 paid in U.S. Dollars in cash at Settlement

(e) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing is communicated to the party making the offer or counteroffer, as the case may be.

(f) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

"Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on 90 days from acceptance. The due diligence period will be extended, if necessary, to allow time for the appraisal to be completed if it cannot be completed during the due diligence period, such extension not to exceed 60 days.

(g) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(h) "Settlement Date": The parties agree that settlement will take place on or before 30 days following the expiration of the Due Diligence Period, at a time and place designated by Buyer.

(i) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion

of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 17 (Delay in Settlement/Closing).

(j) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

(k) "Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

(l) "Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

2. FIXTURES AND EXCLUSIONS. The following fixtures and equipment shall be transferred to Buyer at no value: All fixtures and equipment on or in the property as of the date hereof except those owned by any tenant or shown on Attachment A.

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at Closing: All personal property located upon or in the property after closing.

4. BUYER'S DUE DILIGENCE PROCESS:

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under the terms of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

5. LOAN AND APPRAISAL: Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of a Loan if any. If Buyer elects to finance the purchase of the property, Buyer's obligation to purchase the Property is contingent upon approval of financing by the North Carolina Local Government Commission. Buyers obligation to purchase is further contingent upon the receipt of an appraisal,

satisfactory to Buyer, showing the fair market value of the property to be equal to or to exceed the purchase price.

- 6. PROPERTY INVESTIGATION:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:
- a. **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property. Phase one environmental survey.
 - b. **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision.
 - c. **Insurance:** Investigation of the availability and cost of insurance for the Property.
 - d. **Appraisals:** An appraisal of the Property.
 - e. **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
 - f. **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
 - g. **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
 - h. **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, storm water management, and means of access to the Property and amenities.
 - i. **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

- j. Fuel Tank: Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

- 7. REPAIR/IMPROVEMENT NEGOTIATIONS/AGREEMENT:** Buyer acknowledges and understands that unless the parties agree otherwise, the improvements are being sold in their current condition and Seller shall have no obligation to repair or improve.
- 8. BUYERS RIGHT TO TERMINATE:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), TIME BEING OF THE ESSENCE. If Buyer timely delivers the Termination Notice, this Contract shall be terminated. Notice shall be deemed given by email sent to seller at the following address:
airmax103@gmail.com

- a. CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

9. BUYER REPRESENTATIONS:

- a. Loan: If Buyer elects to obtain a loan in order purchase the Property, Buyer's loan must be approved by the NC Local Government Commission. Buyer's obligations and closing are contingent upon that approval.
- b. Residential Property and Owners' Association Property Disclosure Statement: Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because this is commercial property.
- c. Mineral and Oil and Gas Rights Mandatory Disclosure Statement: Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because this is commercial property. Gas oil and mineral rights shall not be excluded from the deed of conveyance.

10. BUYER OBLIGATIONS:

- (a) Responsibility for Proposed Special Assessments: Buyer shall take title subject to all Proposed Special Assessments.
- (b) Responsibility for Certain Costs:
Buyer shall be responsible for all costs with respect to:
 - (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender; appraisal;
 - (iv) title search;

- (v) title insurance;
- (vi) any fees charged by the Buyer's closing attorney and the recording of the deed; and
- (vii) Recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

11. SELLER OBLIGATIONS: Seller shall be responsible for all costs with respect to:

- (i) all fees charged by the Seller's attorney for the preparation of the instruments of transfer
- (ii) any other charges, costs or fees charged by Seller's attorney.
- (iii) Sellers share of prorated taxes
- (iv) All revenue stamps and transfer taxes

12. SELLER REPRESENTATIONS:

(a) Ownership: Seller represents that Seller has owned the Property for at least one year and can convey fee simple marketable title to Buyer

(b) Evidence of Title, Payoff Statement(s) and Non Foreign Status:

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s). (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(c) Authorization to Disclose Information: Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

- (d) Access to Property: Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property.
- (e) Removal of Seller's Property: Seller shall remove all personal property which is not a part of the purchase and all garbage and debris from the Property prior to closing.
- (f) Affidavit and Indemnification Agreement: Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.
- (g) Designation of Lien Agent, Payment and Satisfaction of Liens: If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (h) Good Title, Legal Access: Seller shall execute and deliver a SPECIAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.
- (i) Deed, Taxes and Fees: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract.
- (j) Seller shall provide Buyer with copies of the leases for all or any portion of the premises within 7 days from the effective date.
- (k) Seller shall pay the cost of the NC Revenue Stamps and the Dare County Transfer tax
- (l) Payment of Confirmed Special Assessments: Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount

thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) Late Listing Penalties: All property tax late listing penalties, if any, shall be paid by Seller.

(n) Seller's Failure to Comply or Breach: If Seller fails to materially comply with any of Seller's obligations under this Paragraph 12 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

13. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

(a) Taxes on Real Property: Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) Taxes on Personal Property: Ad valorem taxes on personal property for the entire year shall be paid by Seller

(c) Rents: Rents, if any, for the Property;

(d) Dues: Owners' association regular assessments (dues) and other like charges.

14. CONDITION OF PROPERTY AT CLOSING: Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee, if any, shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

16. DELAY IN SETTLEMENT/CLOSING: Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on

the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and neither party shall have any further obligation or liability of the other.

- 17. POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing. Seller shall have until the closing date to remove any fixtures, equipment, and personal property from the property. Any equipment, fixtures, or personal property located upon the property after closing shall be the property of Buyer. All risk of loss for damage, destruction, theft or other casualty to the fixtures, equipment, or personal property on the property shall be borne solely by Seller.
- 18. ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.
- 19. TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.
- 20. PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 21. SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 22. ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.
- 23. CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and

"Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

24. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

25. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

26. BROKERS: Neither party has engaged the services of a real estate broker.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

BUYER: County of Dare

SELLER: Charles S Davidson Family Limited Partnership.

By: _____
Robert L. Woodard, Chairman

By: _____
Charles S. Davidson, Partner

By: _____
Patricia A. Johnson, Partner

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

_____ Date: _____



Approval of Purchase Contract - Dare Building Supply

Description

The County Manager will present a Purchase Contract for Parcel #014316000, 25691 NC 12 Hwy, Waves, NC. This parcel is currently owned by Dare Building Supply.

Board Action Requested

Approve purchase contract and authorize the County Manager to execute a budget amendment taking funds from the fund balance to pay purchase price and closing costs.

Item Presenter

Robert Outten, County Manager

OFFER TO PURCHASE AND CONTRACT

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": **Dare Building Supply, Inc**

(b) "Buyer": **County of Dare**

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

All of that lot parcel of land described as Parcel Number 014316000 in the Dare County Tax Office and more particularly described in the deed recorded in Book 440, Page 408 and Book 443 Page 626 of the Dare County Public Registry. The property will be conveyed with and subject to the easement rights in Book 1771 Page 250 and does not include property conveyed to Asa Gray in Book 1765 Page 221.

(d) "Purchase Price":

\$2,100,000.00 paid in U.S. Dollars, payable in cash at Settlement.

(e) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing is communicated to the party making the offer or counteroffer, as the case may be.

(f) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

"Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on 180 days from acceptance. The due diligence period will be extended, if necessary, to allow time for the appraisal to be completed if it cannot be completed during the due diligence period, such extension not to exceed 60 days.

(g) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(h) "Settlement Date": The parties agree that settlement will take place on or before 30 days following the expiration of the Due Diligence Period, at a time and place designated by Buyer.

(i) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 17 (Delay in Settlement/Closing).

(j) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

(k) "Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

(l) "Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

2. **FIXTURES AND EXCLUSIONS.** The following fixtures and equipment shall be transferred to Buyer at no value: All fixtures and equipment remaining on or in the property after closing.

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: All personal property located upon or in the property after closing.

4. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under the terms of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

5. **LOAN AND APPRAISAL:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of a Loan if any. If Buyer elects to finance the purchase of the property, Buyer's obligation to purchase the Property is contingent upon approval of financing by the North Carolina Local Government Commission. Buyer's obligation to purchase is further contingent upon the receipt of an appraisal, satisfactory to Buyer, showing the fair market value of the property to be equal to or to exceed the purchase price.
6. **PROPERTY INVESTIGATION:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:
- a. **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property. Phase one environmental survey.
 - b. **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision.
 - c. **Insurance:** Investigation of the availability and cost of insurance for the Property.
 - d. **Appraisals:** An appraisal of the Property.
 - e. **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
 - f. **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
 - g. **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
 - h. **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, storm water management, and means of access to the Property and amenities.
 - i. **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are

public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

- j. Fuel Tank: Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

7. REPAIR/IMPROVEMENT NEGOTIATIONS/AGREEMENT: Buyer acknowledges and understands that unless the parties agree otherwise, the improvements are being sold in their current condition and Seller shall have no obligation to repair or improve.

8. BUYERS RIGHT TO TERMINATE: Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), TIME BEING OF THE ESSENCE. If Buyer timely delivers the Termination Notice, this Contract shall be terminated. Notice shall be deemed given by email sent to seller's attorney at the following address: Starkey Sharp via sharp@ncobxlaw.com

- a. CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

9. BUYER REPRESENTATIONS:

- a. Loan: If Buyer elects to obtain a loan in order purchase the Property, Buyer's loan must be approved by the NC Local Government Commission. Buyer's obligations and closing are contingent upon that approval.
- b. Residential Property and Owners' Association Property Disclosure Statement: Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because this is commercial property.
- c. Mineral and Oil and Gas Rights Mandatory Disclosure Statement: Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because this is commercial property. Gas oil and mineral rights shall not be excluded from the deed of conveyance.

10. BUYER OBLIGATIONS:

- (a) Responsibility for Proposed Special Assessments: Buyer shall take title subject to all Proposed Special Assessments.
- (b) Responsibility for Certain Costs:
Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender; appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the Buyer's closing attorney and the recording of the deed; and
- (vii) Recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

11. SELLER OBLIGATIONS: Seller shall be responsible for all costs with respect to:

- (i) all fees charged by the Seller's attorney for the preparation of the instruments of transfer
- (ii) any other charges, costs or fees charged by Seller's attorney.
- (iii) Sellers share of prorated taxes\

12. SELLER REPRESENTATIONS:

- (a) Ownership: Seller represents that Seller has owned the Property for at least one year and can convey fee simple marketable title to Buyer
- (b) Evidence of Title, Payoff Statement(s) and Non Foreign Status:
 - (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s). (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.
- (a) Authorization to Disclose Information: Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's

and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(b) Access to Property: Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property.

(c) Removal of Seller's Property: Thirty (30) days prior to closing, Seller shall remove all personal property which is not a part of the purchase, and not approved by Buyer to remain on the property.

(d) Affidavit and Indemnification Agreement: Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(e) Designation of Lien Agent, Payment and Satisfaction of Liens: If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(f) Good Title, Legal Access: Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(g) Deed, Taxes and Fees: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract.

(h) Seller shall pay the cost of the NC Revenue Stamps and the Dare County Transfer tax

(i) Payment of Confirmed Special Assessments: Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount

thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(j) Late Listing Penalties: All property tax late listing penalties, if any, shall be paid by Seller.

(k) Seller's Failure to Comply or Breach: If Seller fails to materially comply with any of Seller's obligations under this Paragraph

8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

13. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

(a) Taxes on Real Property: Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) Taxes on Personal Property: Ad valorem taxes on personal property for the entire year shall be paid by Seller

(c) Rents: Rents, if any, for the Property;

(d) Dues: Owners' association regular assessments (dues) and other like charges.

14. CONDITION OF PROPERTY AT CLOSING: Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee, if any, shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

16. DELAY IN SETTLEMENT/CLOSING: Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on

the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and neither party shall have any further obligation or liability of the other.

- 17. POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing. Seller shall have until the closing date to remove any fixtures, equipment, and personal property from the property. Any equipment, fixtures, or personal property located upon the property after closing shall be the property of Buyer. All risk of loss for damage, destruction, theft or other casualty to the fixtures, equipment, or personal property on the property shall be borne solely by Seller.
- 18. ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.
- 19. TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.
- 20. PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 21. SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 22. ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.
- 23. CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and

"Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

24. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

25. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

BUYER: County of Dare

SELLER: Dare Building Supply, Inc.

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

By: _____, President

(Printed name)

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

_____ Date: _____



Amendments to Capital Project Ordinances for EMS Phase 1 (Series 2023A LOBs) Budget Savings

Description

Please see the following Item Summary.

Board Action Requested

Adopt amendments to the capital project ordinances for the Series 2023A and Series 2025A LOBs.

Item Presenter

David Clawson, Finance Director

Item Summary: Amendments to Capital Project Ordinances for EMS Phase 1 (Series 2023A LOBs)
Budget Savings

This item is to use additional interest income over budget and projects costs under budget from Phase 1 EMS projects for EMS Phase 3 projects. Phase 1 projects were Southern Shores EMS, Dare Medflight, and Kill Devil Hills EMS/Fire and were financed by the Series 2023A LOBs. Phase 3 projects are Nags Head EMS and Public Works and will be financed by the Series 2025A LOBs.

Interest income is \$256,760 over budget. Of that \$125,000 has already been budgeted for Phase 2. \$131,760 will be budgeted for Phase 3.

Projects and costs of issuance are \$1,498,957 under budget. Of that \$1,075,000 has already been budgeted for Phase 2. \$423,957 will be budgeted for Phase 3.

The total being requested to be budgeted for Phase 3 is \$555,717 - \$131,760 of interest and \$423,957 of expenditures.

Total Phase 1 total amounts:

Interest:

Locked in at bond closing	\$1,185,686
Additional earned	<u>\$256,760</u>
Total earned	\$1,442,446

The County is using the 24 month spenddown exception to avoid an arbitrage liability.

Project expenditures under budget:

Southern Shores	\$325,116	3.75%
Dare Medflight	\$294,558	3.08%
Kill Devil Hills EMS/Fire	\$846,621	3.37%

Board Action requested:

The Board is requested to use the additional \$555,717 available for land acquisition for the Nags Head EMS station and to reduce the previously budgeted amount of bond issuance – by approving an amendment to the Series 2023A LOBs capital project ordinance and an amendment to the Series 2025A capital project ordinance.

County of Dare, North Carolina
Capital Project Ordinance
for
Series 2025A LOBs

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, for the Series 2025A LOBs, originally adopted on 8/5/2024 and amended on 9/3/2024, is hereby amended. Series 2025A LOBs will finance Public Works replacement, Buxton Public Works replacement, and a Nags Head EMS station.

Section 1 This ordinance is amend the budget for the Dare County Nags Head EMS Station for amounts that will be funded by the Series 2023A LOBs.

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

Section 3 The following appropriations for the projects are changed as indicated:

Nags Head EMS land acquisition	615531-737101-60395	\$555,717	decrease
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Section 4 The following revenues are anticipated to be available to complete the project are changed as indicated:

Debt Proceeds S2025A LOBs	613090-470318-98741	\$555,717	decrease
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Section 5 The Finance Officer is directed to report the financial status of the project as a part of the normal ongoing financial reporting process.

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

Adopted this 4th day of November 2024.

Chairman, Board of Commissioners

[SEAL]

Skyler Foley, Clerk to the Board of Commissioners

**County of Dare, North Carolina
Capital Project Ordinance
For Series 2023A LOBs and EMS
Phase 1, 2 & 3 Projects**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, for the Series 2023A LOBs, originally adopted on 9/7/2021 and amended on 1/18/2022, 7/18/2022, 1/3/2023, 2/6/2023, 3/6/2023, 5/1/2023, 5/10/2023, 9/6/2023, 3/4/2024, and 5/7/2024, is hereby amended:

Section 1 This amendment is to adjust the project budgets for projects savings and additional interest earnings to be used for 2025 projects.

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

Section 3 The following revenues are changed as indicated:
Investment earnings on construction fund 613040-450100-98734 \$131,760 increase

Section 4 The following appropriations are changed as indicated:
Nags Head EMS land acquisition 615531-737551-60396 \$555,717 increase

Section 5 The following appropriations for **Dare MedFlight Station #7** are changed as indicated:
Apply to 2025 Nags Head EMS project 615535-737551-60380 (\$94,558) decrease

Section 6 The following appropriations for **Southern Shores Station #4** are changed as indicated:
Apply to 2025 Nags Head EMS project 615531-737551-60381 (\$25,116) decrease

Section 7 The following appropriations for **Kill Devil Hills Station #1** are changed as indicated:
Apply to 2025 Nags Head EMS project 615531-737551-60382 (\$271,621) decrease

Section 8 The following appropriations for **S2023A Costs of Issuance** are changed as indicated:
Apply to 2025 Nags Head EMS project 615490-545300-98734 (\$32,662) decrease

Section 9 The legal level of budget control for EMS Phase 1 is the total budgeted for all projects. Per the bond documents all borrowed funds and non-arbitrage interest earnings may be used for any Phase 1, 2, or 3 projects. Per the annual budget ordinance, the County Manager is authorized to execute change orders and/or amendments to construction contracts in amounts up to \$50,000, and to amend the related capital project ordinance using the project or owner’s contingency or budget amounts available from other project line items. For EMS Phase 1 & 2 projects, that authority is extended to budget movement between projects/project numbers.

Section 9 The Finance Officer is directed to report the financial status of the project as a part of the normal ongoing financial reporting process.

Section 10 Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer, and to the Clerk to the Board of Commissioners.

Adopted this 4th day of November 2024.

Chairman, Board of Commissioners

[SEAL]

Skyler Foley, Clerk to the Board of Commissioner



Consent Agenda

Description

1. Approval of Minutes (10.07.24)
2. Tax Collector Report
3. Establish Revenue/Expense Accounts for Workshops - Soil & Water
4. NC DEQ Beach Access Grant & Budget Amendment

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager



Approval of Minutes

Description

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

Board Action Requested

Approve Previous Minutes

Item Presenter

Robert Outten, County Manager



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., October 7th, 2024

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

Commissioners absent: None

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

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

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

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

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

- Pointed at the Dare County Seal and expressed thankfulness for all the blessings of living in this community.
- Requested a moment of silence to honor the victims of the recent hurricane devastation in Western North Carolina and to remember the five lives lost in the plane crash in Kill Devil Hills.
- Encouraged everyone to keep Florida in their thoughts and prayers as they prepare for the upcoming hurricane.
- Recognized school Superintendent Steve Basnight, Board of Education Chair David Twiddy, and BOE members Ron Payne, Susan Bothwell, and Mary Eilon Ballance.
- Shared insights from the Dare Education Foundation's recently released 2024 Annual Report.
- Noted that through the "Food for Thought" program, 8,482 bags of weekend meals and snacks were provided to students throughout the school year.

- The Roanoke Island Woman’s Club is seeking support for their 47th year of providing Thanksgiving baskets to families in Dare County. Contributions can be made through tax-deductible donations or by donating needed items.
- The Church of the OBX will host its third Night to Shine event on Friday, February 7, 2025. Sponsored by the Tim Tebow Foundation. He stated that this wonderful program needs donations, and there are various sponsorship levels available.
- Requested the County Manager to address the subpoenas received from the U.S. Attorney's Office: Outten then provided an update stating the subpoenas are for documents from the BOC and the Oregon Inlet Task Force. He clarified that no individuals are required to appear and that all of the requested documents are being gathered to meet the deadline. He stated that he was assured by federal officials that the county is not being investigated but is required to produce records. He added that it is his understanding that the investigation is related to federal funds and pointed out that the money allocated for county projects—both the Miss Katie dredge and affordable housing—included no federal funding, only state funding.
- Provided an update about the Buxton Formerly Used Defense Site (FUDS) following a meeting he and Vice-Chairman Overman had with the U.S. Army Corps of Engineers (USACE) on Wednesday, October 2, 2024. On Thursday, October 3, 2024, work at the Buxton FUDS began with the installation of a half mile of matting that allows the USACE’s heavy equipment to access all areas of the site. It is estimated that 100 truckloads of contaminated soil will be removed and taken to a special site in Alabama. Approximately \$2.2 million had been allocated for this work, and the contract is for 60 days. Comprehensive testing is ongoing, with the USACE now looking at the entire site rather than a smaller area. A comprehensive study is being prepared for all areas of the site as well. The USACE is also in the process of forming a restoration advisory board, which will hold its first meeting in late October 2024.
- Presented Kaye White with a Certificate of Appreciation in recognition of her 16 years of dedicated service as Dare County's delegate to the North Carolina Senior Tar Heel Legislature, a nonpartisan organization that advises the North Carolina General Assembly on a variety of issues affecting the state’s older adults.
- Asked the County Manager to address the Dredging Permits: Outten provided an update and explained that Dare County had been working closely with the USACE to identify the issues indicated by the data points from the dredge. In addition, he reported that the recent meetings and calls with the USACE have been productive and the county has requested changes to the type of data the county receives during dredging operations. In addition to third-party monitoring by the county’s engineering firm, dredging quality management (DQM) data will now display the authorized dredge box that will enable a Dare County employee to be able to monitor the information to quickly address any future concerns. The USACE is working with the county to resolve issues, and both parties are focused on keeping the dredge operational to maintain safe and navigable channels and inlets for local watermen. Outten also indicated that the county expects to receive the dredging permits within the next few days so dredging operations can resume.

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Shelia Davies, received a 10-year pin.
- 2) Michelle Gray, received a 20-year pin.

ITEM 3 – EMPLOYEE OF THE MONTH – August, September, & October 2024

Josh Coltrain received the August Employee of the Month award from Sheila Davies who described the many ways that he is an asset to the Environmental Health Department.

Molly Greenwood 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.

Matt Dobrosky received the October Employee of the Month award from Dustin Peele who described the many ways that he is an asset to the Finance Department.

ITEM 4 – PUBLIC COMMENTS

At 9:57 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which may be viewed in their entirety in a video on the County website:

No one responded to the invitation to address the Board.

The following comments were made in Manteo:

1. Aida Havel expressed her gratitude to the Board for observing a moment of silence for Western North Carolina and the plane crash. She also acknowledged that it marks the one-year anniversary of a heartbreaking tragedy in the Middle East. She mentioned that on Thursday, she participated in a forum with other candidates for County Commissioner. The following day, the OBX Voice published an article regarding a subpoena issued to the Board and the Oregon Inlet Task Force. Havel pointed out that those subpoenas were delivered in person on Thursday morning, just before the candidate forum, and questioned why the current member of the BOC did not disclose this information publicly so they could have had an informed debate about it. She noted that the subpoenas arrived shortly after the USACE suspended Miss Katie's dredging permits. Havel emphasized the significance of this suspension and proceeded to ask several questions regarding its implications.
2. Mary Ellon Ballance expressed her gratitude to the Board for the update on the Buxton project and conveyed her enthusiasm for its progress. She then shifted the conversation to the topic of school lunches, noting that 29 states are currently developing a no-cost meal plan for students. In North Carolina, 106 out of 115 school districts are working towards this goal. She highlighted that schools are already investing in providing all students with computers, transportation, books, and necessary resources to promote greater academic success. Balance emphasized that ensuring children are well-fed contributes to their academic achievements and enhances their learning capacity, highlighting the significance of no-cost meal plans for students.
3. Charles Parker started by expressing that he sometimes finds it difficult to hear the County Manager during meetings. He then brought up the issue of subpoenas and inquired about the federal funds, suggesting that it seems misleading to say that Dare County is not involved in this process. He requested further clarification on this matter and also asked what types of documents are being requested.

4. Judy Carter emphasized the many achievements of the current Board, noting that the initiatives they have taken on are complex. She brought up concerns regarding the Schools Breakfast and Lunch Program, mentioning that there are numerous questions that remain unanswered, such as the funding, the total amount involved, and the sources of the funding. She advocated for exploring various solutions to these issues, urging that all potential options be considered before making any decisions. She emphasized that no one wants to see a child go hungry.

The following comments were made in Buxton -

1. Brian Harris mentioned that many PVC pipes at the Buxton FUDS location had been removed, and he is very optimistic about the progress being made. He believes that this issue will be resolved by 2025 and expressed gratitude for everyone's efforts. Additionally, he announced that he is running as a write-in candidate for Soil & Water on this year's ballot.

The County Manager closed Public Comments at 10:17 a.m.

Outten responded to some of the questions that were raised during the Public Comment segment. He started by discussing the dredge data and explained that there are two types of data involved that the Corps and he were talking about. He mentioned the County did not receive DQM data showing the Corps dredge box, that is uncontroverted. The contractor did get coordinates for where the dredge box would be, but it did not come through the DQM system. The County could not see the dredge box on the DQM system to monitor the box as much as we could monitor the dredge depths. He then explained that when the dredge permits were suspended, the vessel was in fact in the shipyard, and it was there for about two weeks. Explaining that during part of the suspension period, certain days would have been missed regardless of the situation. He mentioned that the permits are still pending but are expected to arrive in the next few days. Lastly, regarding federal funding, he indicated that the data requested from the county pertains to Coastal Affordable Housing and Miss Katie projects. However, both of these projects were funded entirely by state funds, not federal dollars. He believes the ongoing investigation is related to ARPA (American Rescue Plan Act) dollars, which are federal funds associated with COVID-19 recovery. He emphasized that none of the funds under the subpoena were connected to federal dollars; they were entirely comprised of state funds.

ITEM 5 – TAX COLLECTOR 2023 SETTLEMENT REPORT (Att. #1)

Becky Huff, the Tax Collector, presented a report to the Board regarding the settlement for the 2023 taxes. She stated that the total levy for the county in 2023 amounted to \$67,593,483, with a collection rate of 99.66%. Additionally, she provided an update on the processing of tax collections for the 2023 fiscal year and then sought the Board's approval to initiate tax collections for the 2024 levy.

MOTION

Commissioner House motioned to charge the Collector to begin tax collections on the 2024 levy.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

The Board recessed at 10:27 a.m., they reconvened at 10:40 a.m.

ITEM 6 – PRESENTATION OF THE 2025 SCHEDULES, STANDARDS, AND RULES FOR REAL PROPERTY APPRAISAL (Att. #2)

Hosea Wilson, Tax Assessor, presented the 2025 Schedules, Standards, and Rules for Real Property Appraisal to be used for the 2025 countywide property revaluation effective January 1, 2025.

MOTION

Vice-Chairman Overman motioned to set a public hearing for November 4th, 2024.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 7 – QUASI-JUDICIAL HEARING ON KINNAKEET VILLAS LLC CLUSTER HOME DEVELOPMENT – SUP #4-2024

This agenda item was handled as a quasi-judicial proceeding. Prior to offering testimony, each speaker was duly sworn by the Clerk.

Noah Gillam, Planning Director, presented to the Board a proposal for an 18-unit Cluster Home Development by Ted Lloyd, located on parcels #031018917 and #031018918 along Big Kinnakeet Drive in Avon. Currently, these parcels are zoned as C-2 Commercial. Under the regulations of the C-2 District, residential developments must adhere to the standards of the R-3 district. The proposed site plan complies with all R-3 dimensional requirements, including lot coverage and setbacks. The R-3 zoning also establishes a density limit of ten dwelling units per acre. The applicant intends to recombine the two parcels into a single lot, resulting in a total area of 1.81 acres for the 18 dwelling units. Wastewater services will be provided by the nearby Kinnakeet Shores Central Wastewater Treatment Plant, which is adjacent to the site. Throughout the development process, the applicant must secure several state permits, including those for sewer and water extensions, a NC stormwater management permit, and permits for sedimentation and erosion control. The site plan has been reviewed and approved by the Dare County Fire Marshall. Additionally, Dare County Public Works has provided feedback regarding trash collection, leading to the inclusion of a designated dumpster pad on the site plan to accommodate their recommendations.

The County Manager asked the applicant if he agrees to the admission into evidence of the material submitted by the Planning Director, which is on file in the Planning Department, the facts presented by the Planner, and the terms and conditions outlined in the SUP. Lloyd indicated his agreement.

Chairman Woodard inquired if there had been any opposition from existing residents. Gillam replied that letters were sent out to adjoining property owners, signs were posted, and the packet was made available, yet no feedback had been received apart from the Post Office's owner having concerns regarding a current sewer line, which had since been addressed.

Chairman Woodard asked if there were any concerns regarding the Kinnakeet Shores Wastewater Treatment Plant, noting that there had been issues in the past, but he believed those problems had been resolved. Gillam responded by stating that earlier this year, the memorandum on that plant had been lifted, and the applicant received a willingness to serve letter from the sewer treatment plant.

Chairman Woodard acknowledged that the applicant is willing to do a buffer and asked Gillam to clarify what that buffer will entail. Gillam further explained that it is not a requirement of the cluster home ordinance but the applicant showed a buffer on the site plan. Conditions were added to the draft SUP to address the planting and the perpetual maintenance of that buffer against adjacent residential uses.

MOTION

Vice-Chairman Overman motioned to approve Special Use Permit #4-2024 and associated site plan for the Kinnakeet Villas LLC., Cluster Home Group Development.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 8 – DARE COUNTY SCHOOLS BREAKFAST PROGRAM

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

Dare County Schools Superintendent Steve Basnight, along with the Director of Child Nutrition Kelleeta Govan, Interim Finance Director Rashad Daniels, Assistant Superintendent Steve Blackstock, and Board of Education Chairman David Twiddy, presented to the Board about a universal meal program aimed at providing free breakfast and lunch to all students in Dare County. The Superintendent highlighted the meal debt from previous years and shared important statistics regarding the students who qualify for free and reduced meals. In the 2023 school year, out of a total of 5,027 students, 2,121 were eligible for these meal programs. He pointed out that the income threshold for reduced-price meals has increased to \$57,120 this year. Currently, there were about 111 families that applied for free and reduced meals who do not meet the requirements, primarily due to income levels, with many of these students being in the Pre-K Program. Before 2019, approximately 60% of students in North Carolina qualified for free or reduced meals. The criteria for qualification are solely based on two factors: the size of the household and family income. The Superintendent also discussed the impact of food insecurity on students' ability to learn. He noted that children who are hungry often have difficulty focusing and learning in school. He stressed that proper nutrition is essential for academic success, and providing meals to students should be viewed as an important instructional intervention, just like supplying digital devices or transportation.

He elaborated on the fact that out of the 115 school districts in North Carolina, 106 are providing some or all of their meal services. Among these, 80 districts are serving meals to schools that do not qualify for funding, but they provided it anyway so no students would be left out. He discussed the costs involved and gave an in-depth overview of two distinct programs. The first is the Community Eligibility Provision (CEP), a federally funded meal reimbursement initiative that allows districts to offer free breakfast and lunch to all students for four consecutive years. He estimated that the total cost for covering all eligible schools under the CEP would be around \$500,000. The second option, referred to as Universal Meals, is not an official program but still allows students to receive complete breakfasts and lunches at no cost. The district will receive reimbursement for students who qualify for free and reduced meals and actually consume the meals, stressing that it is essential for students to participate in order to maximize funding. The more qualified students who eat school meals, the greater the federal reimbursement the district will receive, the district would then be responsible for the costs of students who are not included in the reimbursement program.

Based on last year's data, the estimated cost for covering all non-CEP schools would exceed a little over \$400,000. He noted that increasing the number of students eligible for programs and actively participating in school meals would enhance federal funding, thereby reducing the need for local financial support. He also presented statistics on free, reduced, and paid meals, showcasing the average percentage of students who consumed breakfast and lunch in the past two years.

The Superintendent announced that the Board of Education had approved approximately \$46,000 for schools in Dare County to provide one month's worth of meals for students, effective September 17th. The number of breakfasts served across the district has risen by 34.8%, which equates to an additional 258 breakfasts served. For lunches, there has been a districtwide increase of 12%, amounting to an additional 233 meals per day. He explained that they are currently distributing letters regarding free and reduced meal eligibility to families and outlined that the application process is slightly different this year. He highlighted the additional benefits available to families who qualify for free or reduced meals, which include access to Amazon Prime, discounted internet service, AT&T Lifeline, reduced fees for AP Testing, waivers for college entrance exams, Sunbucks, Food for Thought resources, and increased funding for various school programs. Commissioner Basnight inquired whether parents are required to apply under the Universal Meal Plan. Superintendent Basnight clarified that there is indeed an application requirement for the free and reduced meal program, which is part of the larger initiative. He emphasized that the effort goes beyond simply providing reduced meals; it encompasses a wide range of benefits. There has historically been some reluctance among families to complete these forms, but they are working to help families understand that the implications are much broader than just ensuring their children receive meals.

Commissioner Basnight raised a question regarding the Universal Plan, stating she was under the impression that it would provide free meals to everyone. Assistant Superintendent Blackstock clarified that students would not incur costs, but there would be a reimbursement to the schools. Superintendent Basnight reiterated that no students would be required to pay for meals in either program. Commissioner Basnight also noted that the figures presented did not include data from Hatteras, to which the confirmation was given. She inquired if there's any data available on the number of meals served during the COVID-19 pandemic when meals were offered for free. Superintendent Basnight mentioned that he did not have that information readily available but could obtain it. Chairman Woodard asked about the CEP program, specifically whether it needed to be qualified for annually. Govan responded that it is a four-year program; once a school qualifies, the Identified Student Percentage (ISP) is valid for four years, after which a reassessment is required.

Chairman Woodard confirmed that as more individuals qualify for and utilize the benefits, the amount of funding that is required from the district decreases and questioned how they can guarantee that. The Superintendent mentioned that efforts are already underway to encourage people to complete the necessary application forms, which is the crucial first step. The Chairman raised the issue of how to combat the stigma associated with filling out these forms. Govan responded by explaining that applications can be submitted online and she ensured that there is no indication visible that a student is receiving free or reduced lunch. Commissioner House suggested integrating this form into the child enrollment process at

schools. Govan confirmed that the form is part of the enrollment process, but it cannot be mandatory due to it being a federal form. However, it is mandated by law that these forms have to be provided to every household in some format.

Commissioner Bateman reiterated that as more meals are purchased, the overall cost decreases. Superintendent Basnight supported this statement, noting that the more students who qualify for free and reduced meals participate, the greater the federal reimbursement the school can receive. Commissioner Ross detailed the time spent addressing this issue and stated that the requested funds represent less than 0.3% of the overall budget. He then raised the question, "How will these decisions affect our children and families?" and expressed that, so far, he has not identified any negative impacts.

Outten inquired about the budget requirement from the Board, to which the response was \$415,000. He proposed setting a maximum limit of \$415,000. Commissioner Couch questioned whether implementing this plan would necessitate hiring additional staff. The reply indicated that, based on current understanding, it would not. Vice-Chairman Overman asked for clarification regarding the \$415,000, specifically whether this figure might change as they progress and when it would be determined that the amount is no longer accurate. Govan explained that it would need to be reassessed on an annual basis to account for changes in student percentages. Outten added that each year, the previous expenditures of the school are reviewed, and in collaboration with Clawson, his team, and the school's staff, as data evolves and suggests necessary adjustments, changes will be made as needed; if the data supports the current budget, no changes will be implemented. In conclusion, several Board members voiced their strong support for providing meals to students within the school system.

MOTION

Commissioner Bateman motioned to approve Dare County Schools' request for funding not to exceed \$415,000 to implement a universal meals program.

Vice-Chairman Overman & Commissioner Basnight seconded the motion.

Commissioner House highlighted that every Board member is committed to ensuring that no child goes hungry. However, he expressed concern regarding the message sent to parents indicating that a negative balance would prevent their child from receiving a meal. He found this communication unacceptable and urged the school administration to review messages before they are distributed.

VOTE: AYES unanimous

Clawson and Outten stated that another motion is required that authorizes the County Manager to execute a Budget Amendment to move a not to exceed amount of \$415,000 out of the fund balance to be used for this purpose.

MOTION

Vice-Chairman Overman motioned to approve the County Manager to execute a Budget Amendment to move a not to exceed amount of \$415,000 out of the fund balance to be used for this purpose.

Commissioner Basnight seconded the motion.

Clawson exited the meeting at 11:40 a.m., he returned at 11:43 a.m.

ITEM 9 – A RESOLUTION BY THE COUNTY OF DARE IN SUPPORT OF REINSTITUTING AN AEC DESIGNATION FOR JOCKEY’S RIDGE STATE PARK (Att. #3)

At an August 6, 2024 Special Meeting, the North Carolina Coastal Resources Commission (CRC) voted unanimously to begin the process of reinstating Area of Environmental Concern (AEC) protections for Jockey’s Ridge State Park to include a prohibition on removing sand from the Park and restrictions on development immediately adjacent to the Park.

MOTION

Commissioner Couch motioned to adopt the Resolution in Support of Reinstating an AEC Designation for Jockey’s Ridge State Park.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Commissioner Bateman exited the meeting at 11:44 a.m., he returned at 11:50 a.m.

ITEM 10 – RESOLUTION IN SUPPORT OF HONORING DARE COUNTY’S VETERANS BY PARTICIPATING IN OPERATION GREEN LIGHT FROM NOVEMBER 4, 2024 THROUGH NOVEMBER 11, 2024 (Att. #4)

This resolution was 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.

MOTION

Chairman Woodard motioned to adopt the Resolution in Support of Honoring Dare County’s Veterans by Participating in Operation Green Light from November 4, 2024 through November 11, 2024.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

Commissioner Ross exited the meeting at 11:48 a.m., he returned at 11:51 a.m.

ITEM 11 – DARE COUNTY SOIL & WATER CONSERVATION DISTRICT ANNUAL REPORT

Charlie Sanders, Dare County Community Conservationist, gave a presentation reviewing the Soil & Water Conservation District and its purpose. He provided information on the Community Conservation Assistance Program (CCAP) and reviewed their best management practices, wetlands, living shorelines, funds, and current projects in Dare County. He addressed the Agriculture Cost Share Program, Agricultural Water Resources Program, and the Streamflow Rehabilitation Assistance Program. He also announced that Erin Fleckenstein was the 2024 recipient of the Salt Marsh Award.

Commissioner Bateman inquired about the Nags Head Shoreline project. In response, Sanders indicated that it is currently the highest-scoring project in the coastal region explaining that the project won't be officially confirmed until November, but the chances of it receiving funding are promising. Following this, Commissioner Bateman asked whether the StRAP program is accessible to municipalities. Sanders confirmed that the program is indeed available for counties and municipalities, and municipalities could apply individually if desired. However, they have been attempting to streamline the process by coordinating applications

through the county. He stated that it is important to note that there is a limit on funding per organization; but based on his discussions with state officials, no organization has come close to reaching that limit. Commissioner Bateman then posed a question regarding the cleanup efforts, asking whether the debris is removed or simply tied back. Sanders explained that this varies by project, but generally, debris is removed and disposed of properly. However, in many counties, the costs associated with cleanup can be prohibitive, leading to the practice of tying debris back instead. There are specific procedures that must be adhered to in these situations.

Chairman Woodard took a moment to recognize a member of the counties lobbying team, Johnny Tillett and thanked him for attending the meeting.

ITEM 12 – FEMA GRANT APPLICATION - RODANTHE

Barton Grover explained that North Carolina Emergency Management received a federal grant to fund a Regional Project Development Specialist with the Albemarle Commission. This position will interface with communities and repetitive loss homeowners to assist in developing two Flood Mitigation Assistance Applications during FY25 and FY26. The North Carolina Office of Recovery and Resiliency and National Park Service will assist in application development.

MOTION

Commissioner House motioned to authorize the submittal of the FEMA Grant Application-Rodanthe

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 13 – BROADBAND – STOP-GAP SOLUTIONS PROGRAM

Barton Grover informed the Board that the North Carolina Department of Information Technology is responsible for expanding access to broadband infrastructure, supporting affordability, advancing digital literacy, and building digital equity in North Carolina. The goals of the division with its more than \$1 billion in American Rescue Plan Act funds are to ensure by 2025 that 98% of N.C. households have high-speed internet access, 80% of households subscribe to high-speed internet, and 100% of households with children subscribe to high-speed internet.

MOTION

Commissioner House motioned to authorize the application for the Broadband – Stop-Gap Solutions Program.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 14 – DARE COUNTY STORM WATER ENGINEERING SERVICES

Dustin Peele announced that Dare County has received several state grants for a variety of projects located on Hatteras Island related to storm water management. An RFQ was issued for the required engineering services for the Hatteras Island projects as well as future state grant funded projects, and four responses were received. Staff evaluated each response and recommended WithersRavenel as the firm of choice.

MOTION

Commissioner Couch motioned to approve WithersRavenel and authorize the County Manager to negotiate and sign contract.

Commissioner Basnight seconded the motion.

VOTE: AYES unanimous

ITEM 15 – CLOSE OUT OF 2022 TOWNS BEACH NOURISHMNET CAPITAL PROJECT AND THE SERIES 2021b LOBs

Clawson informed the Board that the County has received the June 30, 2024 arbitrage calculation report for the Series 2021B limited obligation bonds and the county is ready to close the construction project budget. The project is \$1,064,510 under budget and that amount will be transferred from the Capital Projects Fund to the Beach Nourishment Fund.

MOTION

Vice-Chairman Overman motioned to adopt the budget amendment for the Beach Nourishment Fund and adopt the amendment to the capital project ordinance.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 16 – CLOSE OUT OF 2022 BUXTON AND AVON BEACH NOURISHMNET CAPITAL PROJECT AND THE SERIES 2022A LOBs

Clawson informed the Board that the County has received the June 30, 2024 arbitrage calculation report for the Series 2022A limited obligation bonds and the county is ready to close the construction project budget. The project is \$1,392,678 under budget and that amount will be transferred from the Capital Projects Fund to the Beach Nourishment Fund.

MOTION

Commissioner Couch motioned to adopt the budget amendment for the Beach Nourishment Fund and adopt the amendment to the capital project ordinance.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 17 - 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 (09.3.24) (**Att. #5**)
- 2) Tax Collector Report
- 3) Retirement of Deputy Sheriff K-9 Echo
- 4) Authorization to Present Service Weapon to Retiring Sheriff
- 5) Authorization to Present Service Weapon to Retiring Deputy Sheriff
- 6) Kitty Hawk EMS Station #9 Easement Agreement
- 7) Brink's CompuSafe Service Agreement
- 8) Rave Mobile Safety Contract for Mass Notification Software as a Service
- 9) Increase StRAP Funding from NCD&CS Division of Soil & Water Conservation
- 10) Budget Amendment – Public Works Rubble Transfer Fees
- 11) DHHS – Public Health – Resolution to Direct Expenditure of Opioid Settlement Funds (**Att. #6**)
- 12) DHHS – Public Health – COVID-19 Vaccination Program Funding

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 18 – BOARD APPOINTMENTS

1) Land Transfer Tax Appeals Board

Commissioner Couch motioned to appoint Eddie Twyne.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

2) Library Board - Dare

Vice-Chair Overman reappoint Mary Lou Hoffert, Ruth Perkins, & Adrienne Palma.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

3) Thomas A. Baum Advisory Board

Vice-Chairman Overman motioned to appoint Lisa Minerich, Angelo Sonnesso, Antha Bishop, Jennifer Tolbert, Laura Fitzpatrick, Karen Moeller.

Commissioner Basnight seconded the motion.

VOTE: AYES unanimous

Commissioner Ross motioned to appoint Commissioner Bateman.

Commissioner House seconded the motion.

VOTE: AYES unanimous

4) Upcoming Board Appointments

The upcoming Board appointments for November and December 2024, and January 2025 were announced.

ITEM 19 – 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:

Bobby:

- Announced that Clawson is retiring in June, 2025 and the goal is to hire somebody prior to June to get them accolated.
- Reported that field improvements at the Nags Head Soccer Complex, including one additional youth-size soccer field, are coming along nicely. Sod is expected to be installed later this month, and the field is expected to be ready for play in the spring of 2025.
- Stated that an upcoming scoreboard replacement project involves replacing all eight scoreboards at the various Dare County Parks and Recreation sports fields throughout the county. The new scoreboards have arrived and installation will begin soon.
- Mentioned that site plans are under review for the ten new competition-sized outdoor pickleball courts in Nags Head for which the county has allocated funding. These courts are proposed to be constructed at the site of the former Pamlico Jack's Restaurant, located at 6708 S. Croatan Highway in Nags Head.
- Announced that the Dare County Parks & Recreation Needs Assessment is currently underway and that McGill & Associates are finalizing dates and surveys.

- Stated that all fall activities have high participation rates and if the good weather continues then it will be a good season.
- Acknowledged the Human Resources Department, announcing that Kristy Wright and Chris Ward worked with the county's liability carrier and the county received a score of 100% on our liability which resulted in a 3% discount on the cost of the county's liability coverage.
- Asked the Board to consider not renewing the contract with Port Health, allowing Sheila Davies to reallocate the nearly \$400,000 budgeted for mental health counseling services. This funding was originally designated for individuals in Dare County who had insurance covering only one therapy session per month even though they may have needed two or more sessions. However, the number of patients needing this service has decreased due to various factors, such as environmental changes and staffing issues. Consequently, the existing funds are not being fully utilized. It has been suggested that these resources could be redirected toward more pressing mental health needs. Additionally, both Easter Seals and Trillium have expressed their agreement that there are more effective ways to allocate these funds.
- **MOTION**
Vice-Chairman Overman motioned to approve to not renew the Port Health Contract and to allow Sheila Davies to provide recommendations on how to reallocate the funds.
Commissioner Bateman seconded the motion.
VOTE: Ayes unanimous
- Stated that there was a remaining balance of \$300,252 from several completed construction projects. He requested the Board's approval to transfer these surplus funds into the contingency fund.
MOTION
Commissioner Couch motioned to authorize moving the \$300,252 into the contingency fund.
Commissioner Basnight & House seconded the motion.
VOTE: Ayes unanimous
- It was clarified that Gillam has been addressing ongoing nuisance issues related to properties, but there has been no progress. He requested approval to move forward with legal action. (Hyde, Ransom, Bowser, and Gamiel)
MOTION
Commissioner Couch motioned to approve the County Manager to proceed with filing suit the multiple nuisance issues.
Commissioner Bateman seconded the motion.
VOTE: Ayes unanimous

Dorothy Hester:

- Shared a video regarding the history and community of Manns Harbor.

Dave:

- Dispersed the Audit Questionnaires and informed the Board they need to be completed and returned.

Commissioner Couch

- Requested the Board to approve a Proclamation honoring Donna Parker, who is retiring as the Postmaster of Buxton. Chairman Woodard consented to move forward with the issuance of this Proclamation.

Commissioner Bateman

- Asked about the replacement of the Bridge at Slash Creek and the stabilization of either side with DOT, Outten responded that he does not believe it is going to happen.
- Asked about the Eastern Side of the Medical Center, and Outten mentioned that they have taken some of the county's land for their project. Once they complete their work, the amount of riprap they install to support the buttress will provide the county with a foundational starting point for any future developments. However, we will have to wait until their project is finished before we can begin our own work there to avoid disrupting what they are doing.

Vice-Chairman

- Thanked the Service Pin recipients and the three Employee of the Month recipients. Inquired with Peele about an estimated completion date for the youth center, Peele indicated it would be around early to mid-January.

Commissioner House

- Stated that surveys and necessary information had been submitted to the USACE to get Miss Katie back up and running. They are currently awaiting a response. The waterways are navigable, although there are a few troubled areas. During the meeting in Wilmington, the USACE discussed the distinctions where Miss Katie was dredging and the designated dredge box. He explained that the dredge box in their conception was a 100-foot-wide vertical section. However, engineering drawings show it as 100 feet wide with shoulder walls to prevent collapse, which is what Miss Katie was doing. He stated that a third-party monitoring system is now in place. Outten further explained that moving forward, multiple surveys will be conducted, including a pre-dredging survey. This will assess the depth of the area and ensure there is adequate sand on the bar that necessitates dredging.
- Provided an update from Marine Fisheries regarding the commercial fishing rules for Striped Mullet, effective from October 1 to December 31.
- Announced that local watermen, as well as others along the coast, have made significant contributions to the efforts in Western North Carolina.
- Our Day in History: One-year anniversary of the Hamas attack. Also, triggered by 9/11, the Afghan War began.
- The OBX Empty the Shelter program is scheduled from October 1 to 15.
- Pet of the Week: Connie, a two-year old tabby, is available for adoption at the OBX SPCA.

Commissioner Ross

- Referenced the Hamas attack and stated that the outcome for the 1,000 killed was a tragedy, and for those that perpetrated it, it was a planful intentional designed attack of terrorism that the whole world should be revolted and repulsed by.

- Expressed gratitude to Brian Harris for his encouraging remarks and stated that he hoped that the Board's advocacy had helped and positively influenced the FUDS cleanup process.
- Thanked Superintendent Basnight and others for their work on the school lunch program.
- Highlighted the success of the "Stand Up for Strays" charity banquet held on September 4th at Pirates Cove Marina, where 180 attendees raised significant funds for local shelters.
- Announced that the Cancer Shucks dinner is scheduled for October 25th at Pirates Cove.
- Stated that on October 26th, there will be a multi-day charity tennis tournament benefiting the Dementia Friendly Task Force.

Commissioner Basnight

- Shared an update from the Healthcare Task Force, highlighting their current emphasis on mental health services. Additionally, they are prioritizing Dental Health and have requested the Board of Commissioners to draft a resolution supporting dental care for children in schools.
- Expressed that it is encouraging to see the establishment of the Thomas A. Baum Council, as these centers are consistently active.
- Congratulated Sandy Pace on her retirement; expressed that she will be greatly missed by all.
- Announced that the ABC Store in Buxton is scheduled to open in early February.

ITEM 20 – CLOSED SESSION

The Manager asked for a Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the County in order to preserve the attorney-client privilege in the matters of the Opioid Litigation and the Lutz suit; pursuant to NCGS 143-318.11(a)(5) to instruct the County staff, or negotiating agents, concerning the position to be taken by or on behalf of the County in negotiating the price and other material terms of a contract, or proposed contract, for the acquisition of real property owned by M&R Properties located next to the Youth Center, and the property owned by Quinton Bell located across the street from Manteo Middle School; and to approve the minutes of the last Closed Session.

MOTION

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

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

At 1:17 p.m., the Commissioners exited the room to meet in Closed Session. They reconvened at 1:36 p.m. and Mr. Outten reported that during the Closed Session the Board approved previous Closed Session Minutes, consulted with the County Attorney, and instructed the County Attorney on the acquisition of the two real properties that were previously stated.

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

MOTION

Commissioner House motioned to adjourn the meeting.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 1:37 p.m., the Board of Commissioners adjourned until 9:00 a.m., November 4th, 2024.

Respectfully submitted,

[SEAL]

By: _____
Skyler Foley, Clerk to the Board

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

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



Tax Collector's Report

Description

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

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

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

MONTH: SEPTEMBER

DATE RANGE: 9/1/2024 - 9/30/2024

Submitted By: Becky Huff

Taxpayer Name	Parcel #	Bill Year	AR	Reason	Released Value	Released Tax
MASON, LESLEY K.	939560000	2024	25	DUPLICATE PP	(26,909.00)	(148.70)
GRN, LLC	000507046	2024	20	REMOVE RENTAL - UNFURNISHED	(96,500.00)	(620.98)
NORRIS, JERRY	963205000	2024	25	PERSONAL PROPERTY NOT TAXPAYERS	(15,558.00)	(100.45)
ROY, ROBERT R JR	026927000	2024	20	REMOVE RENTAL	(17,112.00)	(122.44)
MACALEESE, TIMOTHY S	938845000	2024	25	DUPLICATE PP	(85,220.00)	(550.26)
BANK OF THE WEST EQUIPMENT	985141000	2024	25	NO ASSETS IN DARE CTY	(25,185.00)	(178.29)
COROLLA WATERSPORTS, INC	984838000	2024	25	BOAT SOLD	(83,517.00)	(643.54)
DEMPSEY, JACOB H	015127000	2024	20	REMOVE RENTAL	(70,919.00)	(457.93)
GASKILL, CAROLINE A	023773000	2024	20	REMOVE RENTAL	(20,644.00)	(137.20)
HAYWARD, RICHARD	939489000	2024	25	VALUE ADJUSTMENT	(22,532.00)	(141.77)
ANTINUCCI, MICHAEL TTEE	939747000	2024	25	BOAT SITUS NJ	(1,099,000.00)	(8,198.55)
RICKETTS, THOMAS S	023001000	2024	20	PREV OWNERS BOAT	(34,625.00)	(210.48)
Totals:					(\$1,597,721.00)	(\$11,510.59)

Refund Report for Real Estate and Personal Property
(Tax Refunds over \$100)

MONTH: SEPTEMBER

DATE RANGE: 9/1/2024 - 9/30/2024

Submitted By: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Refund Amt	Reason	Date
TARASI, MICHELE A	011421000	2023	\$ (345.10)	OVERPAYMENT	9/27/2024
FRIZ, KATHERINE MAXINE	014805102	2023	\$ (1,253.00)	OVERPAYMENT	9/27/2024
MCPAHON, WANDA	025371004	2023	\$ (310.00)	OVERPAYMENT	9/5/2024
HARROD, SHERIDAN GREGORY TTEE	004895004	2024	\$ (520.92)	OVERPAYMENT	9/27/2024
HAAS, MYRON D	006954000	2024	\$ (1,180.09)	OVERPAYMENT	9/27/2024
CHAMBERS, MARTHA C	009232000	2024	\$ (1,671.93)	OVERPAYMENT	9/27/2024
BROWN, WILLIAM J	013849000	2024	\$ (315.62)	OVERPAYMENT	9/27/2024
ISAAC, LONNIE E TTEE	024771000	2024	\$ (217.66)	OVERPAYMENT	9/27/2024
HEATH, DAVID M TTEE	028033000	2024	\$ (3,386.78)	OVERPAYMENT	9/27/2024
HARRIS, ROBERT E	029672022	2024	\$ (15,477.62)	OVERPAYMENT	9/27/2024
CREWS, DAVID MASON	029991098	2024	\$ (386.43)	OVERPAYMENT	9/27/2024
HILL, GEORGE	934462000	2024	\$ (550.00)	OVERPAYMENT	9/27/2024
TAXPAYER		2021	\$ (201.62)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2021	\$ (294.36)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2021	\$ (423.84)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2021	\$ (501.60)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2021	\$ (558.00)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2021	\$ (182.40)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2021	\$ (145.20)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2022	\$ (125.16)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2022	\$ (318.32)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2022	\$ (676.55)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2022	\$ (470.40)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2022	\$ (684.60)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2022	\$ (233.70)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2022	\$ (163.80)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2023	\$ (357.43)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2023	\$ (284.40)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2023	\$ (543.60)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2023	\$ (244.20)	DUPLICATE OCC TAX PYMT	9/23/2024
TAXPAYER		2023	\$ (287.10)	DUPLICATE OCC TAX PYMT	9/23/2024
			Total Refunds:	\$ (35,419.27)	



North Carolina Vehicle Tax System

Refund Report

SEPTEMBER 2024

Payee Name	Address 1	Address 3	Tax Jurisdiction	Change	Interest Change	Total Change
ARMSTRONG, THOMAS EDWARD	111 HOLLY RIDGE RD	MANTEO, NC 27954	C99	(\$105.85)	\$0.00	(\$105.85)
			F51	(\$9.67)	\$0.00	(\$9.67)
			S99	(\$29.07)	\$0.00	(\$29.07)
					Refund	\$144.59
BONNEY, JUDY WILMOTH	PO BOX 795	HATTERAS, NC 27943	C99	(\$111.46)	\$0.00	(\$111.46)
			F06	(\$15.11)	\$0.00	(\$15.11)
			R01	(\$2.34)	\$0.00	(\$2.34)
			Y06	(\$19.56)	\$0.00	(\$19.56)
			S99	(\$30.61)	\$0.00	(\$30.61)
		Refund	\$179.08			
BRICKHOUSE, JENNIFER KASSANDRA	198 BRAKEWOOD RD	MANTEO, NC 27954	C99	(\$99.42)	\$0.00	(\$99.42)
			F51	(\$9.08)	\$0.00	(\$9.08)
			S99	(\$27.31)	\$0.00	(\$27.31)
		Refund	\$135.81			
LEPAGE, THOMAS JOSEPH	5116 LINDBERGH AVE	KITTY HAWK, NC 27949	C99	(\$68.61)	(\$3.94)	(\$72.55)
			T08BN	(\$5.99)	(\$0.35)	(\$6.34)
			T08	(\$45.40)	(\$2.61)	(\$48.01)
					Refund	\$126.90
MOREFIELD, GERALDINE SHERRILL	206 N MEMORIAL BLVD	KILL DEVIL HILLS, NC 27948	C99	(\$72.39)	\$0.00	(\$72.39)
			T07	(\$64.16)	\$0.00	(\$64.16)
					Refund	\$136.55
MOREFIELD, GERALDINE SHERRILL	206 N MEMORIAL BLVD	KILL DEVIL HILLS, NC 27948	C99	(\$80.68)	\$0.00	(\$80.68)
			T07	(\$71.51)	\$0.00	(\$71.51)
					Refund	\$152.19



North Carolina Vehicle Tax System

Refund Report

SEPTEMBER 2024

Payee Name	Address 1	Address 3	Tax Jurisdiction	Change	Interest Change	Total Change
MURRAY, CAROLINE COULSON	101 DOSHER LANE	KITTY HAWK, NC 27949	C99	(\$65.38)	\$0.00	(\$65.38)
			T20	(\$31.97)	\$0.00	(\$31.97)
			T20BN	(\$6.53)	\$0.00	(\$6.53)
					Refund	\$103.88
SEA AND SOUND TACKLE INC	2991 NC 345 HIGHWAY	WANCHESE, NC 27981	C99	(\$86.09)	\$0.00	(\$86.09)
			T07	(\$76.31)	\$0.00	(\$76.31)
					Refund	\$162.40
					Refund Total	\$1141.40



Establish Revenue/Expense Accounts for Workshops

Description

The Soil & Water Conservation District is beginning to put on workshops as part of their outreach efforts to the community. The first of these is a teacher training workshop to instruct teachers on soil and water conservation and the importance and benefits of living shorelines in our communities. The District would like to take in small registration fees up to \$20 to pay for supplies and meals for participants and volunteers.

Board Action Requested

Create revenue and expense lines in the Soil & Water budget for workshop revenues and expenses.

Item Presenter

Charles Sanders

DARE COUNTY

BUDGET AMENDMENT

F/Y 2024-2025

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u>					
<u>Revenues:</u>					
Workshop Registration Fees	103760	465007		500	
 <u>Expenditures:</u>					
Workshop Hosting Expenses	104760	665007		500	

Explanation:

Create a revenue and expense account that allows Dare Soil & Water District to take in registration fees for workshops up to \$20 each and spend those funds on appropriate expenses, including supplies and meals.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

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



NC DEQ Beach Access Grant & Budget Amendment

Description

As approved by the Board of Commissioners at the July 16th 2024 meeting, a NC DEQ Beach Access Grant application was submitted and a joint use agreement was entered into with OBX Forever and the National Park Service. Dare County received the grant to assist with the installation of restrooms and shower facilities at the Old Lighthouse Beach Access. OBX Forever will provide required match. Contract and Budget Amendment are attached.

Board Action Requested

Approve Contract & Budget Amendment

Item Presenter

Barton Grover, Grants & Waterways Administrator

DARE COUNTY

BUDGET AMENDMENT

F/Y 2024-2025

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u>					
<u>Revenues:</u>					
NCDEQ Grant - Beach Access	103570	427013	00793	114,010	
Cost Share - Beach Access	103570	440200	00793	279,000	
<u>Expenditures:</u>					
Other - Beach Access	104570	525725	00793	393,010	

Explanation:

NC DEQ Beach access grant for restrooms at site of Old Lighthouse in Buxton. OBX Forever will provide required matching funds via other grants/or cash.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

Finance only:

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

STATE OF NORTH CAROLINA
North Carolina Department of Environmental Quality
Financial Assistance Agreement

GRANTEE'S FEDERAL IDENTIFICATION NUMBER: **_*0293**

This financial assistance agreement is hereby made and entered into, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **DARE COUNTY** (the "Grantee"¹).

- 1.0 Audit and Other Reporting Requirements of the Local Government Commission:** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
- 2.0 Contract Documents:** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
- 2.1 Grantee's Award Letter (Attachment A)
 - 2.2 State's General Terms and Conditions (Attachment B).
 - 2.3 Notice of Certain Reporting and Audit Requirements (Attachment C).
 - 2.4 Grantee's Conflict of Interest Policy (Attachment D).
 - 2.5 Grantee's Certification of No Overdue Tax Debts (Attachment E).
 - 2.6 Department's Request for Proposal ("RFP") (Attachment F).
 - 2.7 Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment G).
 - 2.8 Grantee's Response to Pre- Application for RFP.

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party prior to the contract expiration date.

- 3.0 Precedence Among Contract Documents:** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in Section 2.0 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

¹ The contract documents attached hereto may at times use alternative terms to describe the Grantee or Subgrantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

**GRANT CONTRACT NO.100590-000
CW53579 Old light house beach access FY 24-25**

4.0 Contract Period: This Agreement shall be effective from the date upon which all parties have signed to 18 months, inclusive of those dates.

5.0 Grantee's Duties: As a condition of the grant award, the Grantee agrees to:

- 5.1 Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment G), adhering to all budgetary provisions set out therein throughout the course of performance.
- 5.2 Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.
- 5.3 Comply with the requirements of 09 NCAC 03M.0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- 5.4 Comply with the applicable provisions of Attachment C, Notice of Certain Reporting and Audit Requirements.
- 5.5 Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
- 5.6 Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- 5.7 Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- 5.8 Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- 5.9 Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

6.0 Historically Underutilized Businesses: Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (984) 236-0130.

7.0 Department's Duties: The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

8.0 Total Award Amount: The amount of awarded funds paid by the Department to the Grantee under this Agreement shall not exceed **\$114,010.00** (the "Amount of Award"). This amount consists of:

Funding:

**GRANT CONTRACT NO.100590-000
CW53579 Old light house beach access FY 24-25**

Type of Funds	Funding Source	CFDA No.
Appropriations	CAMA-PARTF	N/A

Accounting Code Information:

Dollars	Company
\$114,010.00	1600

Budget Fund (6 Digits)	Natural Account (8 Digits)	Agency Management Unit (AMU) (7 Digits)
205745	56900015	N/A

Grantee Matching Information:

- 8.1 There are no matching requirements from the Grantee.
- 8.2. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

<input type="checkbox"/>	In-Kind	\$
<input type="checkbox"/>	Cash	\$
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

- 8.3 The Grantee’s matching requirement is **\$279,000.00**, which shall consist of:

<input type="checkbox"/>	In-Kind	\$
<input checked="" type="checkbox"/>	Cash	\$ 279,000
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

- 8.4 The Grantee is committing to an additional **\$0.00** to complete the project or services described in the Award Proposal.

Based on the figures above, the **Total Contract Amount** is **\$393,010.00**.

9.0 Invoice and Payment: The award funds shall be disbursed to the Grantee in accordance with the following provisions:

- 9.1 The Grantee shall submit invoices to the Department’s Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department’s Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
- 9.2 The Department shall reimburse the Grantee for actual allowable expenditures. As used herein, “allowable expenditures” are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a

**GRANT CONTRACT NO.100590-000
CW53579 Old light house beach access FY 24-25**

manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment G.

- Reimburse for allowable expenditures according to the amount specified in SOW/a minimum percentage of contract totals withheld until DEQ accepts final work.
- Lump sum payment when DEQ accepts contract fulfillment.
- Reimburse after all local cash match has been expended and documentation has been approved by the Contract Administrator.
- Other: Reimburse after all local cash match has been expended and documentation has been approved by the Contract Administrator. Reimburse actual invoices submitted with a minimum 10% of DEQ contract amount withheld until DEQ accepts final work.

10.0 Grantee’s Fiscal Year: The Grantee represents that its fiscal year is from July 1st to June 30th

11.0 Availability of Funds: The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

12.0 Reversion of Unexpended Funds: The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.

13.0 Supplantation of Expenditure of Public Funds: The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

14.0 Contract Administrators: Each party shall submit notices, questions and correspondence related to this Agreement to the other party’s Contract Administrator. The contact information for each party’s Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee’s Contract Administrator	Department’s Contract Administrator
Name/Title: Barton Grover, Grants & Waterways Admin Company: Dare County Address: P.O. Box 1000 City/State/Zip: Manteo, NC 27954 Telephone: (252) 475-5628 Email Address: barton.grover@darecnc.gov	Name/Title: Rachel Love-Adrick, District Planner Division: Coastal Management Address: 400 Commerce Ave. City/State/Zip: Morehead City, NC 28557 Telephone: (252) 515-5403 Email Address: Rachel.love-adrick@deq.nc.gov

Person Authorized to Sign for Grantee
Name: Bobby Outen Title: County Manager Telephone: 252.475.5000 Email Address: outten@darenc.gov

Person Grantee's Pre-Audit Contract Administrator
Name: Sally Defosse Title: Finance Director Email Address: sallyd@darenc.gov Preaudit/Audit Statement Required (if known, if not leave blank):

15.0 Assignment: The Grantee may not assign its obligations or its rights to receive payment hereunder.

16.0 Procurement: The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:

- 16.1 None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
- 16.2 In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
- 16.3 The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.

17.0 Subawards: The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.

18.0 Title VI and Other Nondiscrimination Requirements: Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

- 18.1 Title VI of the Civil Rights Act of 1964, as amended;
- 18.2 Civil Rights Restoration Act of 1987, as amended;
- 18.3 Section 504 of the Rehabilitation Act of 1973, as amended;
- 18.4 Age Discrimination Act of 1975, as amended;
- 18.5 Titles II and III of the Americans with Disabilities Act of 1990, as amended;
- 18.6 Title IX of the Education Amendments of 1972, as amended;
- 18.7 Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
- 18.8 Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section.

**GRANT CONTRACT NO.100590-000
CW53579 Old light house beach access FY 24-25**

Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 19.0 E-Verify:** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- 20.0 Termination by Mutual Consent:** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 21.0 Survival:** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 22.0 Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, the Grantee and the Department execute this Agreement by their duly authorized representatives on the day and year below.

DARE COUNTY

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

Grantee's Signature

Department Signature or Authorized Assignee

Printed Name and Title

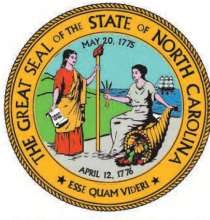
Printed Name and Title

Organization

Department

Date

Date



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

September 4, 2024

The Hon. Robert Woodard, Sr., Chairman
Dare County
954 Marshall C. Collins Dr.
Manteo, NC, 27954

Dear Chairman Woodard, Sr.:

I am pleased to announce that Dare County has been awarded a public access grant of \$114,010 through the North Carolina Coastal Management Program.

The Division of Coastal Management in the North Carolina Department of Environmental Quality will be administering this grant. If you have any questions concerning this grant, please contact Rachel Love-Adrick in the Morehead City Regional Office at (252) 515-5403.

Congratulations on being selected for this grant. I hope these funds will help as you work to provide better public access to our beautiful coastal beaches and waterways.

Sincerely,

A handwritten signature in black ink that reads "Elizabeth S. Biser".

Elizabeth S. Biser

cc: Senator Norman W. Sanderson
Representative Keith Kidwell
Tancred Miller, Division of Coastal Management



North Carolina Department of Environmental Quality

217 West Jones Street | 1601 Mail Service Center | Raleigh, North Carolina 27699-1601

919.707.8661

**ATTACHMENT B
GENERAL TERMS AND CONDITIONS
GOVERNMENT ENTITIES**

- 1.0 **Definitions:** Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.
- 1.1 "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority, or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
 - 1.2 "Audit" means an examination of records or financial accounts to verify their accuracy.
 - 1.3 "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
 - 1.4 "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
 - 1.5 "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
 - 1.6 "Fiscal Year" means the annual operating year of the non-State entity.
 - 1.7 "Financial Assistance" means assistance that non- State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
 - 1.8 "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
 - 1.9 "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
 - 1.10 "Grantee" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
 - 1.11 "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
 - 1.12 "Non-State Entity" has the meaning in NCGS 143C- 1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.

- 1.13 "Public Authority" has the meaning in NCGS 159- 7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- 1.14 "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- 1.15 "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- 1.16 "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- 1.17 "Sub-Grantee" has the meaning in NCGS 143C-6- 23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- 1.18 "Unit of Local Government has the meaning in NCGS 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city- county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

2.0 Relationships of the Parties

- 2.1 **Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.
- 2.2 **Subcontracting:** To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
- 2.3 **Sub-grantees:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.
- 2.4 **Assignment:** The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:
- 2.4.1 Forward the Grantee's payment check(s) directly to any person or entity designated

- by the Grantee, or
- 2.4.2 Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).
- 2.4.3 Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.
- 2.5 **Beneficiaries:** Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any third person receiving services or benefits under this Contract is an incidental beneficiary only.

3.0 Indemnity

- 3.1 **Indemnification:** In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.
- 3.2 **Insurance:** During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:
- 3.2.1 **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- 3.2.2 **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- 3.2.3 **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at all times with

the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

4.0 Default and Termination

4.1 **Termination by Mutual Consent:** Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

4.2 **Termination for Cause:** If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

4.3 **Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

5.0 **Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

6.0 **Force Majeure:** Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7.0 **Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

8.0 Intellectual Property Rights

8.1 **Copyrights and Ownership of Deliverables:** Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North

Carolina State Government purposes only.

- 9.0 Compliance with Laws:** The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 10.0 Equal Employment Opportunity:** The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.
- 11.0 Confidentiality:** In accordance with NCGS §143B-1350(e), 9 NCAC 06B.0103, 09 NCAC 06B.1001, NCGS §143-52(a), and 01 NCAC 05B.0102, the Grantor keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency. Grantee may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL".
- 12.0 Access to Persons and Records:**
- 12.1 During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
- 12.2 The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:
- 12.2.1 The State Auditor.
- 12.2.2 The internal auditors of the affected department, agency or institution.
- 12.2.3 The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.
- 12.3 The Joint Legislative Commission on Governmental Operations has the authority to:
- 12.3.1 Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
- 12.3.2 Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
- 12.3.3 Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
- 12.3.4 Receive reports as required by law or as requested by the Commission.
- 12.3.5 Access and review

- 12.3.5.1 Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
 - 12.3.5.2 Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.
- 12.4 The Joint Legislative Commission on Governmental Operations has the power to:
- 12.4.1 Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
 - 12.4.2 Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.
- 12.5 Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.
- 12.6 Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.
- 12.7 Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.
- 12.8 A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.
- 13.0 Record Retention:** The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.
- 14.0 Time Records:** The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.
- 15.0 Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North

Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

- 16.0 Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.
- 17.0 Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
- 18.0 Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.
- 19.0 Time of the Essence:** Time is of the essence in the performance of this Contract.
- 20.0 Care of Property:** The Grantee agrees that it is responsible for the proper custody and care of any State-owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage. Ownership of equipment purchased under this contract rests with the Grantee. As it relates to software development or study results, ownership rests with the Agency. In the event that clarification of ownership is required, the Agency Contract Administrator will make the determination.
- 21.0 Travel Expenses:** All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.
- 22.0 Sales/Use Tax Refunds:** If eligible, the Grantee and all Sub-Grantees shall:
- 22.1 Ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and;
 - 22.2 Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
- 23.0 Advertising:** The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.
- 24.0 Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.
- 25.0 Sovereign Immunity:** The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.
- 26.0 Gratuities, Kickbacks or Contingency Fee(s):** The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.
- 27.0 Lobbying:** The Grantee certifies that it:
- 27.1 Has neither used nor will use any appropriated funds for payments to lobbyist;

27.2 Will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and;

27.3 Will file quarterly updates about the use of lobbyists if material changes occur in their use.

28.0 Gifts: Per NCGS § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor’s Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

28.1 Have a contract with a governmental agency; or

28.2 Have performed under such a contract within the past year; or

28.3 Anticipate bidding on such a contract in the future

ATTACHMENT C

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

1.0 Reporting Thresholds

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- 1.1 Less than \$25,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - 1.1.1. A certification that States financial assistance received or held was used for the purposes for which it was awarded; and
 - 1.1.2. An accounting of all State financial assistance received, held, used, or expended.
- 1.2 \$25,000 up to \$500,000 - A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - 1.2.1 A certification that States financial assistance received or held was used for the purposes for which it was awarded; and
 - 1.2.2 An accounting of all State financial assistance received, held, used, or expended.
 - 1.2.3 A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- 1.3 Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - 1.3.1. A certification that States financial assistance received or held was used for the purposes for which it was awarded; and
 - 1.3.2. An accounting of all State financial assistance received, held, used, or expended.
 - 1.3.3. A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - 1.3.4. A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

2.0 Other Provisions

- 2.1 All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- 2.2 Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with

cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

- 2.3 Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
- 2.4 Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.



CONFLICT OF INTEREST POLICY

It is in the interest of the County, individual staff, and Board Members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

The Dare County Board of Commissioners does hereby adopt the following Conflict of Interest Policy:

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. The County serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the County and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and County. Employees are called to maintain a sense of fairness, civility, ethics, ethics and personal integrity even though law, regulation, or custom does not require them.

Employees, members of employee’s immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization;
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

Violators of the above standards will be subject to disciplinary action up to and including dismissal and/or prosecution to the extent permitted by state and local regulations.

Adopted the 20th day of April, 2020.



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

Attest: 
Cheryl C. Anby, Clerk to the Board



County of Dare

Office of the Board of Commissioners

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5700

Robert Woodard
Chairman

Wally Overman
Vice Chairman

Rob Ross
Steve House
Bea Basnight
Danny Couch
Ervin Bateman

Robert L. Outten
County Manager / Attorney

Skyier Foley
Clerk to the Board

State Grant Certification – No Overdue Tax Debts¹

Dare County

May 7, 2024

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the Dare County does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Robert Woodard Sr. and Robert L. Outten being duly sworn, say that we are the Board Chair and County Manager, respectively, of Dare County in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair Signature

Robert L. Woodard Sr.
Board Chair Printed Name

5/7/24
Date Signed

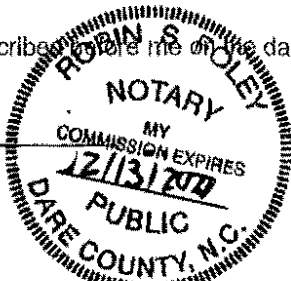
Second Authorizing Official Signature

Robert L. Outten
Second Authorizing Official Printed Name

5/7/24
Date Signed

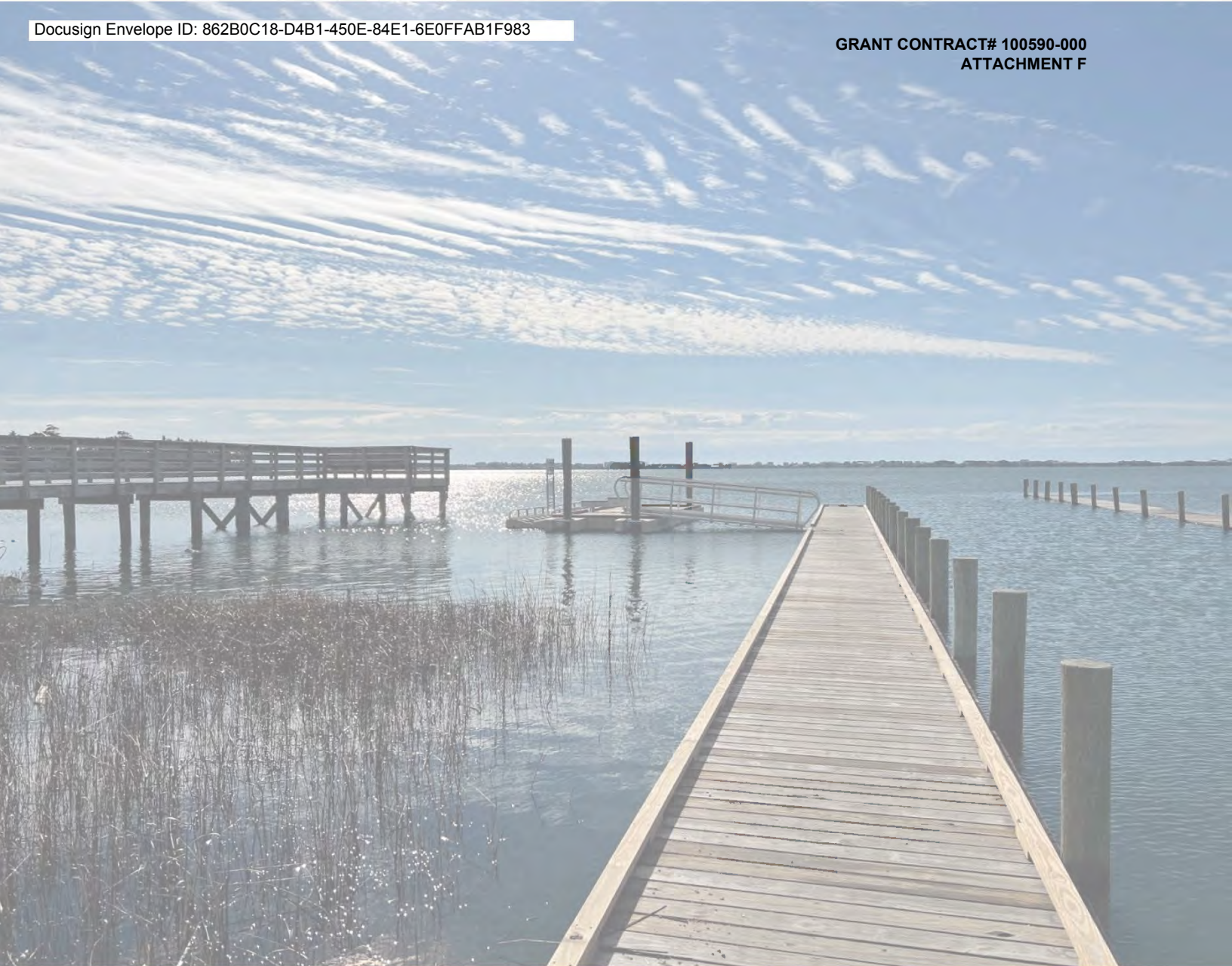
Notary: Sworn to and subscribed to before me on the _____ day of the date of said certification.

(Notary Signature and Seal)



My Commission Expires: 12/13/27

¹ G.S. 105-243.1 defines: Overdue tax debt. – "A tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."



NORTH CAROLINA

Public Beach and Waterfront Access Grant Program

2025-26 Pre-application



Table of Contents

NOTICE OF AVAILABLE FUNDS AND REQUIREMENTS	3
PUBLIC BEACH AND COASTAL WATERFRONT ACCESS GRANT PROGRAM	4
2025-26 FUNDING SCHEDULE	4
ASSISTANCE COMPLETING THE APPLICATION	5
SUBMITTING THE APPLICATION	5
PROJECT COSTS	6
COSTS TO BUILD OR RENOVATE FACILITIES	6
COSTS TO ACQUIRE LAND	6
PLANNING AND INCIDENTAL COSTS	6
COSTS NOT TO BE INCLUDED IN A GRANT AWARD OR LOCAL MATCH	7
PROJECT DESIGN	7
DESIGNING FACILITIES FOR ADA	7
DESIGNING FACILITIES FOR RESILIENCY	8
PROJECT REQUIREMENTS	8
LAND ACQUISITION PROJECTS	8
SITE IMPROVEMENT PROJECTS.....	10
MAINTENANCE AT PREVIOUSLY FUNDED SITES PROJECTS.....	11
LOCAL CASH AND IN-KIND CONTRIBUTIONS	12
CASH CONTRIBUTIONS	12
IN-KIND CONTRIBUTIONS.....	13
TIER 1 COASTAL COMMUNITIES	15

NOTICE OF AVAILABLE FUNDS AND REQUIREMENTS

Overview: The primary objective of the Public Beach and Waterfront Access Grant Program is to provide pedestrian access to public beaches and public trust waters in the 20 coastal counties. Grant funds may be used for land acquisition and site improvement projects that are consistent with the state guidelines for public access in the coastal area ([15A NCAC 7M .0300](#)). Any facility constructed with these grant funds must meet state and federal guidelines for handicap accessibility. Information about past grants can be found on [DCMs website](#) and on the [Grants WebMap](#).

Funds available: The N.C. Division of Coastal Management (DCM) estimates that approximately \$3.1 million dollars will be available for public beach and coastal waterfront access projects in FY 2025-26.

Eligible applicants: The 20 coastal counties and municipalities therein that have public trust waters (ocean, estuarine or riverine waters) within their jurisdictions.

Anticipated contract period: Eighteen (18) months beginning between January and February 2026.

Maximum request: There is no limit on maximum request. However due to the limited funds available larger requests may be difficult to accommodate.

Match requirements: Local governments are encouraged to include their local contribution in their FY 2025-26 budget. Other state and federal funds are eligible for use to meet local match.

- Land Acquisition: Matching contributions must be at least 15% of the total project cost, except for [Tier 1 communities](#) whose matching contribution must be at least 10% of the total project cost.
- Site Improvements: Matching contributions for improvements to existing sites must be at least 25% percent of the total project cost, except for [Tier 1 communities](#) whose matching contribution must be at least 10% of the total project cost.
- Maintenance of Previously Funded Sites: Matching contributions must be at least 10% of the total project costs. Only [Tier 1 communities](#) are eligible for this project type.

Site control: The applicant must own or have at least a 25-year lease or easement on property where grant funds are used to build or renovate facilities, except where improvements are proposed on "Other Agency Lands". For Other Agency Lands, a local government may apply for a grant to fund improvements on property owned by a public-school administrative unit or a state or federal agency. The county or municipality must serve as the applicant for the project. Improvements must enhance public access to public trust waters and not just serve other recreational purposes.

Public use: Property acquired with a grant through the Public Beach and Coastal Waterfront Access Program must be retained and used for public access. Facilities built or renovated with grant funds must be maintained for public access for at least 25 years.

Notice of limitations and use restrictions: Acquired properties funded through the grant program will require recorded deed restrictions to be in place prior to reimbursement of grant funds. Land acquired with access funds shall be dedicated in perpetuity for public access and the benefit of the general public.

Application submittal: Submit one (1) digital copy of the pre-application via email to your DCM District Planner before 5:00 pm, Friday, April 15, 2024. Only pre-applications titled 2024-25 will be considered for funding.

Evaluation of applications: DCM will review the pre-applications and select a number of proposals for further consideration based on available funding, and the following criteria:

- Pedestrian access must be a major component of the project;
 - Pedestrian access provides access to the beach or estuarine shoreline and allows people to play, swim, and enjoy the shoreline.
- Community’s history of previous assistance from this grant program;
- Demonstrated need for the project due to high demand and availability and adequacy of opportunities in the area;
- Project is identified in a local beach or waterfront access plan or certified CAMA Land Use Plan;
- The commitment of matching funds meets or exceeds the minimum required local match; and
- The community has demonstrated its ability to complete previous projects and/or has demonstrated its ability to operate and maintain previously funded facilities.
- Priority will be given to:
 - Land acquisition projects, includes donated land deemed “unbuildable” due to regulations or physical limitations;
 - Projects whose site design exceeds ADA requirements; and
 - Projects whose site design incorporates resiliency via nature-based features to support, protect and enhance access improvements.

PUBLIC BEACH AND COASTAL WATERFRONT ACCESS GRANT
2025-26 FUNDING SCHEDULE

January 2025	The NC Division of Coastal Management sends pre-applications to local governments. Pre-applications are also available on DCM’s website .
April 15, 2024	Pre-applications are due by 5:00 pm to the applicant’s District Planner.
July 15, 2024	Final applications are due by 5:00 pm to the applicant’s District Planner.
August/September 2025	Final applicants notified whether their project has been selected for funding.
October/November 2025	Anticipated contract issuance.

ASSISTANCE COMPLETING THE APPLICATION

The Division of Coastal Management provides technical assistance to local governments. Contact your District Planner to discuss your application or project.

County	District Planner	Contact Info
Beaufort, Carteret, Craven, Currituck, Dare, Hyde and Pamlico	Rachel Love-Adrick 400 Commerce Ave. Morehead City, NC 28557	(252) 515-5403 rachel.love-adrick@deq.nc.gov
Bertie, Brunswick, Camden, Chowan, Gates, Hertford, New Hanover, Onslow, Pasquotank, Pender, Perquimans, Tyrrell and Washington	Mike Christenbury 127 Cardinal Drive Extension, Wilmington, N.C. 28405-3845	(910) 796-7475 mike.christenbury@deq.nc.gov

SUBMITTING THE APPLICATION

Submit one (1) digital copy of the pre-application via email to your DCM District Planner before **5:00 pm, Friday, April 15, 2024**. A pre-application is required for each site; proposals for improvements, maintenance, or land acquisition at multiple sites will require separate applications. Proposals that include both land acquisition and site improvements are to be submitted under separate applications. Only pre-applications titled 2025-26 Cycle will be considered for funding.

Electronic copies of the application are available on the N.C. Division of Coastal Management [website](#). To request a hard copy please contact your District Planner.

FINAL APPLICATIONS

Local governments whose proposals are selected will be invited by mid-May to submit a Final Application. A final application form will be provided with the notification.

Prior to submitting a Final Application, the local government shall hold a public meeting or hearing to discuss its proposal and consider comments prior to its decision to submit a Final Application for state funds.

Final Applications will be due on or before 5:00 pm on Thursday **August 15, 2024**.

PROJECT COSTS

Project costs submitted in the application will become the budget for the project. List all proposed project elements and the estimated cost of each element. All elements included in the project costs must be shown on the site plan, except for items such as grading, utilities, and planning. Round all project costs to the dollar.

Accurate cost figures are important, if the actual costs are more than those listed in the application, the local government will need to use its own funds to cover the difference.

COSTS TO BUILD OR RENOVATE FACILITIES

The importance of good estimates: If you receive a grant, you are expected to complete your project according to the cost estimates in your application. Obtain estimates from contractors, engineers or architects, who have experience in developing or designing access sites.

Consider the impact of inflation: Assume the project may be completed eighteen months after the grantee signs a contract with the state.

Be specific: Include specific units (sizes, numbers, lengths, etc.) for each item in the cost estimates. Include dimensions or square footage of all indoor or sheltered facilities. The intended use of enclosed structures, especially partitioned interior areas, must be identified. Also, include utilities and other infrastructure.

List all items proposed for funding and the estimated cost of each item. Where practical, identify costs separately for independent elements of the same type of facilities or improvements on the same site.

ADA accessibility: Any facility constructed with these grant funds must meet state and federal guidelines for handicap accessibility. Be sure to include accessible amenities and accessible routes between amenities in your project costs (see [Designing Facilities for ADA](#)).

Contingency: A contingency amount of 5% of the total cost to build or renovate a project may be included in the cost estimates (not required).

COSTS TO ACQUIRE LAND

Value of land: Use an appraisal or the assessed property tax value of land that you are planning to buy or that will be donated to the local governments (see [Land Acquisition Requirements](#)).

PLANNING AND INCIDENTAL COSTS

Eligible planning or incidental costs: Design, engineering, and planning costs to develop projects and other incidental costs to acquire land are only eligible for consideration as cash match or for reimbursement **after** the local government signs a contract with the state and **before** the contract end date. These expenses may be considered for in-kind match (see [In-kind Contributions](#)).

Planning costs: For projects to build or renovate facilities, the following costs are eligible: architectural and engineering fees, site plans, design and construction drawings, construction management, and preparing cost estimates.

Incidental land acquisition costs: Appraisals, title searches, surveys, and attorneys' fees can be included as incidental costs.

Limit on planning and incidental land acquisition costs: The sum of planning costs, incidental land acquisition costs, and the cost of preparing an application cannot exceed 20 percent of the total cost of the project. Exceptions may be made for Tier 1 jurisdictions with written approval from DCM.

COSTS NOT TO BE INCLUDED IN A GRANT AWARD OR LOCAL MATCH

Ineligible items: Tools, maintenance equipment, office equipment and indoor furniture.

Environmental assessments other than preliminary work associated with site planning and wetland delineation.

Remediation plans associated with contaminated sites. However, some costs of actual remediation or clean up may be eligible for in-kind match.

Restoration plans: Wetland restoration may be eligible for cash or in-kind match credit.

Attorney Fees: No fees for permitting, condemnation or other litigation will be considered.

PROJECT DESIGN

DESIGNING FACILITIES FOR ADA

Public Beaches must be accessible to people with disabilities. Beach facilities - such as parking lots, toilet rooms, and showers must be accessible and located on an accessible route. Be sure to include accessible amenities and accessible routes between amenities in your project costs. Accessible routes are continuous, unobstructed paths that provide the ability to access all aspects of the beach or water access sites. Any facility constructed with these grant funds must meet state and federal guidelines for handicap accessibility. Prior to closing out a project and receiving final payment of grant funds, the local building official will be required to provide a letter certifying compliance.

The resources below will help your community design a handicapped accessible facility. DCM recommends working with your project designer and building official to design a site accessible to people with disabilities.

- [Beach Access Routes Quick Fact Guide](#)
 - [Outdoor Recreation & Accessible Routes Quick Fact Guide](#)
 - [Heading to the Shore](#) Blog
 - Picnic Tables
- ADA Live! Podcast [Episode 10: Beach Access](#)
 - [ADA Standards for Accessible Design](#)
 - [ADA Accessibility Standards](#)
 - [Guide to the ADA Accessibility Standards](#) - This companion resource explains and illustrates provisions in the standards and includes a series of animations on accessibility.

- Going Beyond ADA - [Outdoor Developed Areas: A Summary of Accessibility Standards for Federal Outdoor Developed Areas](#) – while these Access Board standards for beach access currently apply only to Federally controlled beaches, they provide a good reference point for local governments that are working to improve access to their beaches.

DESIGNING FACILITIES FOR RESILIENCY

Communities are encouraged to explore and incorporate resiliency by incorporating nature-based features into the design of their beach or water access site if flooding or erosion is a concern. Pedestrian access must be a major component of the project, with nature-based features being used to support, protect, and enhance access improvements. Facilities built or renovated with grant funds must be maintained for public access for at least 25 years. Operation and maintenance are the responsibility of the local government.

Examples of nature-based features include dune plantings, rain gardens, green parking lots, living shorelines, living breakwaters, and wetland restoration.

See [Naturally RESILIENT Communities](#) and [Building Community Resilience with Nature-Based Solutions](#) for more information on nature-based features, and case studies to help your community identify appropriate designs.

PROJECT REQUIREMENTS

LAND ACQUISITION PROJECTS

Eligible projects: Purchase of land or easements for future public access facilities.

Land acquisition match: For land acquisition, local government match must be at least 15% of the total project cost. Total project costs include grant funding and local cash and non-cash in kind match. At least one-half (1/2) of the local contribution (7.5% of the total project cost) must be cash; the remainder may be in-kind. For [Tier 1 counties](#) and their respective municipalities, the local government contribution for land acquisition is 10% of the total project costs. At least one-half (1/2) of the local contribution (5% of the total project cost) must be cash; the remainder may be in-kind.

The following requirements apply to land to be acquired by fee simple title or easement.

The acquisition cost or fair market value of real property, including interest in donated lands, will be required to be based upon the appraisal of a licensed appraiser. Grant funds dispersed for acquisition cannot exceed the fair market value of the real property associated with the award. If the negotiated purchase price or a subsequent appraisal value is greater than the project cost as presented in the final application, the grantee must pay the additional cost.

Dedication for public access: Land acquired with Public Beach and Coastal Waterfront Access program funds shall be dedicated in perpetuity for public access and benefit of the general public, and the dedication shall be recorded in the local Register of Deeds by the grantee.

When to take title to land/leases/easements: All communities must sign a contract with the state *before* accepting a title/lease/easement to land that will be acquired using grant funds. This also applies to property that is donated to the local government.

A Contract for Purchase or a Loan Agreement may be accomplished prior to the effective date of a grant contract. Cash payments that occur prior to the effective date of the grant contract are not eligible for credit towards a cash match and are not reimbursable. The exception is when the intent is to use it toward in-kind match.

Is it urgent? Request a waiver

The grant cycle from pre-application to contract is approximately one year. DCM understands that land acquisitions can be time sensitive and may need to occur outside of a contract. If necessary, a local government can request a waiver to purchase land to be considered for funding under a future grant application. The local government acknowledges that the waiver does not indicate preferential treatment in grant selection or guarantee grant funding.

The waiver process is outlined below:

1. The local government submits a waiver application to DCM, the waiver application must be submitted and approved **prior** to the local government acquiring land. The waiver application must identify the proposed site and explain why the property must be acquired early due to factors beyond the local governments control.
2. DCM will review the wavier application. If approved, the waiver is effective for 18 months.
3. To be eligible for grant funding the local government must submit a pre-application for the land acquired with a waiver before the waiver expires, and the pre-application must be selected to submit a final application.
4. The local government must then submit a final application and be selected for grant funding.
5. Grant funding is not guaranteed until the local government has signed a fully executed contract with DEQ.

Buying now and building later: The local government may use the grant to acquire land with plans to make improvements later. The grantee has five years after closing out the contract to begin developing beach and water access facilities.

Property lease or easement: Arrangements must be for the life of the project (25 years).

Donated land/structures/bargain sale: See [Donations of Property and Services](#).

Property values and appraisals

To obtain an accurate cost for acquiring property, applicants are encouraged to obtain an appraisal for each parcel. This includes property that may have been acquired prior to the application deadline using an acquisition waiver.

Applicants may use the assessed property value from their county real estate tax office. This value is not as accurate as an appraisal. Accurate appraisals are important. If the applicant underestimates a property's value, the applicant will need to pay the difference with local funds.

A certified property appraisal will be required prior to grant reimbursement. A licensed appraiser is required to certify that the appraisal was completed using the [Universal Standard of Professional Appraisal Practices](#).

For property with a value more than \$500,000, two (2) certified appraisals will be required if the grant is approved. The State Property Office will review the appraisals and determine the value of the property.

Existing Capital Improvements: The appraisal must be for the value of the land and any existing structures that will be used for public access and recreational purposes. Only those improvements that will be used for public access and recreational purposes can be included in the cost of the property to be reimbursed with a grant. Please identify the value of each of these improvements and describe how they will be used at the proposed access site.

When may a formal appraisal not be necessary: With DCM's approval, the use of property value based on property tax assessment may be used only when all of the following is evident:

1. That the property owner will accept the tax appraisal assessment;
2. The proposal is not locally controversial;
3. The property is an unbuildable lot/remnant or of a small size or awkward shape;
4. The property is contiguous to existing publicly owned or controlled property, or FEMA buyout property; and,
5. The property has an estimated value of less than \$15,000.

Signage requirement: The community will be required to install CAMA public access signs at the project site(s). The State will provide these signs at no cost to the community.

SITE IMPROVEMENT PROJECTS

Eligible projects: Any facility constructed with these grant funds must meet state and federal guidelines for handicap accessibility. See [Designing Facilities for ADA](#).

Construction Projects

- Facilities such as ADA beach access mats, dune crossovers, boardwalks, and piers that provide pedestrian access to the water.
- Support facilities such as parking areas, restrooms and other facilities.
- Boat launch facilities - boat launch and ramp facilities, whether motorized or not, may be part of a project provided pedestrian access is still a major component of the project.
- Nature-based features may be part of a project provided pedestrian access is still a major component of the project, with nature-based features being used to support, protect and enhance access improvements.

Rehabilitation

- Handicap facilities - applicants are encouraged to submit proposals designed to enhance handicap accessibility at existing facilities.
- Urban waterfront access sites - improved public access to deteriorating or underutilized urban waterfronts through reconstruction or rehabilitation, such as the establishment or rehabilitation of boardwalk areas, shoreline stabilization measures such as the installation or rehabilitation of bulkheads, and the placement or removal of pilings for the purpose of public safety and increased access and use of the urban waterfront.
- Reconstruction or relocation of existing damaged public access facilities. Primarily for sites not originally funded by this program, or for improvements to any sites at least fifteen (15) years old.

Site improvements match: For site improvements and amenities, local government match must be at least 25% of the total project cost. Total projects costs include grant funding and local cash and in-kind match. At least one-half (1/2) of the local contribution (12.5% of the total project cost) must be cash; the remainder may be in-kind. For [Tier 1 counties](#) and their respective municipalities, the local government

contribution for site improvement and amenities is 10% of the total project costs. At least one-half (1/2) of the local contribution (5% of the total project cost) must be cash; the remainder may be in-kind.

Site control: The applicant must own or have at least a 25-year lease or easement on the property where improvements or renovated facilities will be located. Proposals that include the leasing or acquisition of easements as part of the total project cost must identify the estimated costs and assumptions used in the request proposal. Where property is owned or controlled by another governmental entity or agency, a Joint Use Agreement may suffice, subject to DCM approval.

Joint use agreement: A local government and a school system or state or federal agency must include a draft Joint Use Agreement with a Final Application. The agreement describes the hours of use of the facilities by the public and how the site will be maintained. DCM staff must approve the formal agreement prior to a reimbursement of grant funds. It is the grantee's responsibility to ensure that the agreement is acceptable to DCM/DEQ prior to expenditure of local funds to be reimbursed. Recording of the Joint Use Agreement may be required.

Placing utility lines underground: All utility lines funded with a grant award must be placed underground unless agreed to otherwise within the contract.

Required development permits: Required development permits: Receipt of a grant award through the Public Beach and Waterfront Access Program does not guarantee approval of a CAMA development permit or any other State or Federal permit. The local government or county is required to obtain all applicable permits for any development within an Area of Environmental Concern. Contact your DCM Field representative for guidance on applying for a CAMA Permit. NC rules also prohibit the self-issuance of CAMA permits or exemptions by local governments and counties with CAMA minor permitting programs - these must be issued directly by the NC Division of Coastal Management.

Signage requirement: The community will be required to install CAMA public access signs at the project site(s). The State will provide these signs at no cost to the community.

MAINTENANCE AT PREVIOUSLY FUNDED SITES PROJECTS

Eligible projects: repair and maintenance of access site facilities and amenities to ensure public health and safety. Repair and maintenance does not include activities such as trash removal, grounds keeping, or custodial services, nor can it be used to pay local government staff salaries. *This project category is available only to [Tier 1 communities](#).*

Site maintenance match: For maintenance at previously funded sites, the grantee match must be at least 10% of the total project cost. At least one-half (1/2) of the local contribution (5% of the total project cost) must be cash; the remainder may be in-kind.

Required development permits: Required development permits: Receipt of a grant award through the Public Beach and Waterfront Access Program does not guarantee approval of a CAMA development permit or any other State or Federal permit. The local government or county is required to obtain all applicable permits for any development within an Area of Environmental Concern. Contact your DCM Field representative for guidance on applying for a CAMA Permit. NC rules also prohibit the self-issuance of CAMA permits or exemptions by local governments and counties with CAMA minor permitting programs - these must be issued directly by the NC Division of Coastal Management.

Signage requirement: The community will be required to install CAMA public access signs at the project site(s). The State will provide these signs at no cost to the community.

LOCAL CASH AND IN-KIND CONTRIBUTIONS

In general, in-kind contributions are derived from resources already on hand or from donations, whereas cash contributions will be utilized to purchase new services or materials necessary for proper completion of the access project.

Criteria for claiming contributions: Cash and in-kind contributions may be claimed as part of the local government's match when such contributions meet all the following criteria:

1. Are provided for in the project budget approved by the Division of Coastal Management;
2. Are verifiable from the local government's records;
3. Are necessary and reasonable for proper and efficient completion of the project;
4. Are not included as contributions for matching any other state or federally assisted projects or programs, except where authorized by state or federal statute;
5. Use of other state or federal funds for local cash match must be identified to ensure that double matching does not occur;
6. Do not include N.C. state sales tax; and,
7. Conform to other provisions of these guidelines, as applicable.

CASH CONTRIBUTIONS

Local cash contributions may be claimed for the following accountable items: planning and project design fees, permit fees, land acquisition (including survey and appraisal), labor (other than local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period.

Site amenities: The cost of amenities purchased by the local government during the contract period may be included as part of the cash contribution if it is an integral part of the access facility or its construction as presented in the Final Application submitted to the Division of Coastal Management and specified in the contract. Examples include park benches, bike racks, water fountains, trashcans, and lights.

Construction equipment rental: If the local government must rent construction equipment to complete the proposed project, (such as front loaders, graders, or dump trucks) rental costs may be included as cash contribution.

State and federal funds: Other state and federal funds may be counted as cash match provided the funds are not being used as a match for other programs. Use of other state or federal funds for local cash match must be identified to ensure that double matching does not occur.

Attorney fees: Fees associated with the title opinion and other property transaction costs may be included as a cash contribution.

Fees: Fees for preparing a grant or permit proposal are not eligible.

IN-KIND CONTRIBUTIONS

Local in-kind contributions may be claimed for the following accountable items: project design fees, permit fees, land acquisition (including survey and appraisal), labor (including local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. Reasonable local government employee time can also be credited.

When property is leased to the local government for an annual fee, the first year's lease payment may be considered as in-kind contribution.

These costs must be incurred during the contract period, except as specifically indicated below:

Site assessments: Title opinions, property appraisals, boundary surveys, and wetland delineations associated with land acquisitions and site improvements may be counted toward in-kind match, provided the costs are incurred within three (3) years of the grant award date.

Permits: Project permit fees and design and engineering fees associated with permits that are expended prior to a grant contract may be counted toward non-cash in-kind match, provide the costs are incurred within three (3) years of the grant award date. Fees for preparing a grant or permit proposal are not eligible.

FEMA buyout properties: Property that was part of a FEMA buyout or other similar mitigation program is eligible for this grant program, provided the original conditions for the buyout are not in conflict with the proposed improvements. Use of the recent buyout property's value as in-kind match may be considered similarly as previously purchased or donated property. (See [Donations of Property and Services](#))

Volunteer services: Volunteer services eligible as in-kind contribution are limited to professional engineering and architectural services when those services are not found in the local government. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation, if approved by DCM. When an employer other than the local government furnishes the services of an employee, or when an individual contractor volunteers, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits, as described above), provided these services employ the same technical skill for which the employee is normally paid. *All volunteer services must be documented by signed invoice showing the billing rate for the service, number of hours, and a statement that the charges are forgiven.*

Excluded from volunteer services are prison labor, court-required community service and other work programs and volunteer civic groups.

DONATIONS OF PROPERTY AND SERVICES

Land/structures: If the local government has land that has recently been donated or that will be donated, or structures for an access facility, and the donation is allowed by the Division of Coastal Management to be counted as local contribution, the value of the donation for purposes of in-kind contributions shall be established by an independent licensed appraiser.

- The donor of the land must be a private organization or individual.
- The applicant must provide a five-year history of conveyance for the property.
- Land that is transferred to the community due to a statute or rule is not considered a donation.

Donation to, or acquisition of, the property/structure by the local government must have occurred within five (5) years of the grant award date to qualify as an in-kind match. A long-term easement (more than 25 years from the date of the grant award) of land may also be considered under this guideline.

Bargain sale: If a landowner is proposing to sell land to the applicant for less than the appraised value, the amount of the donation is the difference between the appraised value and the amount paid by the applicant. *Contact your District Planner if your project includes a bargain sale.*

Professional fees: If the usual fees of a licensed professional, such as an architect or engineer, are waived or donated to the local government for work associated with the access project, the fees may be claimed as in-kind contributions. Rates shall be consistent with local pay scales. Partial contribution of a fee (for example, the balance of a discount rate) will not be considered as in-kind match. *All volunteer professional services must be documented by signed invoice showing the billing rate for the service, the number of hours and that the charges are forgiven.*

Construction equipment: The use of privately owned construction equipment (graders, loaders, dump trucks, etc.) donated for construction of the access facility may be claimed as in-kind contribution. The use value of the rented equipment shall not exceed its fair rental value. Use of public agency equipment is not eligible for matching.

Building materials, site amenities and landscaping materials: Building materials (lumber, hardware, marl, etc.), site amenities (benches, bike racks, water fountains, etc.) and landscaping materials (plants, soil, timbers) donated to the project may be claimed as in-kind contribution. The value of any of these goods shall not exceed fair market value at the time of donation. To be eligible as an in-kind contribution, the building material, amenities or landscape materials must be an integral part of the original access project as presented in the final application.

TIER 1 COASTAL COMMUNITIES 2024-25

<i>County</i>	<i>Municipality</i>
Beaufort County	
	City of Washington
	Towan of Belhaven
	Town of Aurora
	Town of Bath
	Town of Chocowinity
	Town of Washington Park
Bertie County	
	Town of Askewville
	Town of Aulander
	Town of Colerain
	Town of Kelford
	Town of Lewiston-Woodville
	Town of Powellsville
	Town of Roxobel
	Town of Windsor
Chowan County	
	Town of Edenton
Gates County	
	Town of Gatesville
Hertford County	
	Town of Ahoskie
	Town of Cofield
	Town of Como
	Town of Harrellsville
	Town of Murfreesboro
	Town of Winton
Hyde County	
Onslow County	
	Town of Holly Ridge
	City of Jacksonville
	Town of North Topsail Beach
	Town of Richlands
	Town of Swansboro
Pasquotank County	
	Elizabeth City
Tyrrell County	
	Town of Columbia
Washington County	
	Town of Creswell
	Town of Plymouth
	Town of Roper



NORTH CAROLINA PUBLIC BEACH AND COASTAL WATERFRONT ACCESS PROGRAM

FINAL APPLICATION 2024-2025

Local Government: _____ Federal ID Number: 56- _____

Project Name: _____

Brief Project Description:

<p>Local Government Project Administrator</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>City, State, Zip: _____</p> <p>Telephone: _____</p> <p>Email: _____</p>	<p>Lead Elected Official</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>City, State, Zip: _____</p> <hr/> <p>Type of Project (choose one):</p> <p>Land Acquisition Site Improvement Site Maintenance</p>
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<p>Costs rounded to nearest dollar:</p> <p>Grant funds requested: \$ _____ .00</p> <p>Local government's matching funds: \$ _____ .00</p> <p> Cash Match: \$ _____ .00</p> <p> In-kind Match: \$ _____ .00</p> <p>Total cost of project: \$ _____ .00</p>	<p>Site Control (check all that apply):</p> <p>Owned by local government</p> <p>To be obtained with this land acquisition project</p> <p>Land acquired under an approved waiver.</p> <p>Expiration date: _____</p> <p>Leased by applicant for 25 years or more</p> <p>Easement by applicant for 25 years of more</p> <p>Owned by other State, Federal, or government agency with a Joint Use Agreement.</p>
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Local Government Approval: Each grant application must be reviewed and approved by the local governing board at a duly advertised public hearing or meeting. Provide a memorandum resolution, or copy of the minutes indicating the board's action on the application.

Date of Public Hearing or Public Meeting: _____

Certification

I hereby certify the information contained in the attached application is true and correct and the required matching funds will be available during the project period.

_____ _____ *Barton Grover*

Print or Type Name Title Signature

Provide the following ATTACHMENTS and NARRATIVE:

1. **Site location maps:** Provide a regional location map and a detailed vicinity map (street map) showing the location of the proposed project. Include a north arrow, and legible street names.
2. **Parcel information:** Provide the following information for each parcel.
 - A. Attorney's Certification of Site Control
 - B. Name and address of owner
 - C. Project site address
 - D. Lot dimensions/Acreage
 - E. Adjacent water body and length of shoreline. Include NC Division of Water Resources [Surface Water Classification\(s\)](#).
 - F. Applicable setbacks (zoning, CAMA, DOT, other) and local zoning and Future Land Use Map designation(s)
 - G. Deed number, book, page and date
3. **Site description:** Provide a description of the site where the project will be located, including natural features, uses on adjacent lots, and existing improvements. Include an evaluation of the sites appropriateness for public access and proximity to closest/other access sites.
4. **National Flood Insurance Program Floodways & Non-encroachment Areas:** Indicate if the project site or improvements are located in Floodway or Non-encroachment area per 40 C.F.R. § 60.3(d)(3). If the project or improvements are located in one of these areas, additional engineering studies may be needed.
5. **For land acquisition:** Provide a boundary survey indicating land area, along with a preliminary appraisal and a letter of intent to sell from the property owner. The community has five years to begin developing beach and water access facilities on an acquired site. Provide a "Plan for Future Development" to include: a description of how the public will be able to use the site until improved access facilities are in place; a conceptual site plan showing proposed future development; and a timeline for developing the site.
6. **Project description for site improvements:** Provide a description of the access facilities to be built, including information on features, and materials.
7. **Project site plan:** Provide a to-scale site plan showing property lines (label existing uses on adjacent lots), proposed site improvements, existing facilities, and significant natural features.
 - Include a legend, north arrow and graphic scale.
 - Improvements shown as an overlay on aerial photos may also be submitted as a supplement to but not in lieu of a site plan.
 - Provide to-scale building elevations and floor plans as applicable.
8. **List the types and sources of utilities proposed; and identify associated costs on Project Budget.** *Note above ground utilities must be identified.*

9. **ADA requirements:** Does this project meet ADA requirements? If yes, describe the handicapped accessible features of this project. If no, describe why a handicapped accessible facility is impracticable and outline how handicapped accessibility needs are met within the area. See [Designing Facilities for ADA](#) in the application packet.
10. **Exceeding ADA requirements:** Does this project exceed ADA requirements? If yes, describe the handicapped accessible features that exceed ADA requirements.
11. **Project justification:** Explain why the project is needed and how it will benefit your community.
12. **Project description for maintenance of a previous funded sites:** describe the repair and maintenance being proposed. Describe why repairs and maintenance are needed at this site.
13. **Is this project identified as high local priority in your certified Future Land Use Plan or local Access Plan?** *If yes, attach a brief description of the plan and a statement of the extent to which the project implements the policies of the plan.*
14. **Is this project reflected in other policy documents or ordinances?** *If yes, attach a brief description of the document or ordinance and a statement of the extent to which the project implements goals of the document or ordinance.*
15. **Pre-project tasks:** Identify tasks that must be completed prior to starting the project
16. **Permits:** List all necessary permits and/or certifications.
17. **Previous Grants:** Have you previously received an Access Grant from DCM at this site? See the [map of previously awarded grants](#). If yes, list the grant(s) by year.
18. **User Fees:** Is a user fee charged at this site? Do you charge user fees at any other DCM funded sites? If yes to either of these questions, provide the most recent annual accounting report as required by [15A NCAC 07M .310\(d\)](#).

Project Budget

This form must be completed and included with your application. Round project costs to the dollar.

If available, attach a detailed breakdown of the cost assumptions upon which the Project Budget is based. Proposals that include this information increase their likelihood of funding.

Project Elements	Grant	Cash Match	In Kind	Total
Land Acquisition Costs				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Permit and Design Fees				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Site Improvement Costs: Materials				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Site Improvement Costs: Labor				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Local Administrative Costs				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$

Totals	\$	\$	\$	\$
Match Percentages	%	%	%	%

Proposed Local Match

Local Government: _____ **Project Name:** _____

Instructions: Use the form below to show the sources of your matching funds. Indicate if these funds are currently available or are the funds yet to be approved. If funds are yet to be approved, list the date for approval. If applicable, provide additional narrative related to in-kind match and/or state/federal funds.

Applicants are encouraged to include their local contribution in their budget.

Source of Matching Funds			
Type of Matching Funds	Amount of Funds	Funding Source	Availability (Month/Year)
	\$		
	\$		
	\$		
	\$		
	\$		
Total Matching Funds:	\$		

Additional Narrative:

Provide narrative explaining the relevance of proposed in-kind match to the project.

If other state and/or federal funds are to be used as local match, indicate the specific project elements that will qualify for joint funding. How viable is the project if complementary funding from another program is not secured?

Project Timeline

The project timeline establishes benchmarks during the project period to ensure timely completion. Progress monitoring occurs at 6-month intervals over the 18-month contract. We recognize that unexpected events may require adjustments to the timeline. The schedule is meant to be an aid for measuring the progress of the project and a guide to making adequate contract adjustments when necessary.

Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Return Contract																		
Land Acquisition																		
Permitting Process																		
Land Preparation																		
Construction																		
Landscaping																		
Final Inspection																		
Close-Out																		

Project Reporting Periods

PROJECT SCHEDULE AND ACTIVITIES CHART

Provide an outline of the projects schedule and activities to be completed in each 6-month period of the 18-month project. Include the amount of grant and local funds proposed to be spent in each project period. Include a 10% holdback of the total grant award in the third reporting period. Do not include the non-cash match.

Total Grant Funds: \$ _____ + Total Local Funds: \$ _____ = Total: \$ _____

PROJECT PERIOD 1

<p>Grant funds to be spent \$ _____</p> <p>Local Funds to be spent \$ _____</p>	<p>Work to be completed ____%</p> <ul style="list-style-type: none"> • • • • •
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PROJECT PERIOD 2

<p>Grant funds to be spent \$ _____</p> <p>Local Funds to be spent \$ _____</p>	<p>Work to be completed ____%</p> <ul style="list-style-type: none"> • • • • •
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PROJECT PERIOD 3

<p>Grant funds to be spent \$ _____</p> <p>Local Funds to be spent \$ _____</p>	<p>Work to be completed ____%</p> <ul style="list-style-type: none"> • • • • •
---	---

Attorney’s Certification of Site Control for Site Development Projects

Instructions: An attorney must certify that the local government has control of the entire site of a proposed development project for providing public access. One form per parcel must be submitted with the Final Application.

Exception: This certification is not required for applications only proposing land acquisition or applications proposing to acquire the site of a proposed development project.

Local Government: _____

Project Name: _____ Parcel ID # _____

Address: _____ City _____

1. Type of Site Control: Indicate the type(s) of control the applicant has for the project site.

<input type="checkbox"/> Fee Simple Title	Entire Site (Acres): _____ Portion of site (Acres): _____
<input type="checkbox"/> Lease (25 years or longer)	Entire Site (Acres): _____ Portion of site (Acres): _____
<input type="checkbox"/> Easement	Entire Site (Acres): _____ Portion of site (Acres): _____

2. Limitations, Conditions or Encumbrances:

- No limitations, conditions, or encumbrances
- Limitations, conditions, or encumbrances
 - a. For property owned or to be owned by the local government, describe all easements or encumbrances.
 - b. Describe any conditions or limitations in current or proposed leases, easements or use agreements. Include restrictions on the local government’s use of the site or the rights to be reserved by the landowner that may impact the local government’s ability to complete the project in a timely manner and/ or provide for public use for at least 25 years. Attach additional pages if needed.

3. Attorney’s Certification

I have reviewed the site of the proposed project identified on this page and certify that the information provided above is accurate to the best of my knowledge.

Name: (Printed/typed): _____

Title: _____ NC Bar #: _____

Signature: _____ Date: _____



NORTH CAROLINA COASTAL MANAGEMENT

Public Beach and Coastal Waterfront Access Program

CW53579 Dare County – Old Lighthouse Restrooms FY2024-2025

Local Government: Dare County

Federal ID #: 56-6000293

Local Project Administrator:
Barton Grover, Grants & Waterways
Admin.

barton.grover@darenc.gov

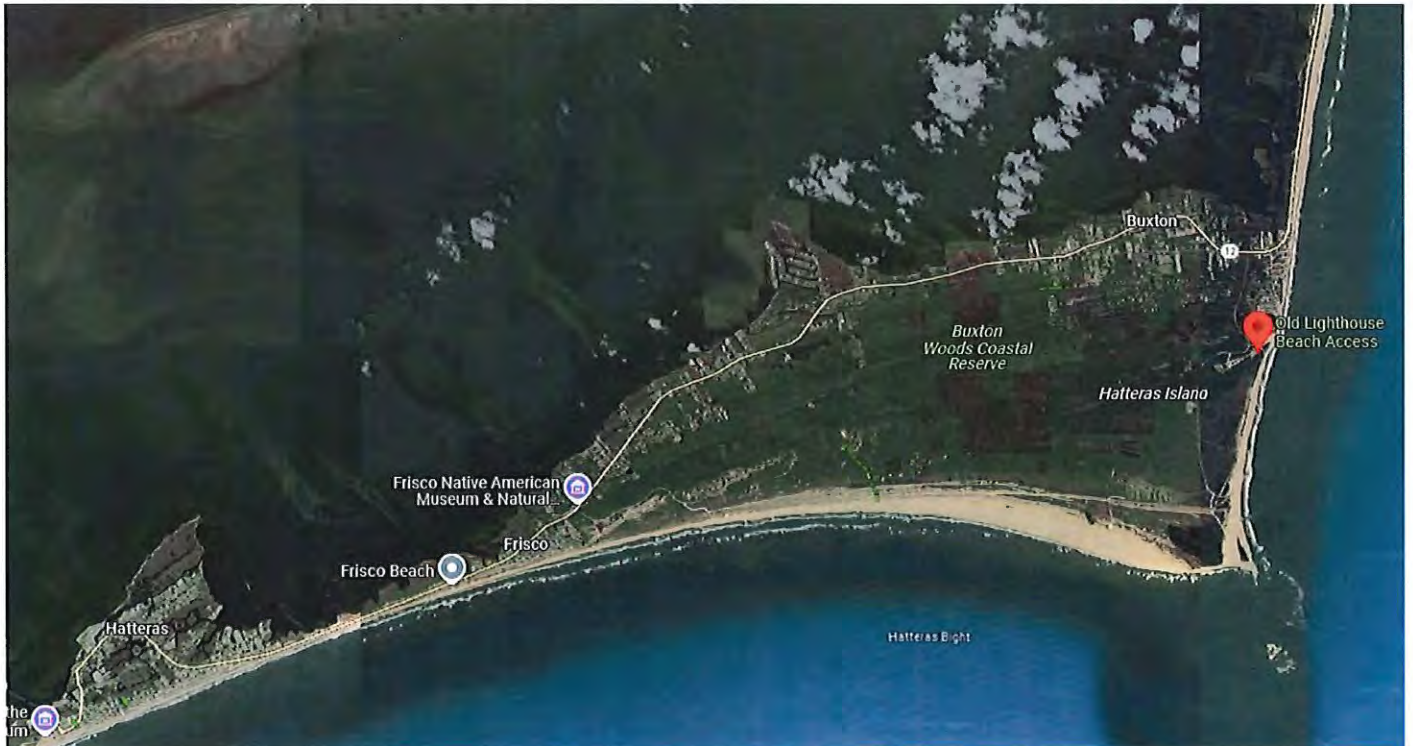
Phone: 252-475-5628

Site Location/ Address: The project is located on Dare County Tax Parcel 016831001. This property is owned by the US Federal Government and managed by the National Park Service as part of the Cape Hatteras National Seashore. The project will take place at the existing Old Lighthouse Beach Access in Buxton (located at the end of Old Lighthouse Road; Old Lighthouse Road, Buxton, NC, 27920).

Project Description: Installation of a prefabricated, concrete restroom facility to include four unisex/gender neutral/family facilities with flushing fixtures, exterior showers, and a privacy screen. The prefabricated facility does not include shower components as is – those would be built and added by National Park Service maintenance staff.

Site Description: The project is an existing public access site with port-o-potties being the only amenities.

A. REGIONAL LOCATION MAP



B. VICINITY MAP

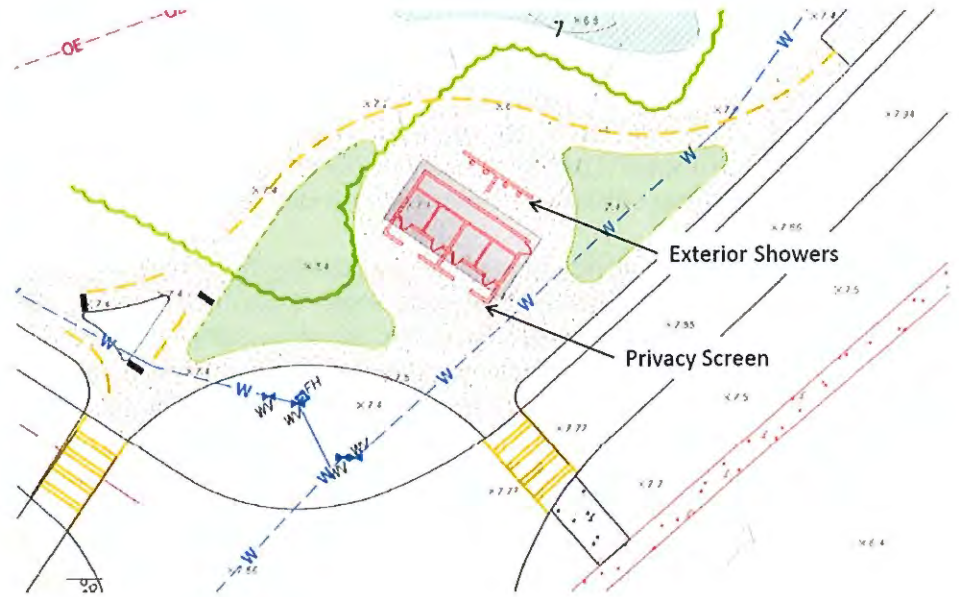


- C. **PROJECT SITE PLAN:** Below is the Project Site Plan submitted by the local community. The site plan is provided for reference only. Only those improvements specifically mentioned in the Project Description will be considered under the grant award.

Beach Plaza with Restroom

Restroom Program

- 4-Unisex/Family Facilities
- Flushing Fixtures
- Vandal Resistant
- Exterior Showers
- Privacy Screen
- Resilient and Aesthetic Concrete Structure Designed to Withstand
 - Flooding
 - Wind
 - Rain



D. OTHER REQUIREMENTS, GUIDANCE AND CONDITIONS:

1. Costs ineligible for grant award reimbursement or local match, unless specifically included in project description:
 - a. Environmental Assessments other than preliminary work associated with site planning and wetland delineation.
 - b. Remediation Plans associated with contaminated sites. However, some costs of actual remediation or clean up may be eligible for non-cash in-kind match.
2. Other state and federal requirements:
 - a. All utility lines funded with a grant award must be placed underground unless otherwise agreed to within the contract.
 - b. All facilities funded with a grant award must comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Prior to closing out a project and receiving final payment of grant funds, the local building official will be required to provide a letter certifying compliance.
3. Project signage, retention of use, and operation and maintenance:
 - a. The community is required to install CAMA public access signs at the project site(s). The State will provide these signs at no cost to the community.
 - b. Any future improvements, modifications, or changes to the project site are required to be subject to full review and approval by DEQ/DCM. This can include any changes that require permits or any modifications (reductions or additions) to recreational amenities. Unapproved changes to the project site may be or can be the cause for DEQ to seek repayment of previously granted funds for site acquisition and improvements.
 - c. The community is required to allow the inspection of property and facilities acquired or in development pursuant to the grant award by DEQ/DCM to ensure work progress is in accordance with the grant award, including a final inspection upon project completion.
 - d. Development plans and specifications are required to be available for review by DEQ/DCM upon request. All significant deviations from the project proposal outlined in the grant award will be required to be submitted to DEQ/DCM for prior approval.
 - e. The acquisition cost or fair market value of real property, including interest in donated lands, is required to be based upon the appraisal of a licensed appraiser. The reports are required to be provided for review and acceptance by DEQ/DCM. Grant funds dispersed for acquisition cannot exceed the fair market value of the real property associated with the award.
 - f. Any tract or parcel of, or interest in, real property subject to being purchased under the provisions of the grant award that is determined by DEQ/DCM for any reason not to be suitable can be the basis for all obligations of the State to cease with regard to the property associated with the award.
 - g. Retention of Use: Any property acquired or developed with grant assistance is required to be retained and used for public access. The community is required to agree to transfer title to any real property acquired with the grant funds to DEQ if the local government uses the property for a purpose other than public access; or the local government shall reimburse the State with an equal percentage of access grant funds, at current market value.
 - h. Operation and Maintenance: The community is required to agree to operate and maintain solely at its own expense, insofar as it is legally empowered to do so, for as long as they exist, the facilities and areas covered by the grant award contract. Acquired or developed property is required to be operated and maintained as follows:
 1. The property must be maintained in such a manner that DEQ/DCM finds it to appear attractive and inviting to the public.
 2. Sanitation must be kept at reasonable standards for public use. Fire protection and other similar services must be maintained in accordance with applicable state and local public health standards.

3. Properties must be kept reasonably safe for public use. The community will determine the level of maintenance and supervision necessary to maintain the facility in a safe condition.
 4. Buildings, roads, and other structures and improvements must be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration and not to discourage public use.
 5. Buildings, roads, and other structures and improvements must be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
 6. Reasonable user fees may be assessed, as long as those fees are used exclusively for the operation and maintenance of the access facility and/or other public access facilities within the local jurisdiction. Local governments shall provide biannual accounting reports for fees generated by CAMA-funded access sites. Accounting reports may be included in Biannual LUP Implementation Status Reports required under 15A NCAC 7L.0511.
- i. Reasonable Use Limitations: The use of property acquired or developed with grant assistance may not be changed from that proposed and approved in the grant award, unless approval is obtained from DEQ/DCM. The community may impose reasonable limits on the type and extent of use of areas and facilities acquired or developed with grant assistance when such a limitation is necessary for maintenance or preservation. All limitations will be required to be in accord with the applicable grant contract.
 - j. Use of Proceeds of Sales of assisted areas and facilities: The proceeds of sale of assisted areas and facilities will be required to be held by DEQ/DCM or community and be disposed of only in accordance with a plan approved by DEQ/DCM.
4. Notice of Limitations of Use and Restrictions: The community and/or owner of the real property acquired or improved with grant funds awarded is required to file in the office of the local Register of Deeds a Notice of Limitation of Use and Restrictions that sets forth the land-use restrictions outlined in the grant award contract and to provide a copy to DEQ/DCM.
 5. Acquisition and Development of the Site: Following acquisition, the Grantee has five years to begin developing facilities that ensure the site is useable for public access. Prior to closeout, a 'Plan for Future Development' must be provided which describes how the public will be able to use the site for public access until facilities are provided. A conceptual site plan showing proposed facilities and a timeline for development. Failure to ensure the property is accessible for public access after five years will be the basis for meeting Section D. Condition 3 (g).

Local Government: Dare County
Project: Old Lighthouse Restrooms

D. BUDGET SUMMARY

Project Elements	Grant	Cash Match	In Kind	Total
Land Acquisition Costs				
N/A	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Permit and Design Fees				
Engineering & State Fees	\$	\$15,000.00	\$	\$15,000.00
	\$	\$	\$	\$
	\$	\$	\$	\$
Site Improvement Costs: Materials				
Base price for prefabricated restroom facility	\$114,010.00	\$29,700.00	\$	\$143,710.00
Added cost open market options	\$	\$89,300.00	\$	\$89,300.00
Custom options	\$	\$ 100,000	\$	\$ 100,000
Site Improvement Costs: Labor				
Estimated one-way transportation costs to site	\$	\$15,000.00	\$	\$15,000.00
Site prep and shower fabrication and installation	\$	\$30,000.00	\$	\$30,000.00
	\$	\$	\$	\$
Local Administrative Costs				
N/A	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$

Totals	\$ 114,010.00	\$ 279,000.00	\$0.00	\$393,010.00
Match Percentages	21 %	79 %	%	100 %

Below is the Project Timeline for improvements under the grant award. Progress monitoring will occur at 6-month intervals for the duration of the 18-month contract. Adjustments to the timeline will require approval by the Contract Administrator.

F. PROJECT SCHEDULE & ACTIVITIES CHART

This chart illustrates grant and local cash match amounts tied to deliverables per project period. Local funds must be spent before drawing down grant funds. Non-cash match is not illustrated or represented in this chart. However, non-cash match documentation must still be reported at the time of project closeout.

Provide an outline of the projects schedule and activities to be completed in each 6-month period of the 18-month project. Include the amount of grant and local funds proposed to be spent in each project period. Include a 10% holdback of the total grant award in the third reporting period. Do not include the non-cash match.

Total Grant Funds: \$ 114,010 + Total Local Funds: \$ 279,000 = Total: \$ 393,010

PROJECT PERIOD 1	
Grant funds to be spent \$ _____ Local Funds to be spent \$ _____	Work to be completed <u>5</u> % <ul style="list-style-type: none"> • Funding secured by Dec. 31, 2024. Month 1: Return Grant Contract • Months 2-4: NPS advertises bid & selects qualified contractor • • •
PROJECT PERIOD 2	
Grant funds to be spent \$ <u>102,609</u> Local Funds to be spent \$ <u>199,000</u>	Work to be completed <u>50</u> % <ul style="list-style-type: none"> • Months 5-6: Site prep including septic and concrete foundation • \$253,010.27 for pre-fabricated structure, fees, and transportation • 10% withholding (\$11,401) until project completion • •
PROJECT PERIOD 3	
Grant funds to be spent \$ <u>11,401</u> Local Funds to be spent \$ <u>80,000</u>	Work to be completed <u>100</u> % <ul style="list-style-type: none"> • Months 7-8 Pre-fabricated structure delivered to project site, conn • Secure structure to foundation and utility connection • Month 8: Construction of shower facilities • Month 9-10: Landscaping & Closeout •

G. PROJECT/CONSTRUCTION/PROCESSES/REPORTING BY THE APPLICANT

1. The project will be required to be completed consistent with 15A NCAC 7M SECTION .0303 are all deliverables outlined in the "Project Schedule and Activities Chart".
2. The DEQ/DCM will withhold the initial payment of grant funds until the community has documented expenditure of the local cash match sum. The in-kind services match is to be documented by the community and delivered to DCM with contract closeout materials.
3. Consistent with the "Project Schedule & Activities Chart", the community will be required to submit reports as to the status and progress of the project. The local District Planner (Contract Administrator) will provide the periodic and final closeout report form templates.
4. Grant funds will not be disbursed until a Title Opinion for the site has been submitted to and approved by the local District Planner/Contract Administrator. *See Email Attachment NO*
5. No construction credited towards the grant is to occur prior to the receipt of all required local, state, and federal permits. Coordination with permitting agency personnel will be required to assure the least amount of impact on coastal resources.
6. If the community subcontracts with a company engaged in another project(s) for the locality, all accounting and reporting specific to the project associated with the grant award will be required to be wholly separate from that of the other project(s).

Reimbursement of project cost:

7. Actual payments of the award will be based on the local District Planner/Contract Administrator's approval of a monitoring report. Final requisitions and invoices for payment will be required to be received by DCM within 30 days after the end of the grant contract period. Upon approval of the closeout packet, the State will release the final 10% as provided for in the contract.
8. The community is required to maintain and make available to DEQ/DCM upon request all bid documents and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DEQ/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and property of all costs incurred under the grant award for a period of six years following project completion, or until an audit has been completed, whichever is later. All accounting records and supporting documents must clearly display the project's contract number assigned by the State.
9. Community will be required to agree to refund to DEQ/DCM, subsequent to an audit of the project financial records by DEQ/DCM, any funds not expended in compliance with the grant contract.
10. **Cash and Non-Cash In-kind Contributions (General):** Cash and in-kind contributions may be claimed as part of the local government's match when such contributions meet all of the following criteria:
 - a. Are provided for in the project budget approved by DCM;
 - b. Are verifiable from the local government's records;
 - c. Are necessary and reasonable for proper and efficient completion of the project;
 - d. Are not included as contributions for matching any other state or federally assisted projects or program, except where authorized by state or federal statute;

- e. Use of other state or federal funds for local cash match must be identified to ensure that double matching does not occur;
- f. Do not include N.C. state sales tax; and
- g. Conform to other provisions of these guidelines, as applicable.

In general, in-kind contributions are derived from resources already on hand or from donations, whereas, cash contributions will be utilized to purchase new services or equipment necessary for proper completion of the access project.

11. Cash Contributions: Local cash contributions may be claimed for the following accountable items: planning and project design fees, permit fees, land acquisition (including survey and appraisal), labor (other than local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period.
12. Site Amenities: The cost of other amenities purchased by the local government during the contract period may be included as part of the cash contribution if it is an integral part of the access facility or its construction. Examples include park benches, bike racks, water fountains, trashcans and lights.
13. Rental of Construction Equipment: If the local government must rent construction equipment to complete the proposed project, such as front loaders, graders or dump trucks, rental costs may be included as cash contribution. The purchase of tools, maintenance equipment, office equipment and indoor furniture are not eligible for reimbursement with grant funds. (Also see 17b below)
14. State and Federal Funds: State and federal funds may be counted as cash match, provided the funds are not being used as a match for other programs. Such funds must be identified within the project budget chart. Local government employee salaries do not qualify as cash match, but may be counted toward non-cash in-kind match.
15. In-kind Contributions: Local in-kind non-cash contributions may be claimed for the following accountable items: project design fees, permit fees, land acquisition (including survey and appraisal), labor (including local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period, except as specifically indicated below.
 - a. Site Assessments: Title opinions, property appraisals, boundary surveys, and wetland delineations associated with land acquisitions and site improvements may be counted toward in-kind match, provided the costs are incurred within three (3) years of the grant award date. Please note the District Planner/Contract Administrator can require a more current appraisal.
 - b. Donations of Property and Services: Land/Structures - If the local government has land that has recently been donated or that will be donated, or structures for an access facility, and the donation is allowed by DCM to be counted as local contribution, the value of the donation for purposes of in-kind contributions shall be established by an independent licensed appraiser. The donor of the land must be a private or non-profit organization, or individual. The community must provide a five-year history of conveyance for the property. Land that is transferred to the community due to a statute or rule is not considered a donation. If a landowner is proposing to sell land to the community for less than the appraised value, the amount of the donation is the difference between the appraised value and the amount paid by the applicant. Donation to, or acquisition of, the property/structure by the local government must have occurred within five (5) years of the grant award. A long-term easement (more than 25 years from the date of the grant award) of land may also be considered under this guideline.

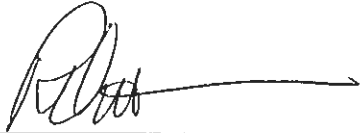
- c. Property Lease: Lease arrangements must be for the life of the project (generally 25 years). When property is leased to the local government for an annual fee, the first year's lease payment may be considered as in-kind contribution.
 - d. Professional Fees: If the usual fees of a licensed professional, such as architects and engineers, are waived or donated to the local government for work associated with the access project, the fees may be claimed as in-kind contributions. Rates shall be consistent with local pay scales. Partial contribution of a fee (for example, the balance of a discount rate) will not be considered as in-kind match. All volunteer services must be documented by invoice showing the billing rate for the service and the number of hours, and that the charges are forgiven.
 - e. Construction Equipment: The use of privately-owned construction equipment (graders, loaders, dump trucks, etc.) donated for construction of the access facility may be claimed as in-kind contribution. The use value of the rented equipment shall not exceed its fair rental value.
 - f. Building Materials, Site Amenities and Landscaping Materials: Building materials (lumber, hardware, marl, etc.), site amenities (benches, bike racks, water fountains, etc.) and landscaping materials (plants, soil, timbers) donated to the project may be claimed as in-kind contribution. The value of any of these goods shall not exceed fair market value at the time of donation. To be eligible as in-kind contributions, the building material, amenities or landscape materials must be an integral part of the original access project as presented in the Final Application submitted to DCM and specified in the contract.
16. FEMA Buyout Properties: Property that was part of a FEMA buyout or other similar mitigation program is eligible for this grant program, provided the original conditions for the buyout is not in conflict with the proposed improvements. Use of recent buyout property's value as non-cash in-kind match may be considered similarly as previously purchased or donated property.
17. Volunteer Services: The eligibility of volunteer services as in-kind contribution is limited to professional engineering and architectural services when those services are not found in the local government. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation, if approved by DCM. When an employer other than the local government furnishes the services of an employee, or when an individual contractor volunteers, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits, as described above), provided these services employ the same technical skill for which the employee is normally paid. All volunteer services must be documented by signed invoice showing the billing rate for the service, number of hours, and a statement that the charges are forgiven.
- a. Excluded from volunteer services are prison labor, court-required community service and other work programs, and volunteer civic groups.
 - b. In those instances, in which the required skills are not found in the local government, or for other activities specifically approved by DCM, rates shall be consistent with those paid for similar work in the labor market in which the local government competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
18. Site Control: The applicant must own or have at least a 25-year lease or easement on the property where improvements or renovated facilities would be located. The community must submit copies of the deed or of the signed lease or easement, as well as the opinion by the community's attorney, regarding site control as part of the Final Application submittal. *Proposals that include the leasing or acquisition of easements as part of the total project cost must include them in both the project description and budget chart.* Leases and easements shall be recorded in a similar manner as Section D., Condition 4.

- See email/Attachment PO

19. Joint-Use Agreement: Where property is owned or controlled by another governmental entity or agency, a joint-use agreement may suffice, subject to approval of DEQ. (Also see Section G., Condition 18)

20. When to Take Title to Land/Leases/Easements: All communities must sign a contract with the State before accepting title/lease/easement to land that will be accomplished using grant funds, unless otherwise approved by DCM. This also applies to property that is donated to the local government. The exception is when the intent is to use it toward non-cash match.

H. SIGNATURE

Signature:  _____
Title: County Manager/Attorney _____
Date: 9/16/24 _____



Barton Grover <barton.grover@darenc.gov>

Lighthouse Restroom Access Projects

Love-Adrick, Rachel A <rachel.love-adrick@deq.nc.gov>
To: Barton Grover <barton.grover@darenc.gov>

Wed, Oct 2, 2024 at 3:43 PM

Hi Barton –

I've answered the questions below. I appreciate the questions and I am going to revisit our documentation to clarify the use of a Joint Use Agreement.

Please let me know if you have any further questions.

Rachel

Rachel Love-Adrick (she/her)

District Planner, Division of Coastal Management

North Carolina Department of Environmental Quality

Office: (252) 515-5403

rachel.love-adrick@deq.nc.gov

-

Need to find a Public Beach/Water Access? Click [HERE](#)

Click [HERE](#) to Find the DCM Field Rep in your CAMA region.



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-

From: Barton Grover <barton.grover@darenc.gov>
Sent: Wednesday, October 2, 2024 2:32 PM

To: Love-Adrick, Rachel A <rachel.love-adrick@deq.nc.gov>

Subject: [External] Re: FW: Lighthouse Restroom Access Projects

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Rachel,

I know the form is not the contract, but will be attached to the contract so my County Attorney had a couple questions/modifications.

Page 8 #4 related to Title Opinion and distribution of grant funds. If the Title Opinion states the Park Service owns the property and we have a joint use agreement, does that satisfy that requirement? [Yes, this would suffice for reimbursement. The Title Opinion would then become part of the official grant file as proof that the Park Service has site control of the property where the project was constructed.](#)

Page 10 #18 This does not speak to the Joint Use Agreement. I know you said it is rare there are joint use agreements, so it is often not recognized in documents. But, if someone a couple years down the line denies our reimbursement, we would not have a leg to stand on because this paragraph states we need lease or easement which we won't have. [In this case we would apply Page 11 #19 - "Joint Use-Agreements: Where property is owned or controlled by another governmental entity or agency, a joint-use agreement may suffice, subject to approval of DEQ. \(Also see Section G., Condition 18\)"](#)

[Quoted text hidden]

[Quoted text hidden]



County of Dare

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5000

Rachel Love-Adrick
District Planner
Division of Coastal Management
North Carolina Department of Environmental Quality

RE: North Carolina Public Beach and Coastal Waterfront Access Program

I am providing this letter in lieu of the Attorney's Certification of Site Control for the proposed project, "Accessible Public Restroom and Shower Facilities at Old Lighthouse Beach in Buxton, NC." The project will be located on Dare County Tax Parcel 016831001. This property is owned by the United States Federal Government and managed by the National Park Service as part of the Cape Hatteras National Seashore.

As per DCM requirements, where property is owned or controlled by another governmental entity or agency, a Joint Use Agreement may suffice, subject to DCM approval. The attached Joint Use Agreement between Dare County, National Park Service, and Outer Banks Forever details the proposed agreement between the parties and maintenance of the improvements for 25 years.

Further information on the property and Cape Hatteras National Seashore is attached. Please advise if any further information is required.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Outten", is written over a large, faint, circular watermark of the County of Dare seal.

Robert L. Outten
County Manager
County Attorney
Dare County

**Agreement Between the National Park Service – Outer Banks Group,
Dare County, and Outer Banks Forever**

This Agreement is between Dare County (the "County"), the National Park Service (the "NPS"), and Outer Banks Forever (the official nonprofit partner of the three Outer Banks national parks) for the development of a new accessible restroom and shower facility at the Old Lighthouse Beach access in Buxton, North Carolina.

Access to clean and accessible restroom and shower facilities is essential for enhancing visitor experiences and promoting public health and safety. The proposed project addresses a critical need at Old Lighthouse Beach, ensuring that all visitors, including those with disabilities, can enjoy the natural beauty of the Outer Banks comfortably and without barriers.

The NPS owns and manages the public beach access at Old Lighthouse Beach in Buxton, NC (the "Property"), located within the County. The NPS and Outer Banks Forever desire to improve the Property to enhance the visitor experience by providing necessary amenities that are inclusive and accessible to all.

The North Carolina Department of Environmental Quality's Division of Coastal Management Beach & Waterfront Access Grant program ("Grant") provides matching grants to local governments for projects to improve pedestrian access to the state's beaches and waterways. The County is willing to apply for the Grant to support the partners named in this Letter of Collaboration in the construction of the new accessible public facilities at the Property. The NPS will be responsible for all aspects of the liabilities associated with the use of the area, the improvements, and the long-term maintenance and repair of the improvements.

The County, the NPS, and Outer Banks Forever wish to agree on certain aspects of their relationship surrounding the Grant and the improvements to the Property and, to express their intentions regarding the Property, agree to the following:

1. **Ownership and Maintenance:** The NPS will own, operate and exclusively maintain the property and the new accessible public restroom and shower facility. This includes all responsibilities related to upkeep, repairs, future enhancements, and public access for at least 25 years.
2. **Construction, Oversight and Grant Compliance:** The NPS will oversee and manage the construction process, ensuring that all standards for procurement, accessibility and environmental impact are met. This includes liability insurance, making payments to the contractor(s). The NPS shall be responsible for compliance with all grant requirements and guidelines.
3. **Grant Application:** The County, the NPS, and Outer Banks Forever will collectively prepare all elements of the Beach & Waterfront Access Grant application and send the same to the North Carolina Department of Environmental Quality for consideration.
4. **Prohibition Against Unilateral Transfers:** The NPS will not transfer, lease, or assign any part of the Property. No party may sell, mortgage, pledge, hypothecate, convey, or otherwise deal with the Property without the written consent of the other. The NPS will

have sole dominion and control over the uses, maintenance, operation, improvements to, and repair of the Property.

5. **Indemnity:** In the event, now or in the future, that for any reason any of the grant funds are required to be reimbursed to the granting authority, Outer Banks Forever agrees that it shall be liable for and shall make such reimburse and shall forever indemnify and hold harmless Dare County from payment of such refund.

By providing accessible facilities, this project will not only improve visitor experiences but also contribute to the long-term preservation of the surrounding environment by encouraging responsible use and enjoyment.

This collaborative effort underscores the shared commitment of the County, the NPS, and Outer Banks Forever to improving public access and enhancing visitor experiences at Old Lighthouse Beach. We believe that this project will serve as a model of successful public-private partnerships aimed at fostering inclusive and accessible natural spaces.

Sincerely,

David Hallac, Superintendent
Outer Banks Group

Robert Outten, County Manager
Dare County

Jessica Barnes, Director
Outer Banks Forever

Dare County - Property Records

016831001
46379 LIGHTHOUSE RD, BUXTON, NC,
27920

U S GOVERNMENT
-
-
-, USA

Assessed Value
\$260,155,800

PARCEL INFORMATION

Parcel ID	016831001	PIN	053600113858
Land Use Code	9000	Land Use Description	FEDERAL GOVERNMENT
District	BUXTON	Neighborhood	02024455
Zoning Code	NONE	Zoning Desc.	NO ZONING
Subdivision Code	0000	Subdivision	SUBDIVISION - NONE
Legal Desc.	LOT: LIGHTHOUSE BLK: SEC:		
Plat Cab Slide	PL: SL:		
Deed Date	05/25/1982	Book / Page	000A / 0261
Tax Status	Exempt		

SECONDARY OWNERS

No data to display

ASSESSMENT DETAILS

REAL ESTATE ASSESSED VALUE

Land Value	\$252,450,000
Building Value	\$1,239,700
Other Improvements	\$6,466,100
Total Assessed	\$260,155,800

BILLING VALUE

Land Value	\$252,450,000
Building Value	\$1,239,700
Other Improvements	\$6,466,100
Total Value	\$260,155,800

LAND

LAND DESCRIPTION	SQFT	ACRES
1 B02-02-Ocean front	32,943,557	756.28
2 B51-02-Commercial Ocean Influence	37,840,572	868.7
3 B13-02-Residential Subdivision	37,840,572	868.7
4 B23-02-Marsh Acreage	13,422,766	308.1443
Total	122,047,467	2801.8243

BUILDINGS

Year Built	1961
Finished Area	2,676 SqFt
Stories	1
Style	RESIDENTIAL 1 FAMILY
Exterior Wall	BRICK OR STONE
Heating / Cooling	ELECTRIC
Fuel Type	N/A
Bedroom(s)	N/A
Full Bath(s)	N/A
Half Bath(s)	N/A
Fireplace(s)	N/A
Attached Garage	N/A
Units	N/A



	AREA INDEX	AREA
+	1	24
PR1 - PORCH, OPEN		
+	2	12
PR5 - PORCH COVERED		
+	3	350

RA1 - GARAGE-ATTACHED-FRM

BUILDING #: 2

BUILDING #: 3

BUILDING #: 4

BUILDING #: 5

BUILDING #: 6

BUILDING #: 7

BUILDING #: 8

OTHER IMPROVEMENTS

BUILDING #	DESCRIPTION	YEAR BUILT	QTY	SIZE / COUNT
1	MH3 - M.H. PARK IMP. AV	1900	9	1
2	RS1 - FRAME UTILITY SHED	1986	1	720
3	RS1 - FRAME UTILITY SHED	1900	1	275
4	RS1 - FRAME UTILITY SHED	1900	1	96
5	RS1 - FRAME UTILITY SHED	1900	1	410
6	RS1 - FRAME UTILITY SHED	1900	1	504
7	RS1 - FRAME UTILITY SHED	1900	1	144
8	RS1 - FRAME UTILITY SHED	1900	1	144
9	RS1 - FRAME UTILITY SHED	1900	1	120
10	RS1 - FRAME UTILITY SHED	1900	1	120
11	RS1 - FRAME UTILITY SHED	1900	1	208
12	MS1 - MISCELLANEOUS SOUND VALUE	1900	1	1

RECENT SALES HISTORY

The sales history includes only qualified sales made since January 1, 2016. A sale is qualified when it has been verified, by the appraiser, as an arm's length transaction for fair market value. Only qualified sales are considered in the appraisal process.

No data to display

VALUE CHANGES

The value change history shows only changes in appraised value; it does not show exemptions, exclusions or deferrals that could reduce a property's taxable value. If any of these are in effect for a particular tax year, it will be shown on the property tax bill for that year. It is also possible that some previous value changes might be missing from this list or listed in the wrong order.

REVALUATION EFFECTIVE DATE	ASSESSED VALUE
01/01/2020	\$260,155,800
01/01/2013	\$274,059,200
01/01/2005	\$494,660,000

PERMITS

Permits issued in the past 6 years. All information deemed reliable but not guaranteed. For more information, please visit Dare County's [searchable permit site](#).

No data to display



Data last updated: 07/31/2024

D-136

HISTORY OF THE ESTABLISHMENT OF
CAPE HATTERAS NATIONAL SEASHORE RECREATIONAL AREA

At the request of the Secretary of the Interior the National Park Service made a survey in 1934 of the seashores of the continental United States to ascertain whether there were remaining relatively unimpaired areas of such outstanding character and magnitude as to be worthy of acquisition and preservation by the people of the United States as National Seashores. The survey revealed that the barrier islands off the coast of North Carolina, extending in both directions from Cape Hatteras, presented one of the finest opportunities to establish and preserve as a National Seashore an area of great biological interest, scenic beauty, historical value, and recreational appeal. The National Park Service recommended that this undeveloped seashore be preserved as an addition to the National Park System.

Legislation

A large measure of the credit for advancing the cause of a National Seashore is due United States Congressman Lindsay C. Warren, later Comptroller of the United States, who introduced a bill in May 1937 to establish the Cape Hatteras National Seashore. The Act of August 17, 1937 (50 Stat. 669) authorized establishment of Cape Hatteras National Seashore and required that the necessary

July 13, 1961

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NATIONAL PARK SERVICE

lands be obtained by public or private donation. The subsequent Act of June 29, 1940 (54 Stat. 702) changed the name to Cape Hatteras National Seashore Recreational Area and provided that hunting be permitted on certain designated lands under regulations prescribed by the Secretary.

The Act of March 6, 1946 (60 Stat. 32) extended to August 17, 1952 the authority to accept and establish a minimum area (10,000 acres) or release it if the whole project should fall through. This act did not alter the continuing basic authorization of the 1937 act, which gave the the Secretary the discretion to designate boundaries, accept lands, or abandon the project if found not feasible. The Congress reaffirmed the establishment of the National Seashore by the Act of June 3, 1948 (62 Stat. 301) by transferring existing Federal property in Dare County to the National Park Service for administration as a part of the area.

Many complex problems had to be solved before the National Seashore could become a reality. The General Assembly of the State of North Carolina, by the Act of March 30, 1939 (Chapter 257, Public Laws of North Carolina, 1939) created the Cape Hatteras Seashore Commission, authorizing conveyance to the United States of the lands to be acquired, and appropriating \$20,000. This implemented the 1937 congressional authorization of the project. In 1943 the State Legislature amended its 1939 act to provide for the continuing

function of the State Commission and granting the Governor power to provide funds for land acquisition from available contingency and emergency funds. During the period March 1945 to March 1949, by direction of the State Legislature, land acquisition for the project was suspended to facilitate explorations for oil and gas. None was found, but the action, together with the impact of war, stalled the project.

Scope of Proposal

The area originally recommended for the National Seashore included some 62,000 acres of land of the outer banks, excluding the villages and a developed section of shoreline in the Nags Head section. The nucleus for the seashore area had already been started as a State park under the directorship of Thomas W. Morse. Through the generosity of the Phipps family, a large tract of land at Cape Hatteras Point was donated to the State for eventual transfer to the Federal Government.

During the years that the project was inactive, many developments took place which indicated the need to scale down the extent of the project if there was to be any likelihood of its being carried through. The construction of a State road on Hatteras Island which brought with it a real estate boom in waterfront lots was the main threat to the project. It appeared that the southern two-thirds of the original proposed area was all

that could be hoped for, but it was considered that even with this reduction the project was still eminently worth while. A joint meeting of the Seashore Commission and Service representatives was held in August 1950 to determine new boundaries. The boundary for the project was reduced from 62,000 acres to approximately 30,000 acres, and the property between Whalebone Junction and the Virginia State Line was eliminated because of the commercial developments on the waterfront.

Early Progress

In the early years there was great interest by local and nonresidents in the seashore project, as they thought the National Park Service would build a road and improve the Oregon Inlet ferry service. The State appropriated some monies, but no substantial progress was made in land acquisition, although some tracts were acquired.

In 1949, after the oil and gas explorations had proved disappointing, local supporters revived interest in the project. All went well for a while and then came to a standstill again in spite of our best efforts to keep it going. In January 1950 Governor W. Kerr Scott reactivated the Cape Hatteras Seashore Commission. Progress was negligible due to local opposition, which was largely fostered by speculative interests, and the greatly increased cost of the land which put it beyond the resources of the State alone to acquire. It is interesting to note that in 1953 that 82% of property remaining to be acquired was in non-local ownership.

Funds Provided for Land Acquisition

In April 1952 Representative Herbert C. Bonner and Comptroller General Lindsay Warren paved the way for a meeting with Governor Scott and Conservation Director George Ross to discuss a proposal for securing funds to purchase lands for the National Seashore. The Service had estimated that \$1,300,000 was needed to acquire the necessary lands. Director Wirth suggested that if the State would guarantee half the amount needed, the Service would attempt to match it. Private funds had been pledged by the Old Dominion Foundation and the Avalon Foundation to match whatever funds the State could provide. As a result of this meeting the Council of State, by resolution adopted on June 23, 1952, made available to the Seashore Commission the sum of \$618,000 of State funds to purchase lands. Donated funds were made available on June 27, 1952. Under this arrangement, the Avalon and Old Dominion Foundations and the State of North Carolina have both added an additional \$200,000 each to complete the land acquisition program. It was necessary to reveal the names of the donors because of a rumor that the Stick family of Kill Devil Hill, supporters of the project, were backing it so that other real estate interests would not be able to develop the area.

In July 1952 an agreement was entered into between the National Park Service and the State of North Carolina outlining the responsibilities of the State and the Service with respect to

the land acquisition program. Under this agreement the National Park Service assumed acquisition of the privately owned lands involved. Condemnation proceedings were initiated to effect land purchases in some instances, and in many cases to assure that the United States acquired clear title to the land.

Public Hearings

Misunderstandings and misrepresentations about the project were causing concern among the local people. So in October 1952 a series of public hearings were held in the villages of Ocracoke, Frisco, Buxton, Waves, Salvo and Avon to explain the details of the project. Director Wirth, Congressman Herbert C. Bonner and representatives of the Seashore Commission and the Service attended. A statement by the Director summarizing information presented at the hearings, and maps showing the boundary of the National Seashore appeared in the October 31, 1952 issue of The Coastland Times (Manteo, N.C.) newspaper. The editor arranged to have a copy of this issue with its four page spread delivered to every family on Ocracoke, Hatteras, and Bodie Islands, south of Whale Bone. The project and its purposes were largely clarified by the meetings and news release. Some boundary changes were made as a result of the hearings to provide ample room for expansion of the villages, and to make the exact boundary conform to land lines and suitable natural boundaries. The total acreage to be acquired was further reduced to about 28,500 acres—the change was approved by the Advisory Board.

As a result of some further opposition to the project from a few nonresident landowners, the Department held meetings to discuss the proposal. The Service's handling of the project was supported.

In January 1953, the Secretary issued an order instructing the National Park Service to assume administration of 12,414 acres of federally owned lands within the Cape Hatteras National Seashore Recreational Area. On January 1, 1961 about 24,700 acres of land had been acquired.

From 1934 until its official establishment in 1958, the Cape Hatteras National Seashore project had the support of all administrations, Federal and State. Many individuals gave unselfishly of their time and effort to advance the cause of the National Seashore. The United States Coast Guard, the Navy Department, and organizations such as the Coastal Institute of Louisiana University were very helpful in giving assistance and information for the development and operation of the seashore area.

National Park Service

July 13, 1961

The screenshot displays an ArcGIS web application interface. On the left, a 'Layer List' panel shows various layers, with 'DCM Office Locations' and 'Setback Factors (2020)' checked. The main map area shows an aerial view of a coastal region with a blue line indicating a measurement. A 'Measurement' popup window is open, displaying the following information:

Measurement Result
525.3 Feet
Clear
Project Distance to first line of stable vegetation
Setback: 6.5 x 30ft = 195ft

Below the measurement result, it says 'Press CTRL to enable snapping'. To the right of the map, a '2020 Setback Factors' popup window is open, displaying the following data:

2020 Setback Factors	
Feature:	2020 Oceanfront Erosion Rate Setback Factors
Setback Factor:	6.5
OEA(feet):	585
100-Year Storm:	40
Recession:	
Effective Date:	4/1/2020, 8:00 PM

At the bottom of the map, there is a scale bar and a coordinate display showing -75.52635281 Degrees. The bottom right corner features the Esri logo and the text 'Powered by Esri, Maxar, Earthstar Geographics, and the GIS User Community | Esri Community Maps Contributors. Stat'.



NORTH CAROLINA PUBLIC BEACH AND WATERFRONT ACCESS PROGRAM
PRE-APPLICATION 2024-2025

Local Government: Dare County Federal ID Number: 56-6000293

Project Name: Accessible Public Restrooms and Shower Facilities at Old Lighthouse Beach, Buxton, NC

Brief Project Description:

Each year, thousands of people visit Old Lighthouse Beach, the former site of the Cape Hatteras Lighthouse. The only visitor facilities available at this beach access are temporary port-o-potties. To use proper restroom and shower facilities, visitors must trek over 1/2 a mile to the new lighthouse site and, even then, there are no shower facilities available. This project will construct new, accessible restroom and shower facilities at the beach access. Outer Banks Forever has also applied for a grant of \$100K for this project from the National Park Foundation.

<p>Local Government Project Administrator</p> <p>Name: <u>Barton Grover</u></p> <p>Title: <u>Grants & Waterways Administrator</u></p> <p>Address: <u>P.O. Box 1000</u></p> <p>City, State, Zip: <u>Manteo, NC, 27954</u></p> <p>Telephone: <u>252-475-5628</u></p> <p>Email: <u>barton.grover@darenc.gov</u></p>	<p>Project Type (choose one):</p> <p><input type="checkbox"/> Land Acquisition</p> <p><input checked="" type="checkbox"/> Site Improvement</p> <p><input type="checkbox"/> Site Maintenance</p>
<p>Costs rounded to nearest dollar:</p> <p>Grant funds requested: \$ <u>114,010</u> .00</p> <p>Local government's matching funds: \$ <u>125,000</u> .00</p> <p>Cash Match: \$ <u>125,000</u> .00</p> <p>In-kind Match: \$ _____ .00</p> <p>Total cost of project: \$ <u>393,010</u> .00</p>	<p>Site Control (check all that apply):</p> <p><input type="checkbox"/> Owned by local government</p> <p><input type="checkbox"/> To be obtained with this land acquisition project</p> <p><input type="checkbox"/> Land acquired under an approved waiver. Expiration date: _____</p> <p><input type="checkbox"/> Leased by applicant for 25 years or more</p> <p><input type="checkbox"/> Easement by applicant for 25 years or more</p> <p><input checked="" type="checkbox"/> Owned by other State, Federal, or government agency with a Joint Use Agreement.</p>

LOCAL GOVERNMENT REPRESENTATIVE SIGNATURE

Robert Outten
Print or Type Name

County Manager
Title


Signature

Provide the following ATTACHMENTS and NARRATIVE:

1. **Site location maps:** Provide a regional location map and a detailed vicinity map (street map) showing the location of the proposed project. Include a north arrow, and legible street names.
2. **Site description:** Provide a description of the site where the project will be located, including natural features and existing improvements. Also include NC Division of Water Resources [Surface Water Classification\(s\)](#).
3. **National Flood Insurance Program Floodways & Non-encroachment Areas:** Indicate if the project site or improvements are located in [Floodway or Non-encroachment area](#) per 40 C.F.R. § 60.3(d)(3). If the project or improvements are located in one of these areas, additional engineering studies may be needed.
4. **Project description:**
 - a. **Land acquisition projects:** Provide an exhibit or boundary survey indicating land area, an estimated cost of the property, and basis for the estimate. An overlay on aerial photos may be submitted. Indicate if the property would be acquired in phases.
 - i. The community has five years to begin developing beach and water access facilities on an acquired site. Describe how the public will be able to use the site until improved access facilities are in place.
 - b. **Site improvements projects:** Provide a description of the access facilities to be built, including information on features, materials, and proximity to [closest/other access sites](#).
 - c. **Maintenance of a previously funded site projects:** describe the repair and maintenance being proposed. Describe why repairs and maintenance are needed at this site.
5. **Project justification:** Explain why the project is needed and how it will benefit your community.
6. **List the types and sources of utilities proposed; and identify associated costs on Project Budget (pg. 3). Note above ground utilities must be identified.**
7. **Project site plan:** Provide a to-scale site plan showing property lines (label existing uses on adjacent lots), proposed site improvements, existing facilities, and significant natural features.
 - Include a legend, north arrow and graphic scale.
 - Improvements shown as an overlay on aerial photos also may be submitted.
 - Provide to-scale building elevations and floor plans as applicable.
8. **Pre-project tasks:** Identify tasks that must be completed prior to starting the project.
9. **Permits:** List all necessary permits and/or certifications.

10. **ADA Transition Plan:** Is this project site identified in your community's ADA Transition Plan? If yes, provide a brief description of the improvements identified in the plan and outline how this project addresses them.
11. **ADA requirements:** Does this project meet ADA requirements? If yes, describe the handicapped accessible features of this project. If no, describe why a handicapped accessible facility is impracticable and outline how handicapped accessibility needs are met within the area. See Designing Facilities for ADA in the application packet.
12. **Exceeding ADA requirements:** Does this project exceed ADA requirements? If yes, describe the handicapped accessible features that exceed ADA requirements. See Designing Facilities for ADA in the application packet.
13. **Is this project identified as high local priority in your certified Future Land Use Plan or local Access Plan?** If yes, provide a brief description of the plan and a statement of the extent to which the project implements the policies of the plan.
14. **Is this project reflected in other policy documents or ordinances?** If yes, provide a brief description of the document or ordinance and a statement of the extent to which the project implements goals of the document or ordinance.
15. **Previous grants:** List Access Grants previously received from DCM at this site by year. Use the DCM [map of past grants awarded](#).
16. **User fees: Is a user fee charged at this site?** Do you charge user fees at any other DCM funded sites? If yes to either of these questions, provide the most recent annual accounting report as required by [15A NCAC 07M .310\(d\)](#).

Project Budget

This form must be completed and included with your application. Round project costs to the dollar.

If available, attach a detailed breakdown of the cost assumptions upon which the Project Budget is based.

Proposals that include this information increase their likelihood of funding.

Project Elements	Grant	Cash Match	In Kind	Total
Land Acquisition Costs				
N/A	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
Permit and Design Fees				
Engineering & State Fees	\$	\$15,000	\$	\$15,000
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
Site Improvement Costs: Materials				
Base price for prefabricated restroom facility	\$ 114,010	\$ 29,700.27	\$	\$ 143,710.27
Added cost open market options	\$	\$ 89,300	\$	\$ 89,300.00
Custom options - Potentially funded by NPF grant request	\$	\$ 100,000	\$	\$ 100,000.00
Site Improvement Costs: Labor				
Estimated one-way transportation costs to site	\$	\$ 15,000	\$	\$ 15,000.00
Site prep and shower fabrication and installation	\$	\$ 30,000	\$	\$ 30,000.00
	\$	\$	\$	\$ 0.00
Local Administrative Costs				
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00

Totals	\$ 114,010	\$ 279,000.27	\$ 0.00	\$ 393,010.27
Match Percentages	NaN %	NaN %	NaN %	NaN %

Proposed Local Match

Local Government: Dare County **Project Name:** Accessible Public Restrooms and Shower Facilities at Old Lighthouse Beach

Instructions: Use the form below to show the sources of your matching funds. Indicate if these funds are currently available or are the funds yet to be approved. If funds are yet to be approved, list the date for approval. If applicable, provide additional narrative related to in-kind match and/or state/federal funds.

Applicants are encouraged to include their local contribution in their budget.

Source of Matching Funds			
Type of Matching Funds	Amount of Funds	Funding Source	Availability (Month/Year)
Grant (State, Federal, Other) <input type="text"/>	\$ 125,000.00	Outer Banks Visitors Bureau	Available (April 2024)
	\$		
	\$		
	\$		
	\$		
Total Matching Funds:	\$ 125,000.000		

Additional Narrative:

Provide narrative explaining the relevance of proposed in-kind match to the project.

Matching funds for this project are from a grant of \$125,000 from the Dare County Tourism Board (dba Outer Banks Tourism Bureau) through the Bureau's Tourism Impact Grant program. That grant was awarded to Outer Banks Forever - the official nonprofit partner of the Outer Banks national parks - to help fund the construction of accessible restroom and shower facilities at the Old Lighthouse Beach access in Buxton, NC. Outer Banks Forever has raised additional restricted funds for this project (in cash), and has also applied for a grant of \$100,000 from the National Park Foundation.

If other state and/or federal funds are to be used as local match, indicate the specific project elements that will qualify for joint funding. How viable is the project if complementary funding from another program is not secured?

Federal funding for this project is not currently available due to recent budget cuts for the National Park Service. However, the National Park Service has contributed to recent improvements in the area of Old Lighthouse Beach including a new multi-use path that will increase the accessibility of and use in and around the proposed restroom and shower facility.



Board Appointments

Description

The following Boards have appointments or actions this month:
1. Rodanthe, Waves, Salvo Community Center

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Rodanthe-Waves-Salvo Community Center

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

November, 2024

RODANTHE-WAVES-SALVO COMMUNITY CENTER

(Three Year Term)

The terms for the following members expire this month:

Jason Heilig
Roberta Midgett

Both members would like to be reappointed.

Applications on file:

Laurie Amatucci
Augusta Feldmann
Marcelo Perini
Brett Ryan
Jason Walsh

Other Members:
See attached list

RODANTHE-WAVES-SALVO COMMUNITY CENTER

(Three year Term)

This Board operates and maintains the Rodanthe, Waves, Salvo Community Center facility and amenities for the use and benefit of all members of the villages.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Susan Gray P.O. Box 135 Rodanthe, NC 27968 252-987-2502	6-27	Apptd. 6/00 Reapptd. 6/03,06,09,12,15,18 21, 24
Cheryl Blankenship, Chair 238 NC Hwy 12 Rodanthe, NC 27968 252-449-8122	6-25	Apptd. 3/21; 5/22
J.W. Kierzkowski. P.O. Box 55 Salvo, NC 27972 252-987-2218	6-27	Apptd. 6/88 Reapptd. 90,92,94,97,00,03 06,09,12,15,18, 21, 24
Jason Brian Heilig 24229 Sea Sound Road PO Box 156 Rodanthe, NC 27968 252-599-2340 (H) 252-987-2412 (O) rodanthesurfshop@gmail.com	11-24	Apptd. 11/18 Reapptd. 10/21
Roberta Midgett P.O. Box 38 Salvo, NC 27972 473-8226 (H) 995-7646 (O)	11-24	Apptd. 9-09 Reapptd. 11-09,12,15,18, 21

NOTES: MEETING DATE: AS NEEDED

Claude Howard replaced Don Edwards 2/92
Joey O'Neal replaced James Shimpach 6/93
Joey Midgett replaced Rudy Gray 6/94
Terms were changed to 3 years in 6/96
Ken Wenberg replaced Joey Midgett 6/97
Susan Gray replaced Ken Wenberg 6/00.
Roberta Midgett filled unexpired term of Claude Howard 9/09.
Stephen Ryan replaced Lovie Midgett 11/12
Jason Brian Heilig replaced Stephen Ryan 11/18
Joey O'Neal reappointed 6/19
Cheryl Blankenship apptd. to fill unexpired term of Joey O'Neal 3/21
Jason Heilig and Roberta Midgett reappointed 10/21
Cheryl Blankenship got reappointed. 5/22
Susan Gray & J.W. Kierzkowski were reappointed. 6/24
J.W. Kierzkowski stepped down as Chairman. Cheryl Blankenship was elected as the Chairperson. 6/24

REVISED 6/24



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Rodanthe, Waves, Salvo Community Center Board

2nd Choice

3rd Choice

Name Laurie Amatucci

Address 26151 Otter Way

City/State/Zip Salvo

Email amatuccilaurie@gmail.com

Personal Phone 4434786105

Business Phone

Business Address

Occupation Retired

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 Graduated Parkville Senior High School in Parkville, MD in 1971 and attended Georgetown University in Washington DC.

Business and civic experience and skills My professional background is in International Transportation Logistics and Sales. With my husband, I also created a non-profit in Baltimore, MD and handled all the marketing, events, promotion and accounting for same. I also served as an election judge for the Baltimore County Board of Elections.

Other boards, Committees, Commissions on which you presently serve I am currently serving on the Board of the Outer Banks SPCA and have also served as their president for the last two years. I am also currently serving as an election judge for the Chicamacomico precinct. We moved to Salvo five and one half years ago and have been involved in the community since day one.

REFERENCE #1

Name Rob Ross

Business Dare County Commissioner

Address 954 Marshall C. Collins Drive Manteo, NC 27954

Phone 2522166869

REFERENCE #2

Name Laurel Ann Hart
Business First Bank
Address 209 W Amberjack Ct Nags Head, NC 27959
Phone 7576814642

REFERENCE #3

Name Debra Johnson
Business Poodles & Bob Owner
Address 406 Wingina Street Manteo, NC. 27954
Phone 2522167899

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.

Laurie Amatucci

Date 5/3/2024



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Advisory Board or Committee interested in:

- 1st choice: Health and Human Services Board
2nd choice: Rodanthe, Waves, Salvo Community Center Board
3rd choice:

Name: AUGUSTA FELDMANN

Address: 24216 ATLANTIC DR

City/State/Zip: RODANTHE, NC 27968

Email Address: gussief@unc.edu

Telephone: Home: 8048964760 Business:

Resident of Dare County: YES

Occupation: FORENSIC HEALTHCARE MANAGER

Business Address:

Educational background:

I am currently enrolled at the University of North Carolina where I am pursuing my Doctor of Public Health. I have a Master of Healthcare Administration in Executive Health Systems Management from George Mason University and a Bachelor of Arts in Interdisciplinary Studies from The College of William and Mary. I also hold several professional certifications, including Project Management Professional, Certified in Healthcare Compliance, and Health

Business and civic experience and skills:

I am a healthcare consultant with over a decade of expertise in assisting payers and providers across both government and commercial sectors. I have supported clients such as the VHA and CMS with strategic and operational initiatives and program oversight, and led many compliance and coding due diligence projects for mergers and acquisitions, compliance program maturity assessments, and risk assessments for a variety of healthcare entities, such

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

I currently serve on the Long Range Tourism Management Plan Task Force.

REFERENCES

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

Name	JAIME PEGO
Business/Occupation	KPMG
Address	150 JOHN F. KENNEDY PARKWAY, SHORT HILLS, NJ 07078
Telephone	9084161662



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name LISA NOBLES
Business/Occupation COMMONWEALTH CARE ALLIANCE
Address
Telephone 8046906531

Name LOU POLISE
Business/Occupation BOOZ ALLEN HAMILTON
Address
Telephone 4102154791

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.

Signature of applicant:

Augusta Feldmann

Date: 7/31/2024



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Rodanthe, Waves, Salvo Community Center Board

2nd Choice

3rd Choice

Name Marcelo Perini

Address PO Box 565

City/State/Zip Rodanthe, NC 27968

Email f1chello777@gmail.com

Personal Phone (864)395-9455

Business Phone

Business Address

Occupation Retired

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 BS and MS in Mechanical Engineering at Syracuse University, 1984, 1989.

Business and civic experience and skills Michelin Tire Corp, Research Engineer, Test driver, Formula One Test and Race Engineer, Tire Designer, 1989 – 2022, Greenville, SC, Clermont-Ferrand, France, Rio de Janeiro, Brazil, Working in Teams to find best design solution, completing complex design projects on time and on budget, Technical, On Hands, Good with People. Civic Experience includes Church Youth Group Leader, Greenville, SC, and Coach of my Children's sports teams

Other boards, Committees, Commissions on which you presently serve I serve as the unofficial leader for our neighborhood's (Park rd. and Ocean St., Salvo) Road Maintenance Project and Petition to the state to assume road maintenance. Minister of Holy Communion at Our lady of the Seas Catholic Church, Buxton, NC

REFERENCE #1

Name John Griffen

Business Retired

Address 26205 Bosun St, Salvo, NC 27972; PO Box 382, Rodanthe, NC 27968

Phone (252)423-8107

REFERENCE #2

Name Tony Marconi

Business Michelin Tweel VP and GM

Address 245 Riverstone Way, Greer, SC 29651

Phone (864)363-6386

REFERENCE #3

Name Jason Walsh

Business Kiteopia lodging

Address 24332 NC Hwy 12, PO Box 779, Rodanthe, NC 27968

Phone (302)932-9340

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.

Marcelo Perini

Date 5/6/2024



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Advisory Board or Committee interested in:

- 1st choice: Rodanthe, Waves, Salvo Community Center Board
2nd choice: Rodanthe, Waves, Salvo Community Center Board
3rd choice: Rodanthe, Waves, Salvo Community Center Board

Name: BRETT RYAN

Address: PO BOX 69

City/State/Zip: SALVO NC 27972

Email Address: bjr.surfside@gmail.com

Telephone: Home: 7604075875 Business: 7604075875

Resident of Dare County: YES

Occupation: CHEF

Business Address:

Educational background:

Cape Hatteras School	High School Diploma	2001
East Carolina University	Broadcast Journalism & Mass Media Comm	2006
The Art Institute of San Diego	Savory	2017
The Art Institute of San Diego.	Pastry	2017

Business and civic experience and skills:

I am a chef and born and raised on Hatteras Island. I have worked for many local restaurants in Dare County on Hatteras, Manteo, and Nags Head. I lived and worked for 9 years in San Diego. I worked at Scripps Hospital for 5 years while I attended culinary school. After culinary school I worked for several Hilton hotels before moving back to Salvo. Currently I am building a takeout restaurant and helped co host Shredfest in May.

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

I have not served on boards but I have been part of our local community. I have served on the Chicamacomico Banks Fire Department & Water Rescue in the past. Currently I am part of the Chicamacomico drill reenactment for 3 years.

REFERENCES

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

Name	SUSAN GRAY
Business/Occupation	R.W.S. COMMUNITY BUILDING
Address	RODANTHE NC 27968
Telephone	252.305.7044



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name JOE K
Business/Occupation
Address
Telephone 520.559.4352

Name REBERTA MIDGETT
Business/Occupation FIRST NATIONAL BANK
Address AVON NC 27915
Telephone 252.995.7900

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.

Signature of applicant:

Brett Ryan

Date: 5/30/2024



APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Rodanthe, Waves, Salvo Community Center Board

2nd Choice

3rd Choice

Name Jason Walsh

Address 24332 NC 12 HWY

City/State/Zip Rodanthe NC 27968

Email Jasontwalsh@gmail.com

Personal Phone 3029329340

Business Phone 3029329340

Business Address 24332 NC 12 HWY, Rodanthe NC 27968

Occupation Hospitality

Dare County Resident YES

NO

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

Educational Background I graduated Arizona State University with a BS in Finance. Additionally, I completed the curriculum for the school of mortgage banking as well as the NADA Academy.

Business and civic experience and skills Prior to moving here, I was CEO of a five car and one motorcycle dealership group, managing 450 people, 21 properties and a gross revenue of \$300 million. Prior to that I worked in leadership for midsize companies in healthcare marketing and the secondary mortgage fields. I have also been self employed as a consultant, and property developer. I was VP of the HOA where I lived when we became a historic building and did a major exterior renovation.

Other boards, Committees, Commissions on which you presently serve I am not currently on an boards, but volunteer as Surfman #8 for the Life saving re-enactment drill at Chicamacomico Lifesaving Station. I also provide them with IT and marketing/retail support.

REFERENCE #1

Name John Griffin

Business Chicamacomico Life Saving Station - Executive Director

Address 26205 Bosun St, Salvo NC 27959

Phone 2524238107

REFERENCE #2

Name Amanda Borthwick
Business Price Automotive Group - VP Human Resources
Address 430 Blackbird Forest Rd., Smyrna DE 19977
Phone 3025985618

REFERENCE #3

Name Troy Gunden
Business Herr's Foods, Inc - President
Address 1525 Elk Forest Rd., Elkton MD 21921
Phone 6108063804

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

A handwritten signature in cursive script that reads "Jason Walsh". The signature is written in black ink on a light-colored background.

Date 5/3/2024



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 2024 Equalization & Review Board – 5 terms expiring
Special Motor Vehicle Valuation Review Committee – 3 terms expiring
Tourism Board – 6 terms expiring

January 2025 Juvenile Crime Prevention Council – 1 term
Older Adult Services Advisory Council – 1 term
Working Waterman Commission – 2 terms expiring

February 2025 Aging Advisory Council – 2 terms expiring
Planning Board – 2 terms expiring
Senior Tar Heel Legislature Delegates – 2 terms expiring

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

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

The application form is available on the Dare County website

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

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



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

Description

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

Board Action Requested

Consider items presented

Item Presenter

Robert Outten, County Manager



Closed Session

Description

The County Manager/Attorney will ask for a Closed Session.

Board Action Requested

Approve Closed Session

Item Presenter

Robert Outten, County Manager