



**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, January 04, 2021, 9:00 AM**

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

**AGENDA**

- 9:00 AM            CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1            Opening Remarks - Chairman's Update**
- ITEM 2            Public Comments**
- ITEM 3            Presentation of County Service Pins - January 2021**
- ITEM 4            Outer Banks Dare Challenge Group Development Conditional Use Permit**
- ITEM 5            Rodanthe Sunset Resort Group Development Conditional Use Permit**
- ITEM 6            Amendment to the Capital Project Ordinance for DHHS and Animal Shelter Projects**
- ITEM 7            The College of the Albemarle Lease with County of Dare**
- ITEM 8            Early Childhood Education and Child Care Assistance Proposal**
- ITEM 9            Consent Agenda**
- 1. Approval of Minutes
  - 2. Grants & Waterways - Financial Assistance Award - Oregon Inlet Dredging
  - 3. Transportation - North Carolina Association of County Commissioners - Wheelchair Lift Grant
- ITEM 10           Board Appointments**
- 1. Dare County Tourism Board
  - 2. Upcoming Board Appointments
- ITEM 11           Commissioners' Business & Manager's/Attorney's Business**

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



*Opening Remarks - Chairman's Update*

**Description**

Dare County Chairman Robert Woodard will make opening remarks.

**Board Action Requested**

Informational Presentation

**Item Presenter**

Chairman Robert Woodard, Sr.



*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.

Covid-19 changes:

Public comment may be presented to the Board by sending an email during the meeting to: [dcbo@darenc.com](mailto:dcbo@darenc.com)

**Board Action Requested**

Hear Public Comments

**Item Presenter**

Robert Outten, County Manager



*Presentation of County Service Pins - January 2021*

**Description**

The following employees are celebrated with service pins this month:

- Phillip Merrill - 10 year pin
- Paula Rodriguez - 10 year pin
- Crystal Ambrose - 15 year pin
- Jessica Davenport - 15 year pin

**Board Action Requested**

None - presentation

**Item Presenter**

Robert Outten, County Manager



*Outer Banks Dare Challenge Group Development Conditional Use Permit*

**Description**

Staff report, site plan, draft CUP and other supporting documents for the Outer Banks Dare Challenge group development are attached with this cover sheet. Since this is a conditional use permit, it will be conducted as a quasi-judicial matter.

**Board Action Requested**

Approval of site plan and draft conditional use permit as recommended by the Planning Board.

**Item Presenter**

Donna Creef

STAFF REPORT: Dare County Board of Commissioners  
January 4, 2021

FROM: Donna Creef

RE: Outer Banks Dare Challenge Group Development

A site plan and conditional use permit application has been submitted by Outer Banks Dare Challenge. In 2017, the Dare County Zoning Ordinance was amended to allow recovery and treatment centers as a permitted use in the Highway 345 zoning district. However, since the proposal will feature the construction of more than one building, the group development standards of Section 22-31 apply and the conditional use permit process followed.

The existing Dare Challenge building will be incorporated into the overall site with the parking improvements for the existing building and entranceway serving as one of the access points to the site. Four new structures will be constructed – one 9,920 square-foot multipurpose building, two 1,768 square-foot dormitories that will house sixteen people each and one 1,768 square-foot structure for Dare Challenge staff. Parking for the dormitories and staff house will also serve for the multipurpose facility. The use of the multipurpose facility will be for residents and employees of Dare Challenge only.

A state stormwater management permit will be secured before construction activities can commence. A large wet retention pond is proposed for the rear of the site.

An approval period of five years has been included in the draft CUP. This is longer than the typical approval period we include in CUPs but the timeperiod is based on input from the applicant. They requested a longer approval period since the buildings will be constructed in phases as funding allows.

Light fixtures will be mounted to the buildings and no light fixtures are proposed for the parking lot. A condition has been included in the draft CUP that indicates if light fixtures are proposed for the parking lot at a future date, then they can be approved administratively by the Planning Director.

The Planning Board reviewed the site plan and draft CUP on December 14, 2020 and voted to recommend favorable action on the request. The draft CUP is attached with my staff report and site plan.



**Conditional Use Permit No.6-2020**

Dare County Sections 22-27.16, 22-31, and 22-68.

**Application of:** Outer Banks Dare Challenge

On January 4, 2021, 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 Board as required by Section 22 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 conditional use permit under the Code, including residential structures in a group housing development;
3. The subject property is zoned Highway 345. This property is identified on the Dare County tax records as PIN 979810352441.
4. That the Dare County Planning Board recommended for approval the granting of this Conditional Use Permit as requested. The Planning Board made this recommendation on December 14, 2020.
5. That the Dare County Board of Commissioners is empowered under sections of the Code set out above to grant uses such as allowed herein and insofar as the conditional use is hereinafter allowed it will not adversely affect the public interest;
6. That the hereinafter described conditional use is deemed to be reasonable and is not in degradation of the intent of the ordinance.
7. That upon the evidence received, the testimony presented, and the submitted written record, there are sufficient facts to support the issuance of this Conditional Use Permit according to the terms and conditions below:

NOW, THEREFORE, under the provisions of the Code, the following conditional use is granted to Outer Banks Dare Challenge for a residential recovery and treatment center group development subject to such conditions as are hereinafter set out:

**CONDITIONAL USE:** a residential recovery and treatment center group development consisting of five structures as depicted on Appendix B, which is included as part of this conditional use permit. One of the structures is an existing structure that will be incorporated into the group development and the remaining four structures shall be constructed.

**CONDITIONS:**

1. The four new structures shall be constructed as depicted on Appendix B. The structures will include a multipurpose facility consisting of 9,920 square feet, two dormitory structures featuring 1,768 square feet in each structure with an occupancy of sixteen people in each structure, and one residential staff house consisting of 1,768 square feet with an occupancy of sixteen people. A total of twenty-seven parking spaces shall be provided and improved with gravel. Two driveway entrances from Highway 345 shall be provided, one of which currently serves as access to the site.
2. The existing structure, consisting of 3,604 square feet, will be incorporated into the group development as depicted on Appendix B. There will be no structural improvements to this structure as part of this group development approval.
3. A fire hydrant shall be installed as noted on Appendix B.
4. The structures shall be separated by a minimum of twenty feet as established in Section 22-31 of the Dare County Zoning Ordinance and elevated for compliance with the Dare County Flood Damage Prevention Ordinance.
5. Building permits for the structures shall be secured within 60 months from date of Board of Commissioners approval. The site improvements shall be constructed according to the North Carolina fire codes. 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. Individual certificate of occupancy for each structure may be issued as appropriate if the structures are constructed as varying times.
9. Any substantial changes to the site plan shall be reviewed by the Dare County Planning Board and approved by the Dare County Board of Commissioners. Modifications that are minor in nature and do not increase the number of structures or square footage of the structures may be authorized administratively by the Planning Director.



10. Light fixtures shall be mounted on the buildings for safety purposes for pedestrians. If it is determined light fixtures are needed in the parking lot, then light fixtures may be installed and such work may be administratively approved by the Dare County Planning Director.
11. A violation of this Permit shall be a violation of the Code punishable as therein provided, and shall automatically void this Permit. Should a violation occur, the Petitioner shall be notified in writing by the Dare County Planning Department and corrective actions to remedy the violation undertaken as instructed.
12. 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 \_\_\_\_\_ day of 2021

SEAL:

COUNTY OF DARE

By: \_\_\_\_\_  
Robert L Woodard  
Dare County Board of Commissioners

ATTEST:

By: \_\_\_\_\_  
Cheryl Anby  
Clerk to the Board

**THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED**

By: \_\_\_\_\_  
Doug Henriott  
Outer Banks Dare Challenge

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Robert L. Outten  
County Attorney

- LEGEND**
- EX 1 1/2" CPDI PIPE
  - EX 1/2" REBAR (UNLESS OTHERWISE NOTED)
  - 1/2" REBAR SET 6" BC
  - EX 4" x 4" CONC. W/OL.
  - CONC. W/OL SET
  - EX. MAG. NAIL
  - MAG. NAIL SET
  - CALCULATED POINT
  - WATER METER
  - PHONE PEDESTAL
  - LIGHT POST
  - UTILITY POLE
  - DAY WIRE
  - FIRE HYDRANT
  - ELECT. TRANS.
  - AC - ABOVE GRADE
  - BC - BELOW GRADE
  - PL - PROPERTY LINE
  - WV - WATER VALVE
  - WETLAND FLAG

**GENERAL NOTES:**  
 (BOUNDARY AND SURVEY INFORMATION BY SEABOARD SURVEYING & PLANNING, INC. DATED 10/23/2019 AND RECORDED IN P.C. J. 5L. 107)

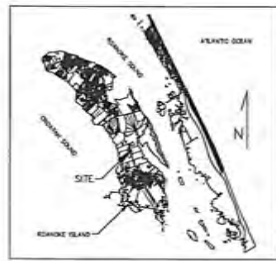
- CURRENT OWNERS: OUTER BANKS DARE CHALLENGE, LLC  
 P.O. BOX 123  
 WANDCHESE, NC 27981
- RECORDED REFERENCE: P.C. E. SL. 392; D.B. 1892, PG. 232; P.C. B. SL. 203; D.B. 1279, PG. 782
- EXISTING DARE COUNTY P&I NUMBER: 9788 TO 35 2441
- PARCEL NUMBER: 06520005
- HSP FLOOD ZONE: AE (4') SHOWN PER F.I.R.M. MAP #372097800K EFFECTIVE 6/19/20 (R.F.P.E.-8.0)
- SITE ZONING: "WHY 345"
- ALL AREAS BY COORDINATE COMPUTATION
- BUILDING SETBACKS SHALL CONFORM WITH THE COUNTY OF DARE ZONING DISTRICT "WHY 345"
- TOTAL AREA BOTH PARCELS: 156,871 S.F. (3.600 AC.)
- SOME PORTIONS OF SOME LOTS IN THIS SUBDIVISION ARE LOCATED IN AREAS OF ENVIRONMENTAL CONCERN. INDIVIDUAL PERMITS MAY BE REQUIRED BEFORE DEVELOPMENT MAY TAKE PLACE IN THESE AREAS.

**LINE TABLE**

LINE	LENGTH	BEARING
LI	131.15	N49°33'50"W

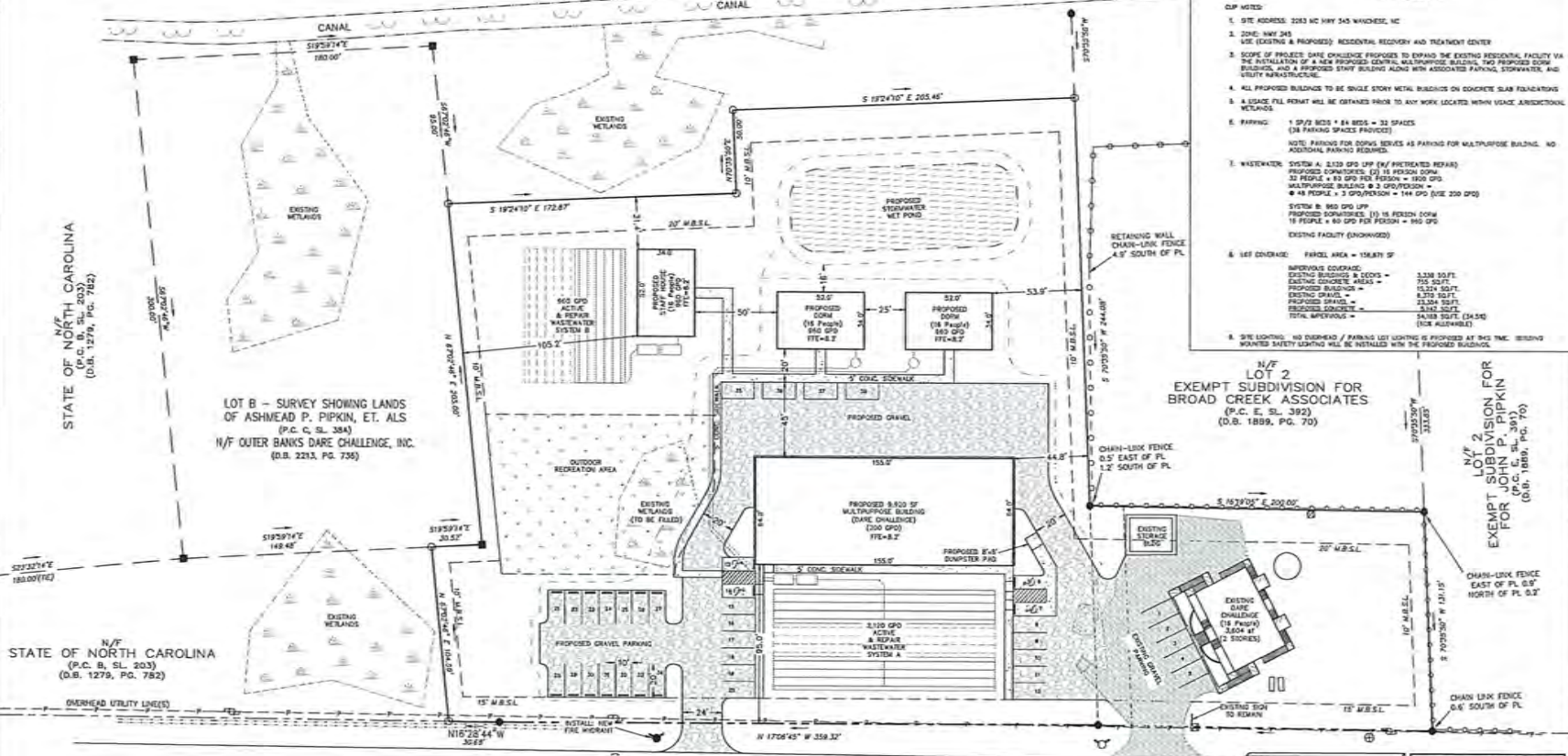


N/C  
 STATE OF NORTH CAROLINA  
 (P.C. B. SL. 203)  
 (D.B. 1279, PG. 782)



VICINITY MAP  
 NOT TO SCALE

- CUP NOTES:**
- SITE ADDRESS: 2383 NC HWY 345 WANDCHESE, NC
  - ZONE: WHY 345
  - USE (EXISTING & PROPOSED): RESIDENTIAL RECREATION AND TREATMENT CENTER
  - SCOPE OF PROJECT: DARE CHALLENGE PROPOSES TO EXPAND THE EXISTING RESIDENTIAL FACILITY VIA THE INSTALLATION OF A NEW PROPOSED CENTRAL MULTIPURPOSE BUILDING, TWO PROPOSED CONW BUILDINGS, AND A PROPOSED STAFF BUILDING ALONG WITH ASSOCIATED PARKING, STORMWATER, AND UTILITY INFRASTRUCTURE.
  - ALL PROPOSED BUILDINGS TO BE SINGLE STORY METAL BUILDINGS ON CONCRETE SLAB FOUNDATIONS
  - A LEASE P/L PERMIT WILL BE OBTAINED PRIOR TO ANY WORK LOCATED WITHIN USACE JURISDICTIONAL WETLANDS.
  - PARKING: 1 SP/2 BODS \* 84 BODS = 32 SPACES (38 PARKING SPACES PROVIDED)  
 NOTE: PARKING FOR CONW BODS AS PARKING FOR MULTIPURPOSE BUILDING. NO ADDITIONAL PARKING REQUIRED.
  - WATERWATER: SYSTEM A: 2,120 GPD UP (NEW/REPLACES REPAIR)  
 PROPOSED CONW(1): 15 FEET DEPTH  
 32 PEOPLE \* 65 GPD PER PERSON = 2080 GPD  
 MULTIPURPOSE BUILDING @ 3 GPD/PERSON \* 48 PEOPLE \* 3 GPD/PERSON = 432 GPD (SEE 200 GPD)  
 SYSTEM B: 860 GPD UP  
 PROPOSED CONW(2): 15 FEET DEPTH  
 18 PEOPLE \* 60 GPD PER PERSON = 1080 GPD  
 EXISTING FACILITY (UNKNOWN)
  - LET COVERAGE: FENCE AREA = 126,811 SF  
 IMPROVED COVERAGE:  
 EXISTING BUILDING & DECKS = 3,336 SQ.FT.  
 EXISTING CONCRETE AREAS = 705 SQ.FT.  
 PROPOSED BUILDINGS = 15,214 SQ.FT.  
 EXISTING DRIVEWAY = 4,275 SQ.FT.  
 PROPOSED DRIVEWAY = 2,124 SQ.FT.  
 PROPOSED STAFF BLDG = 2,124 SQ.FT.  
 TOTAL IMPROVED = 28,578 SQ.FT. (24.5% IMPROVEMENT)
  - SITE LIGHTING: NO OVERHEAD / PARKING LOT LIGHTING IS PROPOSED AT THIS TIME. BIDDING MOUNTED SAFETY LIGHTING WILL BE INSTALLED WITH THE PROPOSED DRIVEWAY.



LOT B - SURVEY SHOWING LANDS OF ASHMEAD P. PIPKIN, ET. ALS  
 (P.C. C. SL. 384)  
 N/C OUTER BANKS DARE CHALLENGE, INC.  
 (D.B. 2213, PG. 735)

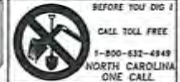
N/C  
 LOT 2  
 EXEMPT SUBDIVISION FOR BROAD CREEK ASSOCIATES  
 (P.C. E. SL. 392)  
 (D.B. 1899, PG. 70)

N/C  
 LOT 2  
 EXEMPT SUBDIVISION FOR JOHN E. PIPKIN  
 (P.C. E. SL. 384)  
 (D.B. 1889, PG. 70)



N.C. 345  
 (60' R/W)

**NOTE:**  
 THE SETBACKS ON THESE PLANS IS SUBJECT TO BE ADJUSTED FOR THE ACCURACY OF THE SURVEY. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS OF THE DARING COUNTY PRIOR TO CONSTRUCTION. IF A DISCREPANCY IS FOUND, WORK SHALL CEASE AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING THE DISCREPANCY PRIOR TO RESUMING WORK.



**DEEL ENGINEERING, PLLC**  
 CIVIL ENGINEERING SERVICES  
 100 W. MAIN ST.  
 WANDCHESE, NC 27981  
 PHONE: 252.781.1111  
 FAX: 252.781.1112  
 WWW: www.deel-engineering.com

REGISTERED PROFESSIONAL ENGINEER  
 STATE OF NORTH CAROLINA  
 CIVIL ENGINEERING  
 LICENSE NO. 48121  
 EXPIRES 12/31/2024

NO.	DATE	REVISIONS

LAND SURVEYING  
 100 W. MAIN ST.  
 WANDCHESE, NC 27981  
 PHONE: 252.781.1111  
 FAX: 252.781.1112  
 WWW: www.deel-engineering.com

REGISTERED PROFESSIONAL ENGINEER  
 STATE OF NORTH CAROLINA  
 CIVIL ENGINEERING  
 LICENSE NO. 48121  
 EXPIRES 12/31/2024

**CUP PLAN**  
 OUTER BANKS DARE CHALLENGE  
 PID: 016520005 PIN: 979800352441  
 WANDCHESE  
 DARE COUNTY  
 NORTH CAROLINA

COMMISSION NO. 18021  
 DESIGNED BY: DAD  
 DRAWN BY: DAD  
 CHECKED BY: DAD  
 ISSUE DATE: 11/20/2023  
 SHEET NO.

**P1**

OF 1 SHEETS

## Project Narrative

# Outer Banks Dare Challenge

Conditional Use Permit Application

Dare County

November 23, 2020

Revised December 21, 2020

## General

The Outer Banks Dare Challenge proposes to expand their existing facility at 2263 NC Hwy 345 in Wanchese onto recently acquired adjoining land. The project proposes the construction of four new buildings along with associated parking, access, stormwater, wastewater, and utilities infrastructure. The existing building is proposed to remain and continue its use along with the installation of the new facilities.

The project is located within the HWY 345 Zoning District. The existing use (Residential Recovery and Treatment Center) is authorized as a Permitted Use in Section 22-27.16(b)(18) of the Dare County Zoning Ordinance. That section of the ordinance also specifies that *“If more than one structure on parcel, it will be considered a group development subject to conditional use permit review”*. Therefore, a Conditional Use Permit is being requested to allow the installation of the four new structures on the site in addition to the existing building.

## Existing Conditions

In early 2020, a land swap with the State of North Carolina allowed a portion of the land on the north side of the original Dare Challenge Parcel to be recombined with the Dare Challenge Parcel resulting in the 3.6 acre parcel which is the subject of this application. The subject parcel contains the existing Dare Challenge facility (3,604 sf building, gravel parking, outbuilding and dumpster pad) in its southern quadrant while the rest of the parcel remains undeveloped.

## Proposed Conditions:

The existing facility is to remain unchanged with the exception of the relocation of the dumpster to a site within the expansion.

This project proposes to install four new buildings on the expanded parcel to better serve the needs of the Outer Banks Dare Challenge. These buildings will include a large multipurpose building placed centrally on the site with two residential dorm buildings and a staff house located towards the rear of the site. The specifics on these planned buildings are as follows:

### Multipurpose Building:

- 9,920 sf single story metal building on slab foundation
- Will contain a kitchen, offices, classroom, chapel, computer room, and large open room for activities.
- Will serve only the residents and employees of the facility.

### Residential Dorms (2):

- 1,768 sf single story metal building on slab foundation
- Will contain residential facilities

Staff House:

- 1,768 sf single story metal building on slab foundation
- Will contain residential facilities

Finish Floor Elevation for the proposed buildings is set at 8.2' in order to comply with Dare County's Regulatory Flood Elevation of 8'. To meet this requirement, the building pads will be filled 3'-4' and parking and drive aisles will be elevated accordingly.

Parking is provided to serve the residents and no outside use is proposed. Parking and drive aisles will be paved in gravel, with concrete parking and accessways for ADA routes. Fire access is provided all of the way around the multipurpose building.

The existing freestanding sign will remain unchanged. Any future changes or replacement of the sign will be processed through the dare County Planning Sign Permit process.

No freestanding / parking lot lighting is proposed. Building mounted Safety Lighting will be installed with the construction of the buildings. If parking lot lighting is proposed in the future, a lighting plan will be processed with Dare County Planning.

Wastewater will be provided via on-site septic systems permitted through the Dare County Health Department.

Domestic water service will be provided via the Dare County Water system and a tap into the Dare County Water Main located in the Highway 345 right-of-way. A new Hydrant is proposed to be installed on the north side of the northern entrance to the site.

Stormwater Management will be provided via a proposed wet pond located to the rear of the site. An NCDEQ Stormwater Permit will be required for this project.

**Consistency with Zone and Neighbors:**

The Highway 345 Zoning District consists of a mixture of residential and commercial uses. This application requests an expansion of an existing use rather than a new use, and the history of the Dare Challenge facility within the district is testament to the harmony of this use in this location. Neighbors consist of State owned land (vacant) to the north and east, a boat storage yard to the south, and a sand mining facility on the other side of Highway 345 to the west. The expansion of this facility should have no adverse impact on the neighboring properties.



*Rodanthe Sunset Resort -- Conditional Use Permit*

**Description**

Staff report, site plan, draft CUP and other supporting documents for the Rodanthe Sunset Resort are attached with this cover sheet. Since this is a conditional use permit, it will be conducted as a quasi-judicial matter.

**Board Action Requested**

Approval of site plan and draft conditional use permit as recommended by the Planning Board.

**Item Presenter**

Donna Creef

STAFF REPORT – Dare County Board of Commissioners  
January 4, 2021

FROM: Donna Creef, Planning Director

RE: Rodanthe Sunset Resort Group Development

The owners/developers of Rodanthe Sunset Resort (Jeff Fabricant and John Harris) have submitted a revised site plan and conditional use permit amendment for the site which is located at 24280 NC 12 in Rodanthe. A CUP for this site was originally approved in 2008. This CUP has expired. This request seeks to eliminate two commercial structures and construct all residential structures. Many of the conditions in the original CUP focused on the commercial development. The current request is being processed as a new conditional use permit since the original 2008 CUP has expired and there is a transition to all residential structures.

The project summary from Mike Robinson, project engineer, describes the existing improvements and permits that have been secured for the site and outlines the proposed changes. With the elimination of the commercial structures, the allowable lot coverage reverts to 30% for residential developments. The overall number of units in the second multifamily structure remains at eight units. Two single-family residential structures with ten bedrooms each are proposed. The overall number of structures proposed does not vary from the total approved in 2008, just the nature of occupancy. There are also some adjustments in the spatial layout of the improvements as noted in Robinson's cover letter.

A division of the site into three lots was approved in 2016. The parcels will be combined into one large parcel as part of the CUP activities.

The developers have requested a five-year approval period, which has been included in the draft CUP attached to this report.

All previously issued state permits will be updated accordingly for the proposed development.

The site plan has been reviewed by the Fire Marshal and the improvements will be constructed for compliance with the NC fire codes.

The Planning Board reviewed this proposed development on November 9, 2020 and voted to recommend approval of the site plan and draft CUP.



**Conditional Use Permit No.4-2020**

Dare County Sections 22-27.1, 22-31, and 22-68.

**Application of:** Rodanthe Sunset Resort, a group development

On January 4, 2021, 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 Board as required by Section 22 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 conditional use permit under the Code, including a group development;
3. That the Petitioner owns property consisting of 3.54 acres located at 24280 NC 12 Hwy in Rodanthe, NC. The property is zoned S-1 and is listed on the Dare County tax records as 06481297801301, 064812977282, and 0614812969963.
4. That the Dare County Planning Board recommended for approval the granting of a Conditional Use Permit as requested. The Planning Board made this recommendation on November 9, 2020
5. That the Dare County Board of Commissioners is empowered under sections of the Code set out above to grant uses such as allowed herein and insofar as the conditional use is hereinafter allowed it will not adversely affect the public interest;
6. That the hereinafter described conditional use is deemed to be reasonable and is not in degradation of the intent of the ordinance.

NOW, THEREFORE, under the provisions of the Code, the following conditional use is granted to Rodanthe Sunset Resort for a group development, subject to such conditions as are hereinafter set out:

**CONDITIONAL USE:** A group development project consisting of four structures. The project will be served by an on-site wastewater system and central water provided by the Dare County Regional Water Supply System. A site plan depicting the proposed improvements is identified as Appendix B, attached to and made a part of this Permit.

**CONDITIONS:**

1. Only the improvements depicted on the site plan (Appendix B) are authorized for construction by this Permit. Building 1 as depicted on the site plan is an existing multifamily structure previously authorized by Dare County. This building is considered a part of this group development.
2. Building 2 shall be a multifamily structure consisting of eight units with a gross floor area of 17, 284 square feet. Building 3 shall be a detached single- family structure with a gross floor area of 8,924 square feet. Building 4 shall be a detached single family structure with a gross floor area of 8,924 square feet. All structures shall be constructed to be consistent with the regulatory flood protection elevation standards of the Dare County Flood Damage Prevention Ordinance and consistent with the North Carolina Building Codes.
3. On-site parking shall be provided as regulated by the Dare County Code, Section 22.55 and 22.56. A total of fifty (50) parking spaces shall be provided as depicted on the site plan.
4. Dare County construction permits shall be secured for all three structures within five years of the date of Dare County Board of Commissioner approval. As an-built survey shall be submitted to Dare County prior to the issuance of Certificates of Occupancy of the three structures. If construction permits are secured separately for each of the three structures, then individual site plans and as-built surveys for each structure shall be required when the structures are completed and ready for occupancy.
5. A plat shall be recorded in the Dare County Register of Deeds combining the three parcels of land proposed for development. This plat shall be recorded before construction permits for the three new structures are issued by Dare County.
6. Copies of all supplemental State and/or federal permits shall be provided to the Dare County Planning Department.
7. Any changes to the site plan shall be reviewed by the Dare County Planning Board and approved by the Dare County Board of Commissioners;
8. It is understood that all other terms and provisions of the Code shall remain in full force and effect except as herein lawfully permitted;
9. A violation of this Permit shall be a violation of the Code punishable as therein provided, and shall automatically void this Permit;



10. The Petitioners shall accept these terms as indicated by appropriate signatures on page 4 of this CUP before this Permit shall be effective.

This 4th day of January 2021

SEAL:

COUNTY OF DARE

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

ATTEST:

By: \_\_\_\_\_  
Cheryl Anby  
Clerk to the Board

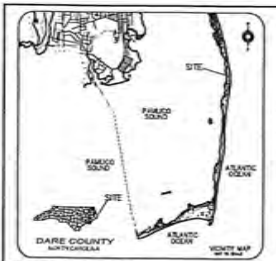
**THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED**

Rodanthe Sunset Resort

By: \_\_\_\_\_  
John Harris for Rodanthe Sunset Resort

**APPROVED AS TO LEGAL FORM**

By: \_\_\_\_\_  
Robert L. Outten  
County Attorney



PLAN PREPARED FOR DARE COUNTY  
CONDITIONAL USE PERMIT AMENDMENT ONLY  
CONSULT FINAL ENGINEERED SITE PLAN  
FOR PERMITTING AND CONSTRUCTION

- NOTES AND INTERFERING DATA:**
- SUBJECT PROPERTY:**  
PARCELS 1, 2 AND 3, FORDSHEE SUBJECT RESORT  
RECORDING DATE: 08/26/2010  
SIC: 1994 NC GEN. DIS. P. 21, 24, 25, 208  
2012 NC PERMANENT LAND ACQUISITION ACT, 2012
  - LOT AREA:**  
TOTAL COMBINED PARCEL AREA = 154,825 sq. ft. (3.52 ac.)
  - APPLICANT:** SUNSET RESORTS, INC.  
P.O. BOX 1000, WAREHOUSES, NC 27880  
ADDITIONS TO THE RESIDUAL SUBJECT RESORT WHICH IS A  
PRE-EXISTING GROUP DEVELOPMENT PROJECT:  
PROPOSED MODIFICATIONS INCLUDE:  
1. 8 UNIT CONDOMINIUM BUILDING WITH 100% BEDROOMS (BLDG 1)  
2-40 BEDROOM SWIMMING UNIT EACH WITH A SWIMMING POOL  
CONCRETE SIDEWALKS AND ASPHALT PAVED DRIVE AND PARKING  
WASTEWATER SYSTEM UPDATES FOR PROPOSED WASTEWATER PLANT
  - BOUNDARY SURVEY:**  
S. 1-4 WAREHOUSE BUILDING SETBACKS GROUP DEVELOPMENT OUTSIDE  
FRONT YARD = 10' REAR YARD = 20'  
SIDE YARD = 10'
  - FEIN DATA:**  
Dare County ZONING DISTRICT  
SIC: 1994 NC GEN. DIS. P. 21, 24, 25, 208  
2012 NC PERMANENT LAND ACQUISITION ACT, 2012  
Dare County ZONING DISTRICT  
SIC: 1994 NC GEN. DIS. P. 21, 24, 25, 208  
2012 NC PERMANENT LAND ACQUISITION ACT, 2012  
Dare County ZONING DISTRICT  
SIC: 1994 NC GEN. DIS. P. 21, 24, 25, 208  
2012 NC PERMANENT LAND ACQUISITION ACT, 2012
  - DEVELOPMENT SUMMARY:**
- | BUILDING NUMBER | NUMBER OF UNITS OR BEDROOMS | WASTEWATER DESIGN FLOOR AREA |
|-----------------|-----------------------------|------------------------------|
| EX. 1           | 8                           | 2,183 sq. ft.                |
| 2               | 8                           | 2,183 sq. ft.                |
| 3               | 1                           | 5,320 sq. ft.                |
| 4               | 1                           | 5,320 sq. ft.                |
| TOTAL           | 18                          | 8,726 sq. ft.                |
- FAIR CALCULATIONS:**  
TOTAL PARCEL AREA = 154,825 sq. ft. (3.52 ac.)  
MAXIMUM FLOOR AREA RATIO = 0.18 (64,072 sq. ft.)
  - EXISTING LOT COVERAGE:**

BUILDING NUMBER	EXISTING FLOOR AREA
1	14,270 sq. ft.
2	12,234 sq. ft.
3	8,824 sq. ft.
4	8,824 sq. ft.
TOTAL	44,152 sq. ft.

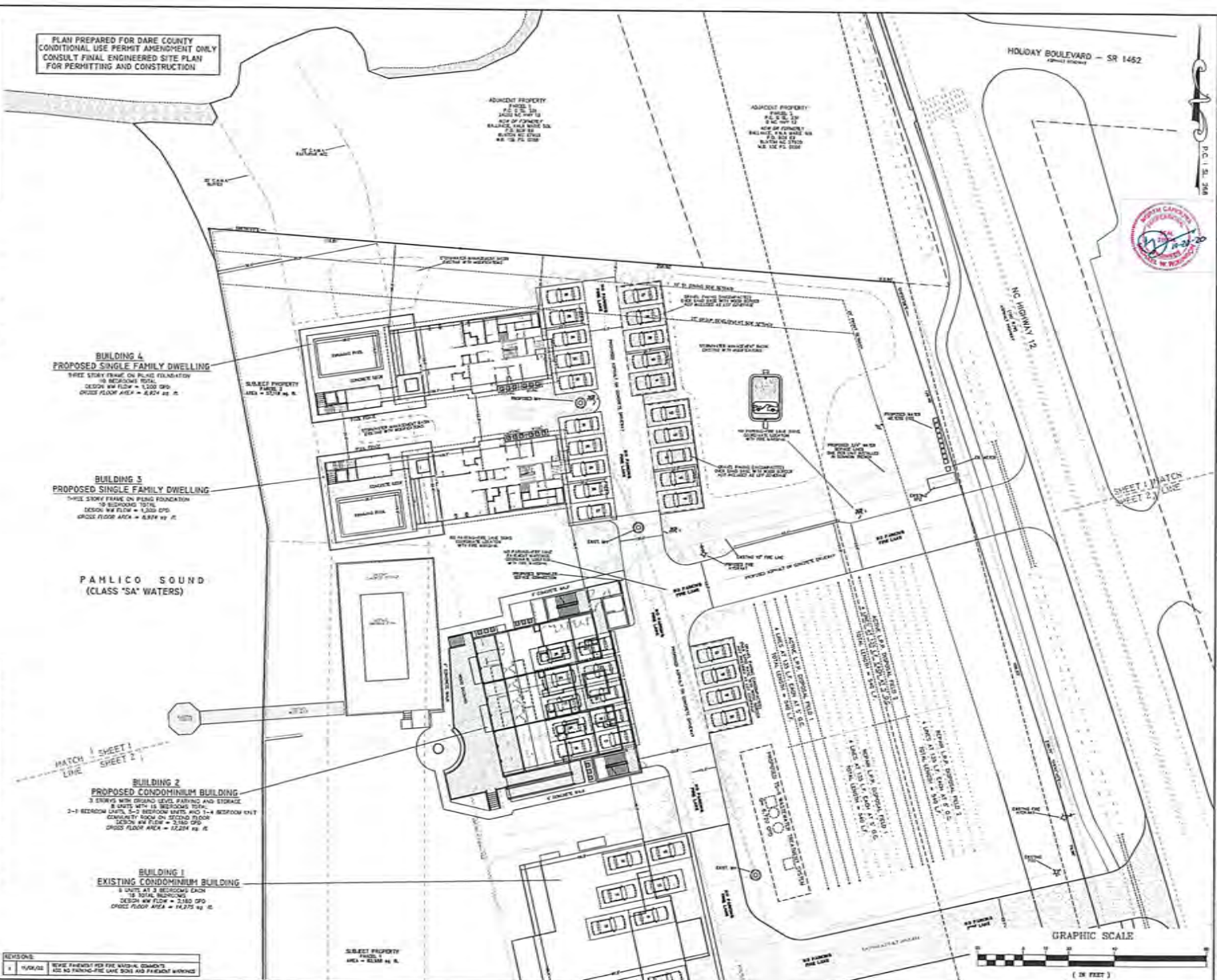
FLOOR AREA RATIO: 0.28

  - PROPOSED LOT COVERAGE:**

PROPOSED FLOOR AREA	PROPOSED CONCRETE PATHS	PROPOSED BUILDING 2 AND CEILING	PROPOSED BUILDING 3 CONCRETE PATHS	PROPOSED BUILDING 3 CONCRETE POOL CEILING	PROPOSED BUILDING 3 POOL SURFACE AREA	PROPOSED BUILDING 4	PROPOSED BUILDING 4 CONCRETE POOL CEILING	PROPOSED BUILDING 4 POOL SURFACE AREA	TOTAL PROPOSED COVERAGE
11,270 sq. ft.	1,491 sq. ft.	6,790 sq. ft.	82 sq. ft.	2,889 sq. ft.	0 sq. ft.	2,889 sq. ft.	0 sq. ft.	0 sq. ft.	23,811 sq. ft.

TOTAL EXISTING AND PROPOSED COVERAGE: 67,963 sq. ft.  
PERCENT EXISTING AND PROPOSED COVERAGE: 43.3%

  - WASTEWATER SYSTEM DATA:**  
DESIGN FLOW = 8,726 GPD  
EXISTING DRAINAGE:  
2 1/2 INCH DIA. OVERSIZED FLOOR DRAIN SEPARATORS  
EACH FIELD WITH 4 LINES AT 1/2 INCH DIA.  
TOTAL LIFT DRAINAGE NUMBER = 1,000 GPD  
STANDARD DESIGN RATE = 0.3 MGD PER A.C.  
USE TO PREVENTION SYSTEMS  
STANDARD DESIGN RATE = 0.3 MGD PER A.C.  
INCREASE LEAK BY FACTOR OF 2.5 PER 1/4 INCH DIA. (1/2 INCH DIA.)  
MINIMUM DRAINAGE LENGTH = (1,700/0.3) / 5.3 = 1,042.7' AT 5%  
CURRENT APPROVED WASTEWATER DISPOSAL CAPACITY = 8,000 GPD  
ADDITION OF APPROVED TO WASTEWATER TREATMENT SYSTEM REQUIRED



**PROFESSIONAL SEAL**  
MICHAEL W. ROBINSON, P.E., P.L.S.  
ENGINEERING AND SURVEYING  
HILL, DUNCAN, & ASSOCIATES, INC.  
2121 N. W. 10TH AVE., SUITE 200  
MILWAUKEE, WI 53227-2748  
PHONE: 262-232-1800  
FAX: 262-232-1801  
EMAIL: mrobinson@dwahill.com

**CUP AMENDMENT PLAN**  
NOT RELEASED FOR CONSTRUCTION

**REVISIONS**

NO.	DATE	DESCRIPTION
1	10/20/20	ISSUED FOR PERMITTING
2	10/20/20	ISSUED FOR PERMITTING
3	10/20/20	ISSUED FOR PERMITTING
4	10/20/20	ISSUED FOR PERMITTING
5	10/20/20	ISSUED FOR PERMITTING
6	10/20/20	ISSUED FOR PERMITTING
7	10/20/20	ISSUED FOR PERMITTING
8	10/20/20	ISSUED FOR PERMITTING
9	10/20/20	ISSUED FOR PERMITTING
10	10/20/20	ISSUED FOR PERMITTING

**PROJECT NO.** 030820-1

**SHEET 1** OF **2**

**PROJECT NAME:** RODANTHE SUNSET RESORT - PHASE 2  
**LOCATION:** DARE COUNTY, NORTH CAROLINA  
**ADDRESS:** 24280 NC HIGHWAY 12 - RODANTHE

**Michael W. Robinson, P.E., P.L.S.**

**Rodanthe Sunset Resort – Conditional Use Permit Amendment**

24280 NC Highway 12, Rodanthe, NC 27968

**Existing and Proposed Development Summary**

Prepared October 20, 2020 by Michael W. Robinson P.E., P.L.S.

*Refer to preliminary plan plans prepared by Michael W. Robinson, P.E., P.L.S. titled “Rodanthe Sunset Resort – Phase 2”, 2 sheet set dated 10-20-2020 as submitted to Dare County Planning on 10-20-2020.*

**Subject Property:**

3.56 ac. located on the Pamlico Soundfront at 24280 NC Highway 12 in the Village of Rodanthe as described at Deed Book 1994 Page 0550, Plat Cabinet I, Slide 268 and Unit Ownership file F, Slide 268, Dare County, NC.

**Existing Development:**

Currently the site improvements include a 6 unit condominium building, each unit with 3 bedrooms for a total bedroom count of 18.

Additional site improvements include:

1. Wastewater collection and disposal system currently approved with lpp disposal for 8,088 gpd (with TS II additions).
2. Asphalt drives and parking
3. Existing swimming pool with concrete decking
4. Existing water line improvements with a 10” fire protection line, RPZ and individual meters/services for the existing condominium building.

*Refer to plans prepared by Quible and Associates, P.C. titled “Sunset Resort – Phase II” dated 02-23-2007.*

**Current Approval:**

Along with the existing 6 unit condominium, the current approved Conditional Use plan noted as Sunset Resort phase II includes the addition of:

1. Building 3 -An eight unit condominium building with 24 bedrooms.
2. Total Residential unit count as currently approved is 14 units with 42 total bedrooms.
3. Building 2 -A 5,400 sq. ft. commercial building
4. Building 4 – A 5,400 sq. ft. commercial building
5. Addition of additional drives and parking including a second driveway connection to NC Highway 12.
6. Impervious lot coverage = 64,528 sq. ft. (43.86%)

*Refer to plans prepared by Quible and Associates, P.C. titled “Sunset Resort – Phase II” dated 02-23-2007.*

**Proposed CUP amendments:**

The Developer proposes to amend the Conditional Use Permit to include the following:

1. Elimination of both commercial structures
2. Maintain currently approved Building 3 (shown as Building 2 on the current site plan) as an eight bedroom condominium building with 24 bedrooms. The building location has shifted slightly and the building has been revised dimensionally.
3. Add two single family residential dwellings, three story frame on piling foundation. Each dwelling with 10 bedrooms.
4. Total Residential unit count as proposed is 16 units with 54 total bedrooms.
5. Proposed lot coverage as proposed = 44,767 sq.ft. (28.9%)
6. Additional concrete or asphalt parking and drives including the previously approved second driveway connection to NC Highway 12.
7. Water system improvements to serve the single family dwelling and provide sprinkler connection to Proposed Building 2.
8. Addition of a TS-II wastewater treatment system to the existing wastewater system for a design flow of 6,720 gpd. A short gravity sewer extension will be required along with an additional manhole to provide sewer service to the single family residential units.

*Refer to preliminary plan plans prepared by Michael W. Robinson, P.E., P.L.S. titled "Rodanthe Sunset Resort – Phase 2", 2 sheet set dated 10-20-2020 as submitted to Dare County Planning on 10-20-2020.*

**Permits and Permit Modifications Required:**

Along with the Conditional Use Approval the following permits are expected to be required prior to beginning construction:

1. An updated stormwater management plan and sedimentation erosion control plan. This plan includes a reduction in lot coverage so only a minor modification may be required.
2. CAMA Development permit. The CAMA permit will likely be initially obtained for the two single family units which will be constructed first and a new CAMA permit obtained for the condominium building which be constructed at a later date.
3. Modified wastewater system approval with the Dare County Health Department for the gravity sewer modifications and the addition of the treatment system. The loading rate for the drainfield for the original flow of 8,088 gpd was previously approved.

Information noted above has been compiled from existing records provided by the developer and other reliable sources. All data is accurate to the best of my knowledge at this time.



*Amendment to the Capital Project Ordinance for DHHS and Animal Shelter Projects*

**Description**

Please see the following Item Summary

**Board Action Requested**

Adopt the amendment to the capital project ordinance and authorize the County Manager to execute Change Order #PC06 to the AR Chesson Construction contract for the DHHS project.

**Item Presenter**

David Clawson, Finance Director

## **Item Summary: Amendment to Capital project Ordinance for the Animal Shelter and DHHS Projects**

This agenda item is a catch-up for change orders, finalization of costs, execution of owner contracts that require project budget adjustments for the Animal Shelter and DHHS projects. **The net change to both projects is zero.** The County Manager has already executed all change orders less than \$25,000 as authorized by the budget ordinance.

### **Animal Shelter**

The project budget adjustments are:

- \$15,787 increase to Whiting Turner's guaranteed maximum price for scope changes, scope additions, and design corrections covered by change orders 009, 013, 014, 021, 023, 029, 030, 031 and 033, all already executed by the County Manager. Changes are for dog park fencing, office dividing wall, an additional fence gate, relocation of the exterior sign to Airport Road, sidewalk and paver changes, an additional base metal cabinet, appliances over allowance, enclosure of structural steel beam slip joints, and additional blocking to extend fascia soffit. With this change, Whiting Turner's contract is \$51,879 less than the original amount.
- \$12,350 increase to owner's costs for two 15,000-gallon propane tank fills and a vaccination refrigerator that eliminates the need for the installation of a small generator.
- \$6,108 increase to FF&E for 6 dog cages and two TV's missed in the original count.
- \$4,657 increase to utilities for the actual cost of electric installation by Dominion.
- \$27,950 credit (budget decrease) for actual sales tax refunds to date.
- \$10,952 decrease to owner's contingency

### **DHHS**

The project budget adjustments are:

- \$14,700 increase the guaranteed maximum price budget for scope changes, scope additions, and design corrections covered by change orders C02, C03, C04, C05, and C06, all already executed by the County Manager except for C06. Changes are for rerouting chiller piping, to change certain cast iron piping to PVC, create a load bearing interior wall in DSS, change door hardware & finishes to match already existing in the buildings, add replacement of existing door hardware to the AR Chesson contract, add moving & storage costs for existing spaces getting flooring & carpet replacement.
- \$2,500 increase to architect expenses.
- \$6,503 increase to construction testing.
- \$5,000 increase to owner costs to replace an existing kitchen hood.
- \$26,295 increase to furniture, fixtures, and equipment after setting the final scope with DHHS.
- \$9,928 decrease to security system, door hardware, etc...
- \$18,775 decrease to owner's contingency.

All changes are reflected in the 1/4/2021 column on the attached S2021A LOBs budget summary.

### **Action Requested**

The Board is requested to adopt the amendment to the capital project ordinance and to authorize the County manager to execute the AR Chesson change order #06.

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

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

**Section 1** This ordinance is to update the project budget for updates to project budgets for the Animal Shelter and DHHS. This ordinance amends the capital project ordinance adopted 9/18/2017, and amended on 8/6/2018, 1/22/2019, 2/4/2019, 6/3/2019, 6/17/2019, 7/15/2019, 7/16/2019, 8/5/2019, 12/2/2019, 12/16/2019, 1/21/2020, 2/4/2020, 3/16/2020, 4/6/2020, 6/12/2020, 8/14/2020, 8/17/2020, 9/8/2020, 10/19/2020, 11/2/2020, 12/7/2020, and 12/21/2020.

**Section 2** The following budget shall be conducted within the Capital Projects Fund (fund #61) and the Schools Capital Project Fund (fund #63).

**Section 3** The following appropriations are changed as indicated:

**Animal Shelter**

Guaranteed maximum price	615550-737520-60339	\$15,787 increase
Owner costs	615550-737002-60339	\$12,350 increase
FF&E and owner supplied	615550-737406-60339	\$6,108 increase
Electric & other utilities	615550-737517-60339	\$4,657 increase
Sales tax refunds	615550-737001-60339	(\$27,950) increase of credit
Owner's contingency	615550-750000-60339	(\$10,952) decrease

**DHHS Project**

Architect expenses	615620-710912-60337	\$2,500 increase
Construction testing	615620-710911-60337	\$6,503 increase
Owner costs	615620-737002-60337	\$5,000 increase
Guaranteed maximum price	615620-737500-60337	\$14,700 increase
FF&E	615620-737406-60337	\$26,295 increase
Security system, readers, etc	615620-737454-60337	(\$9,928) decrease
Owner's contingency	615620-750000-60337	(\$45,070) decrease

**Section 4** The following revenues are additionally anticipated to be available to complete the project as changed below:

None

**Section 5** After this amendment, the following amounts are budgeted for the S2020 LOBs to date:

COA	\$17,620,560	
Animal Shelter	\$6,596,988	
DHHS buildings	\$5,738,583	
Manteo HS roof	\$1,012,600	
Manteo property & renovations	\$781,959	
Buxton property	\$320,043	
EMS equipment 2020 CIP	\$1,498,316	
Costs of issuance	\$344,990	
Total		\$33,914,039

**Section 6** The Finance Officer is directed to report the financial status of the project as a part of the normal ongoing financial reporting process.

Section 7 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 4<sup>th</sup> day of January, 2021.

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

[SEAL]

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



	Account Number			Through 6/30/2020	8/14/2020 8/17/2020	9/8/2020	10/19/2020	11/2/2020	12/7/2020	12/21/2020	1/4/2021	Totals
<b>Revenues</b>												
Debt proceeds S2021A LOBS	613090	470318	98726	16,639,292	-	-	46,095	1,703,680	12,667,382	344,990	-	31,401,439
Debt proceeds S2021A LOBS	633090	470318	98726	1,000,000	-	-	-	-	12,600	-	-	1,012,600
Original issue premium	613090	471005	98726	-	-	-	-	-	-	-	-	-
State bond funds	613025	422003	60332	-	-	-	-	-	1,500,000	-	-	1,500,000
												<b>33,914,039</b>
<b>Expenditures</b>												
<b>Costs of Issuance</b>												
Costs of issuance & additional pro	615490	545300	98726							180,717	-	180,717
Underwriters' discount	615490	717100	98726							164,273	-	164,273
												344,990
<b>COA Project</b>												
Architect	615676	710900	60332	937,969								937,969
Construction testing	615676	710911	60332	150,000			(70,000)					80,000
Owner costs	615676	737002	60332	80,500		10,000	7,125		(1,118)			96,507
Demolition & abatement	615676	737008	60332	400,000		(400,000)						-
Guaranteed Maximum Price - Der	615676	737520	60332	-		369,032	129,938					498,970
Guaranteed Maximum Price - Site	615676	737508	60332	-				1,703,680	13,872,736			15,576,416
CMAR preconstruction services	615676	737500	60332	109,089								109,089
Architect expenses	615675	710912	60332	10,000								10,000
Commissioning	615675	737523	60332	-					40,000			40,000
Utilities	615675	737517	60332	-					100,000			100,000
Owner's contingency	615676	750000	60332	-		20,968	(20,968)		155,764			155,764
Fiber move & new install	615676	737526	60332	15,845								15,845
												17,620,560
<b>Animal Shelter</b>												
Guaranteed Maximum Price	615550	737520	60339	5,872,839		(67,666)					15,787	5,820,960
Architect	615550	710900	60339	230,980	24,865							255,845
Construction testing	615550	710911	60339	24,311								24,311
Architect additional services	615550	710912	60339	14,760								14,760
Owner costs	615550	737002	60339	25,000	11,300						12,350	48,650
Builders Risk	615550	735400	60339	-								-
CMAR preconstruction services	615550	737500	60339	-								-
FF&E and Owner Supplied	615550	737406	60339	206,023		(49,621)				6,108		162,510
Fiber to building	615550	737570	60339	15,000								15,000
Network wiring	615550	737409	60339	20,086								20,086
Landscaping by owner	615550	737003	60339	10,000								10,000
Electric & other utilities	615550	737517	60339	30,000							4,657	34,657
Sign	615550	737451	60339	7,500								7,500
Card readers & security system	615550	737454	60339	26,763								26,763
Permits & other	615550	737501	60339	10,000								10,000
Sales tax refunds	615550	737001	60339	-							(27,950)	(27,950)
Owner's contingency	615550	750000	60339	103,726	(36,165)	117,287					(10,952)	173,896
												6,596,988
<b>Manteo High School Roof Replacement</b>												
Roof replacements - 2 sections	635675	711515	98660	1,000,000					12,600			1,012,600
												1,012,600
<b>DHHS Project</b>												
Architect	615620	710900	60337	492,991								492,991
Architect expenses	615620	710912	60337	5,000							2,500	7,500
Construction testing	615620	710911	60337	20,000							6,503	26,503
Owner costs	615620	737002	60337	25,000							5,000	30,000
CMAR GMP & pre-con	615620	737500	60337	4,852,938		(41,465)					14,700	4,826,173
FF&E	615620	737406	60337	129,378							26,295	155,673
Sec sys, readers, replace door locl	615620	737454	60337	81,654							(9,928)	71,726
Permits & other	615620	737501	60337	32,916								32,916
Owner's contingency	615620	750000	60337	98,706		41,465					(45,070)	95,101
												5,738,583
<b>Manteo Property</b>												
Land & building purchase	615490	737101	60340	712,338								712,338
Renovations	615490	737006	60340	69,621								69,621
												781,959
<b>Buxton Property</b>												
Land & building purchase	615490	737101	60341	320,043								320,043
												320,043
<b>CIP Equipment</b>												
EMS MD Computers	615531	737437	60342	365,200								365,200
Cardiac monitors	615531	737437	60344	1,133,116								1,133,116
												1,498,316
				17,639,292	-	-	46,095	1,703,680	14,179,982	344,990	-	<b>33,914,039</b>

Dare DHHS Project  
 Project Budget/Estimate

12/17/2020

GMP After Bidding

Project #60337

<u>Source</u>	<u>Item</u>		
AR Chesson K	Total Construction Manager at Risk		\$ 4,826,173
			After PCO#07
Contract	Architect	440,895	
Contract	Architect expenses	7,500	
Contract CO	Additional environmental permitting, scope changes for stormwater drainage, bid alternates for remodel	52,096	
	Total architect		500,491
County	Construction testing	26,503	
County	Owner costs	30,000	
County & OC	FF&E	155,673	
County FM	Security system, door readers, etc...	71,726	
County	Permits & other	32,916	
	Sales tax refunds		
County	Owner's contingency	95,101	
			411,919
	<b>Total</b>		<b>\$ 5,738,583</b>

Dare Animal Shelter Project  
 Project Budget/Estimate  
 Project #60339

12/18/2020  
 After Second Bids & Scope Verification  
 Before OB SPCA Fundraising  
 Before Refundable Sales Tax Estimate

<u>Source</u>	<u>Item</u>		
Whiting Turner			\$ 5,820,960
Contract	Architect	255,845	
Contract	Architect additional services	<u>14,760</u>	
			270,605
Architect	Construction testing	24,311	
County	Owner costs	48,650	
County	FF&E & owner supplied	162,510	
County IT	Fiber to building	15,000	
County IT	Network wiring	20,086	
County	Landscaping by owner	10,000	Allowance for County GM
County	Electric & other utilities	34,657	
County	Sign	7,500	
County	Card reader system/security	26,763	
County	Permits & other	10,000	
	Sales tax refund	(27,950)	Actual
County	Owner's contingency	<u>173,896</u>	At 2.98% of estimated construction
			<u>505,423</u>
	Project total		<u><u>\$ 6,596,988</u></u>



*The College of the Albemarle Lease with County of Dare*

**Description**

Attached is the lease agreement between Dare County and College of the Albemarle for new COA-Dare. Term of lease to commence on the issuance date of the certificate of occupancy for the new improvements.

**Board Action Requested**

Approval of and execution of attached Lease.

**Item Presenter**

Robert Outten, County Manager

**NORTH CAROLINA**

**DARE COUNTY**

**THIS LEASE**, made and entered into this 18<sup>th</sup> day of December, 2020 by and between County of Dare, (hereinafter "Landlord") and The College of the Albemarle, (hereinafter "Tenant");

**WITNESSETH:**

For and in consideration of the mutual terms and conditions contained herein Landlord hereby leases and demises unto Tenant, and Tenant hereby rents and leases from Landlord the Leased Premises herein described upon the following terms and conditions:

1. **Leased Premises.** The Leased Premises shall consist of all that lot or parcel of land and improvements thereon located in Dare County, North Carolina, and being more particularly described as: the parcel located at 205 North Highway 64/264, Manteo, NC, commonly known as the former Manteo Middle School and being Dare County tax parcel number 025562099, and described in Book 1590, Page 447 and Book 1642 Page 267 of the Dare County Registry, save and except the fenced in area in the northeast corner that is now used as a Dare County Parks and Recreation baseball field.
2. **Fixtures and Equipment.** In addition to the Leased Premises described above, Landlord shall let and lease unto Tenant all appliances, fixtures and equipment located within the Leased Premises.
3. **Term.** The term of this Lease shall commence on the date the certificate of occupancy is issued for the new improvements, (the construction of which are set to begin in the fall of 2020),

which date shall be the inception date. In the event this lease is not renewed at the expiration of the initial term, or is otherwise terminated, Tenant's rights under the terms of this lease shall terminate, possession of the premises, the improvements thereon, and title to and possession of the fixtures and equipment contained therein, shall vest to and become the property of Landlord without payment of any compensation except as provided in paragraph eighteen below and Tenant shall have no further right, title or interest in same.

4. **Rental.** As rental for the said premises, Tenant shall pay unto Landlord the sum of One Dollar (\$1.00) per year, for a total of Thirty Dollars (\$30.00) for the entire term of the lease. The said sum of Thirty Dollars (\$30.00) shall be paid in full in advance at the inception date of this lease.

5. **Ad Valorem Taxes.** There are no ad valorem taxes upon the premises.

6. **Utilities.** Tenant shall be responsible for and pay all utility costs associated with the Leased Premises, including but not limited to electricity, water, gas, telephone, internet services, solid waste and sanitation fees, and television.

7. **Insurance.** Tenant shall keep and maintain a policy of public liability insurance insuring against property damage, personal injury, and public liability arising by reason of occurrences attributable to Tenant on or about the premises or arising from the use of the premises, with coverage of not less than \$2,000,000.00 for any one occurrence. Tenant shall keep and maintain fire and extended coverage insurance on the contents of the building at tenant's expense and shall maintain such workers compensation insurance as may be required by law. All such policies of insurance shall be written by insurance companies qualified to do business in North Carolina, shall name Dare County as an insured party and shall provide for

cancellation only upon 30 days notice to Landlord. Tenant shall provide Landlord certificates of insurance annually upon renewal.

Landlord shall obtain a fire, wind, hail, and extended coverage insurance policy or policies upon the buildings, and all improvements upon the premises, together with flood insurance if the property is located in a flood zone in which commercial lenders require flood insurance coverage. The amount of coverage for such policies of insurance shall not to exceed the fair market value of the building and improvements upon the premises.

8. **Repairs and Maintenance.** Landlord shall keep and maintain the exterior of the building, exterior glass, exterior doors, the roof, the grounds, and the HVAC. Tenant shall keep the demised premises in clean and sanitary condition and will keep and maintain all portions of the Leased Premises not maintained by Landlord, including, but not limited to, the plumbing, electrical systems, sewage, fixtures, equipment, painted surfaces, interior windows, interior doors, glass, and all interior improvements from time to time located therein in as good of repair as they are now in. Pursuant to the provisions of NCGS 115D-32(d) Landlord shall compensate Tenant for maintenance and utilities of the premises, not covered by Landlord above, in annual amounts appropriated for such costs as determined and approved by the Dare County Board of Commissioners.

9. **Improvements and Alterations.** Tenant shall not erect exterior signs, make structural improvements or structural alterations, or any other improvements to the Leased Premises without the consent of the Landlord. Landlord may withhold such consent at its discretion and for any reason or no reason. If such structural improvements are permitted, they shall become a part of the Leased Premises and shall be the property Landlord upon termination of this lease without cost to or reimbursement from Landlord except as otherwise provided in Paragraph 18.

10. **Use of the Premises.** Tenant shall be allowed to use the premises for community college purposes, other purposes associated with the mission of the College of the Albemarle and for other purposes compliant with the College of the Albemarle's facility use policy. Tenant shall comply with all laws, ordinances, codes and legal requirements applicable to the premises and Tenant's use thereof.

Tenant shall continuously use the premises at all times as a full-service community college and venue for College of the Albemarle. In the event the Tenant shall at any time discontinue operation of the Premises as a full-service community college as contemplated herein and does not resume operation within 30 days following written notification from Landlord to resume operations as a full-service community college, Landlord, at its option, may terminate this lease.

11. **Mortgage.** Tenant agrees that this lease shall be subordinated to any loan or other obligation of Landlord, now or in the future, that would require the leased premises as collateral, without the necessity of Tenant's execution of a subordination agreement. Notwithstanding, in the event a subordination agreement is required by Landlord's lender, Tenant agrees to execute such agreement to subordinate this lease to the deed of trust or other encumbrance required by any such lender.

12. **Default.** Breach of any covenant or condition of this Lease shall be deemed a default by Tenant under this Lease. However, a default as to a matter capable of being cured shall be deemed waived if Tenant, in good faith, commences performance required to cure the same within 10 days after receipt of such notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default and the default is cured within one year from the notice of default. Tenant shall be deemed in default if Tenant during the term of this Lease should be adjudged bankrupt or insolvent by any Court of competent jurisdiction, a receiver shall be appointed for substantially all of Tenant's assets, or



Tenant shall fail to comply with any other condition of this lease. Upon default Landlord may, at Landlord's option, terminate this Lease and may exercise all remedies available at law or in equity, and such remedies are to be cumulative. Tenant shall remain liable for all Tenant's obligations under this Lease and for such loss and damages as Landlord may sustain as a result of Tenant's breach hereof, including reasonable attorney's fees, subject to Landlord's duty to mitigate damages.

13. **Holdovers.** If Tenant shall continue possession after the end of the term of this Lease and such holdover is with the permission of the Landlord, the terms of this Lease shall continue to apply with the exception that the tenancy thus created may be terminated by either party by giving the other party not less than 30 days written notice of the date in which they intend to terminate this Lease.

14. **Notices.** All notices required to be given hereunder shall be deemed delivered or given, whether or not actually received: (a) when delivered in person, (b) three business days after such items are deposited in the United States Mail, postage prepaid, certified return receipt requested, or (c) 2 business days after such items are deposited with a recognized overnight commercial courier, shipping charges prepaid, and addressed to the appropriate party at the address set forth below. Either of the parties may change this address by written notice to the other.

**Landlord's address is:** Dare County  
PO Box 1000  
Physical Address: 954 Marshall Collins Drive  
Manteo, NC 27954  
Attention: County Manager

**Tenant's address is:** College of the Albemarle

PO Box 2327  
Physical Address: 1208 N. Road St.  
Elizabeth City, NC 27909  
Attention: President of the College

15. **Assignment, Sublease or Encumbrance.** Tenant shall not be permitted to assign or sublease any or all of the demised premises. Tenant shall not mortgage, encumber, or grant a security interest in the leasehold estate created hereunder, or mortgage, encumber or grant a security interest in the premises, and including any future improvements or fixtures constructed or installed upon the premises.

16. **Fire or Other Casualty.** In the event of a loss to the property by fire or any other casualty, Landlord shall have the option to repair the premises at its expense and continue the lease in full force and effect. In the event the premises are uninhabitable as a result of such fire or casualty and the Landlord elects to make such repair, rent shall abate during the period that such repairs are being made. Landlord shall also have the option to elect not to make such repairs in which event this Lease shall terminate, the rent shall be prorated through the date of the fire or casualty, and the parties shall have no other and further obligations to the other.

17. **Inspection of the Premises.** Landlord shall have the right to inspect the premises at reasonable times during the term of this lease. Landlord shall give Tenant reasonable notice of his intention to make such an inspection.

18. **Termination.** Landlord shall have the right to terminate at any time for cause upon 30 days written notice to Tenant. Landlord shall have the right to terminate at any time for any reason or for no reason after 3 years from the inception date of this lease. Landlord shall provide 365 days notice of termination without cause.

Upon termination without cause, Landlord shall be required to reimburse to the appropriate entity the amount of any state appropriated funds as may be required by statute.

19. **Quiet Enjoyment.** Subject to the other provisions of this Lease, Landlord covenants that Tenant shall be allowed to peaceably and quietly enjoy the Leased premises for the term of this Lease without hindrance or interruption by Landlord or any other person or entity claiming by or through Landlord.

20. **Warranties.** Landlord warrants that it is the owner of the Leased premises and has the right, title, interest, and authority to lease the premises unto Tenant and makes no other warranties.

21. **Relationship of the Parties.** This lease is intended to create a Landlord-Tenant relationship only between the parties and is not intended to create a partnership, joint venture or other relationship, or to make either party responsible for the actions of the other, or to create any third-party beneficiary rights.

22. **Waiver of Subrogation.** The parties each waive any and every claim which arises or may arise in its favor and against the other during the term of this lease for any all loss of, or damage to, any of its property located upon the premises or constituting a part of the premises, which loss or damage is covered by valid fire and extended coverage insurance, general liability insurance coverage, worker's compensation insurance coverage, or any other applicable insurance coverages.

23. **Governing Law.** This lease shall be governed in all respects under the laws of the State of North Carolina.

24. **Entire Agreement.** This instrument supersedes and replaces all previous and existing leases between the parties for the premises, contains the complete agreement of the parties, regarding the terms and conditions of the lease of the demised premises and there are no oral or written conditions, terms or understandings or other agreements pertaining thereto which have not been incorporated herein.

25. **Evacuation Orders.** In the event Dare County, the Town of Manteo or other governmental entity shall order a mandatory evacuation, Tenant shall secure the premises, bring in all outside furniture, furnishings, fixtures, or other items of personal located on the premises and evacuate the premises.

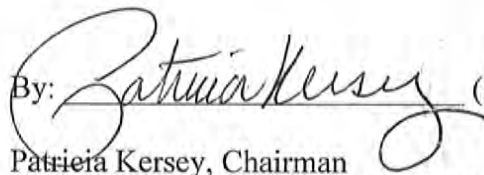
**IN WITNESS WHEREOF**, parties have hereunto set their hands and seals the day and year first above written.

**Landlord:**  
Dare County:

**Tenant:**  
College of the Albemarle;

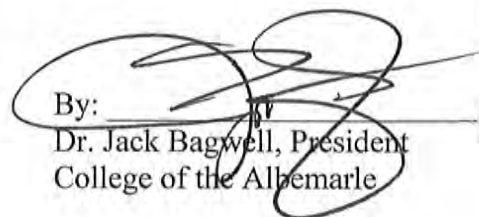
By: \_\_\_\_\_ (SEAL)

Robert L. Woodard, Sr., Chairman  
Dare County Board of Commissioners

By:  (SEAL)  
Patricia Kersey, Chairman  
College of the Albemarle Board of Trustees

ATTEST:

By: \_\_\_\_\_ (SEAL)  
Cheryl Anby  
Clerk to the Board

By:  (SEAL)  
Dr. Jack Bagwell, President  
College of the Albemarle



*Early Childhood Education and Child Care Assistance Proposal*

**Description**

Proposal for Dare County Early Childhood Education and Child Care Assistance will be presented

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Chuck Lycett, Social Services Director  
Robert Outten, County Manager

## **Early Childhood Education and Childcare Assistance Grant**

Requested budget    \$350,000

Licensed childcare facilities and homes may request a grant from Dare County to assist with childcare vacancies.

The program will run from January through June 2021 or until funds are exhausted, whichever occurs first.

### **Eligibility:**

- Childcare facilities are eligible for \$400 per vacancy to a maximum of \$10,000 a month.
- Childcare homes are eligible for \$100 per vacancy to a maximum of \$600 a month.
- One time COVID grant for closure due to a COVID outbreak at a maximum of \$5,000/600.

To participate, facilities and homes must submit the following information by the 5th of the following month:

- Number of children enrolled in the program on the last day of the month
- Total number of vacancies on the last day of the month

COVID grant - A facility or home who has to close for five or more days due to a COVID outbreak is eligible for either the vacancy assistance or COVID assistance, not both, for that month. The COVID assistance is available once during the six month period.

Facilities or homes who permanently close for business during the month are not eligible for the grant for that month or future months.

Social Services will manage the program.

- Facilities and homes will submit their information by the 5th of the month and Social Services will process their requests.
- Facilities and homes who do not submit their information by the 5th of the month, will not be eligible for the grant for that month.



*Consent Agenda*

**Description**

1. Approval of Minutes - December 21, 2020
2. Grants & Waterways - Financial Assistance Award - Oregon Inlet Dredging
3. Transportation - NC Association of County Commissioners - Wheelchair Lift Grant

**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

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## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

**5:00 p.m., December 21, 2020**

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

Commissioners absent: Steve House -

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

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

At 5:04 p.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He reported Commissioner House had an excused absence. The invocation was provided by Rev. Cynthia Simpson of All Saints Episcopal Church and then he led the Pledge of Allegiance to the flag.

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

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

- He reminded everyone to limit their group exposure over the holidays. It had been a challenging 2020 for everyone as we look forward to better days. There had been a huge increase in COVID cases in the entire State and the County after Thanksgiving. He urged everyone to maintain social distancing, continue to wear masks and wash hands frequently to help the entire community. He noted he was personally thankful for all of those in Dare County who had worked to keep us safe, well and supplied during the COVID crisis. This included the healthcare workers, EMS, first responders and those working hard to keep our supply chain filled. He noted thanks to the many who have reached out to help their neighbors. He wished everyone a safe and Merry Christmas as we pray for a healthy, happy and prosperous 2021.
- He recited the lyrics from “My Grownup Christmas List” which included a message for a “world in need” where “times would heal all hearts” and “love would never end”.

## **ITEM 2 – PUBLIC COMMENTS**

At 5:13 p.m. the Manager opened public comments via email to the Board. No one responded to the invitation to address the Board. The County Manager closed Public Comments at 5:14 p.m.

## **ITEM 3 – JOE THOMPSON (AVON PIER LLC) TRAVEL TRAILER SITES ON EXISTING COMMERCIAL PROPERTY CUP APPLICATION (AVON BY THE SEA RV PARK)**

This agenda item was handled as a quasi-judicial proceeding. Prior to offering testimony, Joe Thompson, on behalf of Avon Pier LLC, and Noah Gillam, from the Planning Department, were duly sworn by the Clerk. Mr. Gillam gave an overview of the applicant's conditional use permit for two acres of the 4.85 acre parcel known as Avon by the Sea RV Park currently used as a commercial site. The applicant proposed 26 sites with 15-foot separation between each on the area to be dedicated solely for travel trailers and had submitted a site plan which was provided to the Board. The existing onsite infrastructure would be used for storm water, wastewater treatment and disposal. Land disturbance would be less than one acre and would not require a permit from NC Division of Environmental Quality. The Dare County Planning Board had reviewed and recommended approval of the proposal at their November 9, 2020 meeting. The Fire Marshal had added a few conditions.

The County Manager asked the applicant if he agreed to the findings of fact listed in the CUP, the supporting documents on file with his consent, and the facts and evidence presented by the Planning staff. Joe Thompson, on behalf of Avon Pier, LLC, indicated his agreement. Mr. Thompson added he was excited about the project which was "trending in the market place" and would be good for the community. He applauded the Planning Department's proactive job in assuring each project followed the same ordinances and specifications.

### **MOTION**

Commissioner Tobin motioned to approve the proposed travel trailer sites in conjunction with an existing commercial property with the site plan submitted as recommended by the Planning Board.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

## **ITEM 4 – PRESENTATION OF FISCAL YEAR 2020 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AND AUDIT RESULTS**

Dave Clawson and Bob Taylor, CPA, of Potter & Company, presented the Comprehensive Annual Financial Report along with audit results for the fiscal year ending June 30, 2020. There were no findings or questioned costs revealed in the audit and the only material weakness was the Capital Projects Fund negative fund balance realized due to the delayed debt issuance. The County received its 29<sup>th</sup> consecutive GFOA (Government Finance Officers Association) award, which was a tribute to the reporting efforts of the Dare County Finance Department's conscientious staff. Even with the impact of COVID on retail and other revenues, the CAFR reflected positive year-to-date figures in Article 39, 40 and 42 sales tax figures, as well as in occupancy, land transfer taxes and the Register of Deeds collections. Mr. Taylor referred to and highlighted several pages of the Financial Statement, which had been posted on the Dare County website. The County Manager noted it was a good financial statement and the Finance Department had worked very hard. Department Heads had also been diligent on managing their budgets while maintaining good service to taxpayers.

**ITEM 5 – RESOLUTION OF THE COUNTY OF DARE, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR THE FINANCING OF CERTAIN COUNTY FACILITIES AND EQUIPMENT, AND AMENDMENT TO THE CAPITAL PROJECT ORDINANCE FOR COSTS OF ISSUANCE (Att. #1)**

Finance Director Clawson presented a summary of the resolution to be approved as the final action needed for the issuance of the Series 2021A Limited Obligation Bonds. The resolution would allow the County to enter into an Installment Purchase Contract with the Dare County Public Facilities Corporation and a Deed of Trust which would pledge the DHHS buildings, project and site as collateral. The Board had been provided the drafted security instruments for review and approval. A public hearing on this item had been held on December 7, 2020. The issuance of Limited Obligation Bonds would support the following projects:

College of the Albemarle (new construction less bonds from State)	\$16,120,560
Dare County Department of Health & Human Services (construction and renovation of existing bldgs.)	5,738,583
Dare County Animal Shelter (Budget & GMP) (new construction)	6,596,988
Manteo High School Roof Replacement	1,012,600
Property & Bldgs. at 711 & 715 N. Highway 64/264, Manteo	789,959
Property at Buxton (purchase land and building)	320,043
DC 2020 CIP Equipment (EMS computers and cardiac monitors)	<u>1,498,316</u>
<b>TOTAL:</b>	<b><u>\$32,077,049</u></b>

Mr. Clawson also provided summaries of bond pricing, bond summary statistics and bond debt service.

**MOTION**

Commissioner Ross motioned to adopt the Approving Resolution and adopt the amendment to the Capital Project Ordinance

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

**ITEM 6- REVIEW OF 2021-22 GRANT APPLICATION FROM THE ECONOMIC IMPROVEMENT COUNCIL**

The Economic Improvement Council (EIC) presented their 2021-22 Community Services Block Grant Program application for funding to the Board for review with no action required. The federal grant was designed to help support a wide range of community-based activities to reduce poverty, assist in securing low-income individuals and families with employment and training, education, housing, Head-Start Programs and other regional Northeastern Carolina community services. The County Manager gave the Board an overview of some of the services provided to break down the barriers of poverty and offered to look into any Board questions. Commissioner Ross followed up with concerns on the five or ten years metric of the ROMA (Results Oriented Management Accountability) and whether any progress was being made. It was proposed that post-COVID there would be further discussion with the program director of the council which served the ten counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Perquimans, Pasquotank, Tyrrell and Washington.

### **ITEM 7 – HOME HEALTH HOSPICE UPDATE**

The County Manager gave an overview of the Dare County Home Health Hospice Program which had been very successful; however, recently it struggled to keep and retain nurses. Some of the difficulty was believed to be the irregular hours. The result has been a limit to how many people are served by the program. to limit how many people we can take in due to no nurses. Revenues had gone down and costs to provide the services had risen. For more than a year the Health Department had been working on resolving the issues with options to change salaries; subsidize the services or let the free market come in to run the program. No decisions had been made and the Board would be brought in for determination of what would be best for the community. The option of the free market had been discussed with Erin Roberts of Roberts Law Office, who specialized in this area. She could provide information on that option at a flat fee cost of \$37,500, or an hourly rate. The County Manager assured no recommendation could be made to the Board without first investigating all options and to insure concerns of our current employees would be adequately and properly addressed per the current market. He asked the Board for authority to retain Roberts Law Office to begin the complicated procedure. The Board discussed briefly as to the all-inclusiveness of the costs, the timetable estimations to include RFQ's and the continuance of in-home care. Once the providers are known, more answers could be provided with an emphasis on the compensation of our nurses, the number of staff needed and maintaining the level of patient care. Currently Dare is one of eight counties that provide home health hospice.

#### **MOTION**

Commissioner Couch motioned to give authority to the County Manager to retain Roberts Law Office to serve as special counsel for a flat fee of \$37,500.00 to cover legal and consultant services.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

### **ITEM 8 – BEACH NOURISHMENT FUNDING PLAN PROPOSAL**

Bobby Outten advised Avon has struggled with beach nourishment issues and looking for a way to fund a beach nourishment project to keep water off Hwy 12 and protect the ocean side homes from over wash. We engaged a study of the cost with a report of \$14 million if done alone or \$11 million if done in conjunction with the Buxton project. Southern Shores was also looking into a nourishment project for the Beach Nourishment Fund to aid them as well. In the past Dare has funded all the projects over the years. Currently there was \$8.5 million in available funds. Southern Shores' project was estimated at \$14-16 million and they are ready to move forward. There are currently \$25 million in projects to be funded. The County Manager had collaborated with the Finance Director over several models to be prioritized by the Board. Each town and the County had received a \$1.4 million State grant for beach nourishment not tied to any particular project. Our policy has been how to leverage our dollars to spread as much sand as possible across all of Dare County. If the County reduced the amount given to each town by the amount of the grant, more projects could be realized. He presented the proposal with an example to increase the taxes on the project areas. This would allow immediate funding of the projects and maintenance of the projects while maintaining necessary reserves. The Manager and Chairman had discussed the proposal with the Mayors. He would take them through model examples at their January meetings to further outline possible implementation of the projects. At the first or second meeting of the

Board in January, it could be decided whether to tax the project area side of these various projects and the amount of County funding to each town's project. The Board discussed how Oceanside areas would be enthusiastic while Soundside residents would be resistant. The State Grant was restricted for beach nourishment. Chairman Woodard noted the import of the "economic engine" of maintaining sand on our beaches and added this plan would help the areas in immediate need. Commissioner Couch added the communities would be able to voice whether they would agree with the proposal. The County Manager advised it was the goal of the Fund to support all of Dare County's beaches for the continuity of community services to include doctor appointments and trips to the grocer. Commissioner Tobin inquired as to the tiers of the tax and County Manager noted it would be a two-tier tax. It would be the future decision of the Board as to how the tax would be set, the rate of the tax each year and whether it would remain in perpetuity for maintenance of the projects. The topic would be revisited in January Board meetings with projects expected to begin in 2022.

**ITEM 9 – ALLIS HOLDINGS, LLC – DECLARATION OF CONSERVATION EASEMENT**

County Manager Outten addressed the Board regarding the water tower in Duck and is located next to a shopping center. Allis Holdings, LLC, owner of the center, has requested a conservation easement. They want to add much needed parking and have some wetlands to fill. The conservation easement would be located on Dare property near the water tower. The Water Department Director had advised the only impact to the County would occur when the tower needed to be painted and staging would be needed for maintenance. The value of the easement had been set by Allis at \$10,000 to be paid to the County. The Board had previously approved the easement; however, the design had not been completed at the time of approval. The Manager asked the Board for authority to sign the Conservation Easement on the condition that a satisfactory Staging Agreement would be created for future water tower painting and maintenance. Commissioner Couch asked whether fencing around the tower would be needed and the County Manager advised fencing was already in place.

**MOTION**

Vice Chairman Overman motioned to approve the conservation easement and gave authority to the County Manager to sign final Declaration of Conservation Easement with a satisfactory Staging Agreement for when we need to paint the tower.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 10 – PLACEMENT OF OCRACOKE SCHOOL DEMOLITION IN THE DARE COUNTY LANDFILL**

The County Manager explained Ocracoke needed a new school after the damage realized from Hurricane Irene. As they began demolition, they needed somewhere to dispose of the debris. The current policy was Dare landfills were restricted for use only by residents. Ocracoke had an urgent need to transport the frame-structured school demolition material to Manns Harbor to maximize the funding for the new school project and had agreed to pay tipping fees to Dare.

**MOTION**

Commissioner Bateman motioned to approve and authorize Ocracoke to transport their school demolition debris to the Dare County Landfill.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

**ITEM 11 – CONSENT AGENDA**

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

**MOTION**

Commissioner Couch motioned to approve the Consent Agenda:

- 1) Approval of Minutes (12.07.20) **(Att. #3)**
- 2) DHHS – Social Services Division COVID APS/CPS Essential Worker Funding Amendment
- 3) Tax Collector’s Report

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**ITEM 12 – BOARD APPOINTMENTS**

Dare County Tourism Board

**Outer Banks Chamber of Commerce**

Commissioner Ross motioned to appoint Tim Beacham.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

**Outer Banks Hotel/Motel Association**

Commissioner Tobin motioned to reappoint Jamie Chrisholm for another term.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**Town of Duck**

Vice-Chairman Overman motioned to appoint Monica Thibodeau.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

**Town of Southern Shores**

Vice-Chairman Overman motioned to reappoint Leo L. Holland for another term.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**Town of Manteo**

Commissioner Tobin and Vice-Chairman Overman motioned to reappoint Bobby Owens for another term.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**Hatteras Island – Member at Large**

Vice-Chairman Overman motioned to appoint Donna L. Peele.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

### **ITEM 13 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS**

Commissioners and the County Manager frequently make extensive remarks, which can be viewed in their entirety in a video on the Dare County website. Following is a brief summary outline of the items mentioned by Commissioners during this segment:

#### Commissioner Bateman

- Remembered James McCleave, a good friend who had passed away over the weekend and had been a longtime and well-respected employee of the Town of Manteo.
- Wished everyone a Merry Christmas and a Happy and prosperous New Year.

#### Vice-Chairman Overman

- Wished everyone a Merry Christmas and Happy New Year to everyone and please stay safe.

#### Commissioner Ross

- He noted Dr. Davies’ report indicated the first doses of COVID vaccine had arrived in Dare County and were being distributed today.
- Congratulated Dave Clawson and the Finance Department for all of the work in the CAFR report, as well as the approved \$32 million LOB resolution.
- Commended Chairman Woodard on his tireless energy and drive, which had brought the College of the Albemarle project to fruition.
- Cares Acts had announced \$32 million funding for broadband expansion in North Carolina. He reported the Albemarle Region would not receive any funding.
- He wished everyone best wishes for Christmas and the New Year.

#### Commissioner Tobin

- Page Lilly, who had done a fantastic job with 4-H in the past three years, was retiring.
- Reported on the progress of the new dredge project and the latest discussion and resolution of the propulsion sketch configuration and weld specs for stiffening bars.
- Had recently met Col. Ben Bennett at the Corps of Engineers and had a good conversation regarding the Task Force history, funding and community needs. They also discussed the need to have Hatteras Inlet marked as a federal channel for future dredging possibilities.
- He remembered the McCleave family with the loss of James McCleave. He also noted Harry Kaplan had recently lost his father, Arthur Kaplan, who had been a nuclear physicist. Mr. Kaplan had written a touching tribute.

#### Commissioner Couch

- He reported on the progress of the dredging of Shallowbag Bay.
- Noted he would be on the lookout for the “Christmas Star”, as he headed back home. Jupiter’s moons and the rings of Saturn were expected to be visible for the first time in a conjunction tonight.

### **MANAGER’S/ATTORNEY’S BUSINESS**

County Manager presented and read a letter from Ricki Shepherd, Chair of the Hatteras Village Community Center District, who thanked the Board for approving the Tourist Impact Grant to Hatteras Village provided by the Outer Banks Visitors Bureau.

Mr. Outten presented a Budget Amendment for the Board of Elections. The State Board of Elections had provided COVID-19 response funds of \$13,908 for one-stop worker bonus pay.

**MOTION**

Commissioner Tobin motioned to approve the budget amendment

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

County Manager reported the Health Department had received 400 doses of COVID-19 vaccines and would begin administering them to the priority 1A healthcare workers.

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.

**MOTION**

Commissioner Tobin motioned for a Closed Session

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 7:20 p.m., the Commissioners exited the room to meet in Closed Session. They reconvened at 7:46 p.m. and Mr. Outten reported that during the Closed Session the Board gave the County Attorney guidance and took no other action.

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

**MOTION**

Commissioner Tobin motioned to adjourn the meeting.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

At 7:47 p.m., the Board of Commissioners adjourned until 9:00 a.m., January 4, 2021.

Respectfully submitted,

[SEAL]

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

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

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





*Grants & Waterways - Financial Assistance Award - Oregon Inlet Dredging*

**Description**

The County has received \$7,434.37 in financial assistance from the State to allow for increased dredging dimensions within several of the permitted navigation channels associated with Oregon Inlet. Specifically, this includes increasing the dredging depth on the Ocean Bar to 16 feet plus 1 foot of overdredging and a 14 foot dredging depth from Oregon Inlet to Hells Gate and the Old House Channel. In addition, the work would include a 100' widener along the portion of the Oregon Inlet to Hells Gate Channel that runs parallel to the Marc Basnight Bridge, and allow for sidecast dredging by the yet-to-be-constructed new dredge.

**Board Action Requested**

Approve the Budget Amendment, and execute the Financial Assistance Agreement with the North Carolina Department of Environmental Quality.

**Item Presenter**

N/A

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# ***DARE COUNTY***

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## ***BUDGET AMENDMENT***

***F/Y 2020/2021***

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ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

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Revenues:

Expenditures:

Explanation:

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

GRANTEE'S FEDERAL  
IDENTIFICATION  
NUMBER: \*\* - \*\*\*0293

North Carolina Department of Environmental Quality  
Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this 13th day of November 2020, by and between the NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY (the "Department") and DARE COUNTY (the "Grantee"<sup>1</sup>).

1. 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. Contract Documents. The agreement between the parties consists of this **document (the "Contract Cover")** and its attachments, which are identified by name as follows:
  - a. **State's** General Terms and Conditions (Attachment A)
  - b. **Department's** Request for Proposal ("RFP") (Attachment B)
  - c. **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 C)
  - d. **Grantee's Award Letter (Attachment D)**
  - e. Notice of Certain Reporting and Audit Requirements (Attachment E)
  - f. **Grantee's No Conflict of Interest Certification (Attachment F)**

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.

3. 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 § 2 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.
4. Contract Period. This Agreement shall be effective from 11/13/2020 to 11/12/2021, inclusive of those dates.
5. **Grantee's** Duties. As a condition of the grant award, the Grantee agrees to:
  - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
  - b. 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.

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<sup>1</sup> The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

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- c. 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.
  - d. Comply with the applicable provisions of Attachment E, Notice of Certain Reporting and Audit Requirements.
  - e. 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.
  - f. 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.
  - g. 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.
  - h. 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.
  - i. 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. **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 (919) 807-2330.

- 7. **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. **Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed SEVEN THOUSAND FOUR HUNDRED THIRTY FOUR DOLLARS and THIRTY SEVEN CENTS (\$7,434.37) (**the "Total Award Amount"**). This amount consists of:

*Funding:*

Type of Funds	Funding Source	CFDA No.
Receipt	Shallow Draft Navigation Fund	NA

*Account Coding Information:*

Dollars	GL Company	GL Account	GL Center
\$7,434.37	1602	536990	2182

*Grantee Matching Information:*

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is \$3,716.63, which shall consist of:

	In-Kind	\$
X	Cash	\$3,716.63
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Grantee is committing to an additional \$ to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is \$11,151.00.

- 9. Invoice and Payment. The award funds shall be disbursed to the Grantee in accordance with the following provisions:
  - a. 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.
  - b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. 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 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 C.
- 10. **Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
- 11. 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. 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. 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. 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.

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Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Brent Johnson Dare County Project Manager PO Box 1000 Manteo, NC 27954 Telephone: 252-475-5628  Email: brent.johnson@darenc.com	Kevin Hart Division of Water Resources 1617 Mail Service Center Raleigh, NC 27699-1617 Telephone: 919-707-3607  Email: kevin.hart@ncdenr.gov

15. Assignment. The Grantee may not assign its obligations or its rights to receive payment hereunder.
16. Procurement. The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
  - a. 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.
  - b. 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.
  - c. 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. 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. 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:
  - Title VI of the Civil Rights Act of 1964, as amended;
  - Civil Rights Restoration Act of 1987, as amended;
  - Section 504 of the Rehabilitation Act of 1973, as amended;
  - Age Discrimination Act of 1975, as amended;
  - Titles II and III of the Americans with Disabilities Act of 1990, as amended;
  - Title IX of the Education Amendments of 1972, as amended;
  - Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
  - 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. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 19. 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. 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. 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. 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, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

DARE COUNTY

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By \_\_\_\_\_  
Grantee's Signature

By \_\_\_\_\_  
Signature of Department Head or Authorized Agent

\_\_\_\_\_  
Printed Name and Title

Tommy Kirby, Purchasing Director  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Organization

Financial Services Division, Purchasing and Contracts Section  
\_\_\_\_\_  
Division/Section

ORIGINAL

## General Terms and Conditions Governmental Entities

### 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) "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.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (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.
- (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.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (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.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (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.
- (10) "Grantee" has the meaning in G.S. 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.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 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.
- (13) "Public Authority" has the meaning in N.C.G.S. 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.
- (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.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (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 N.C.G.S. 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.
- (17) "Sub-grantee" has the meaning in G.S. 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.



(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### Relationships of the Parties

**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.

**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.

**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.

**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:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

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.

**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.

### Indemnity

**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.

**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:

- (a) **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.
- (b) **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.)
- (c) **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.

### **Default and Termination**

**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.

**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.

**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.

**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.

**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.

**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.

### **Intellectual Property Rights**

**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.

### **Compliance with Applicable Laws**

**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.

**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.

### **Confidentiality**

**Confidentiality:** As authorized by law, the Grantee 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 Grantee 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.

### **Oversight**

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

**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.

**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.

### Miscellaneous

**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.

**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.

**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.

**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.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**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. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

**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.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all sub-grantees shall: (a) 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 G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

**Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

**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.

**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.

**Lobbying:** The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) 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 (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

**By Executive Order 24, issued by Governor Perdue, and N.C.**

**G.S. § 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:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

**Water Resources Development Grant Program (WRDGP)**  
**Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund**  
**Guidelines FY 2020 - 2021**

**Administered by:** N.C. Department of Environmental Quality (DEQ), Division of Water Resources (DWR), 1611 Mail Service Center, Raleigh, N.C., 27699-1611. Contact Kevin Hart at [Kevin.Hart@ncdenr.gov](mailto:Kevin.Hart@ncdenr.gov) or (919) 707-3607

**Authority:** DWR is authorized to provide grants to local governments for water resources development projects by [N.C. Gen. Stat. § 143-215.70-73](#) and [15A NCAC 02G .0100](#).

**Who is Eligible:** Units of local government

**Application Deadlines:** Applications can be received throughout the year for navigation projects on an as needed basis.

**Funding Source:** North Carolina Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund ([N.C. Gen. Stat. § 143-215.73F](#))

**Eligible Purposes and Cost-Share Percentages:** According to [N.C. Gen. Stat. § 143-215.73F](#), revenue in the Fund may only be used to provide the State's cost share of the costs associated with any dredging project designed to keep shallow draft navigation channels located in State waters or waters of the State located within lakes navigable and safe. Any project funded by revenue from the Fund must be cost-shared with non-State dollars as follows: 1) The cost-share for dredging projects located, in whole or part, in a development tier one area, as defined in [N.C. Gen. Stat. § 143B-437.08](#), shall be at least one non-State dollar for every three dollars from the Fund (Tier 1 county match: 75% State/25% Local). 2) The cost share for dredging projects not located, in whole or part, in a development tier one area shall be at least one non-State dollar for every two dollars from the Fund (Tier 2 & 3 county match: 66.67% State/33.33% Local).

### **Ineligible Costs**

The following costs will not be paid with State nourishment funds nor used to provide the required local share:

- Costs incurred outside of the contract period.
- Indirect or overhead costs of the municipality, such as rent, telephone service, and general administrative support.
- Salaries and other expenses of elected officials, whether incurred for purposes of project direction, execution, or legislation, are not an eligible cost.

### **Additional Information:**

Funding provided from the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund must be primarily for general or recreational navigation purposes. Additional project outcomes from a navigation project such as beneficial placement of beach compatible material must be a secondary reason for the project (if applicable). Dredging around ship berths, piers, docks and access to private docks are not eligible for funding from the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund.

**Water Resources Development Grant Program (WRDGP)  
Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund  
Guidelines FY 2020 - 2021**

**Application Submittal:** All required forms and grant information can be found at the [WRDGP website](#).

Application Spreadsheet (MS Excel) - Applications should be completed and returned via email to Coley Cordeiro at Kevin.Hart@ncdenr.gov. The complete application will be included in the DEQ contract documentation and the project budget will serve as the basis for the contract's financial documentation should a project be recommended for funding. Therefore, it is very important that its contents are accurate and complete.

Project Plan and Location Maps – Project plans, a survey of the dredge site, and a survey of the dredge material disposal site (if applicable).

Official Resolution – As required in [15A NCAC 02G.0100](#), the Project Sponsor shall include a resolution adopted by the governing board stating the amount of State aid requested and accepting the Project Sponsor's responsibilities. The Official Resolution must be signed by a representative of the Project Sponsor with signatory authority and state that the local unit of government will:

1. Assume full obligation for payment of the balance of project costs.
2. Obtain all necessary State and Federal environmental permits.
3. Comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
4. Supervise construction of the project to ensure compliance with permit conditions and to agree to provide safe and proper construction in accordance with approved plans and specifications.
5. Obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
6. Ensure that the project is open for use by the public on an equal basis with limited restrictions (if on public property).
7. Hold the State harmless for any damages that may result from the construction, operation, and maintenance of the project.
8. Accept responsibility for operation and long-term maintenance of the completed project.

An Official Resolution template is available for download from the [WRDGP website](#). The Project Sponsor may not revise or eliminate provisions from the Official Resolution template unless they have submitted written justification to DWR and received DWR's approval. Supplementary provisions may be added to address unique circumstances of a particular project.

Conflict of Interest Policy – Project Sponsors must provide the local government's conflict policy that the Project Sponsor, Project Sponsor's subordinates and any person or persons designated to act on behalf of the Project Sponsor does not have an actual or apparent conflict of interest with respect to the project. An example of a Conflict of Interest policy can be found on the [WRDGP](#)

**Water Resources Development Grant Program (WRDGP)**  
**Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund**  
**Guidelines FY 2020 - 2021**

[website](#). This policy shall be on the Project Sponsor's letterhead. If necessary a signed No Conflict of Interest Policy may be requested.

Supplementary Documentation – The Project Sponsor may provide supplementary documentation (reports, photos, letters of support, etc.) as separate attachments via email as part of the application submittal. Application supplementary documents should be emailed to Kevin Hart at [Kevin.Hart@ncdenr.gov](mailto:Kevin.Hart@ncdenr.gov).

Note: It is the Project Sponsor's responsibility to ensure the application submitted to DWR is accurate and complete. Erroneous or incomplete information in an application may prevent a project from being recommended for grant funding and may delay processing of contracts and funds for approved projects.

Any changes to the original project budget and/or project scope submitted with the application will require the prior written approval of DWR and may also require a DEQ contract amendment. Unapproved changes to the project scope or budget throughout the course of a project will not be eligible for cost-share funding or reimbursement.

### **Grant Application Review and Approval**

[N.C. Gen. Stat. § 143-215.70-73](#) requires that Grants for Water Resources Development Projects consider the following criteria to approve, approve in part, or disapprove grant applications:

1. The economic, social, and environmental benefits to be provided by the projects;
2. Regional benefits of projects to an area greater than the area under the jurisdiction of the local sponsoring entity;
3. The financial resources of the local sponsoring entity;
4. The environmental impact of the project;
5. Any direct benefit to State-owned lands and properties.

### **Post Grant Funding Award**

Acceptance of a grant award will require the Project Sponsor to enter into a grant contract with DEQ. Any changes to the scope of the project or project budget after submission of a grant application will require the written approval of the DWR Grant Administrator and may also require a DEQ contract amendment. In seeking DWR approval, the Project Sponsor must submit, at a minimum, a justification for any proposed changes, revised scope of work narrative, and a revised budget. Unapproved changes to the project scope or budget shall not be eligible for, and may result in additional reductions to, cost-share funding or reimbursement.

A DEQ grant contract is considered 'fully-executed' once it has been signed by both a signatory authority of the Grantee and DEQ Financial Services. A copy of the fully-executed contract shall be provided to the Grantee after being signed by DEQ. No portion of work or expenditure of funds for the project, plan or services shall begin prior to receiving a fully-executed contract from DEQ. Unforeseen circumstances such as legislative, policy or funding allocation changes may delay award notifications.

**Water Resources Development Grant Program (WRDGP)  
Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund  
Guidelines FY 2020 - 2021**

**Project Sponsor Obligation – Environmental Permitting**

All proposed projects are subject to environmental review and permitting under applicable federal and State law. It is the Project Sponsor’s responsibility to prepare, provide and remain in compliance with all applicable environmental permitting requirements.

**Extension Request**

Grant award recipients may request a contract extension if a justification for the extension can be sufficiently documented. An extension is granted at the discretion of DWR. An extension request shall be submitted at least 45 days prior to the contract expiration date by the Project Sponsor or primary contact on official letterhead to [Kevin.hart@ncdenr.gov](mailto:Kevin.hart@ncdenr.gov). At a minimum, the extension request shall include:

1. Justification for the extension request
2. Summary of the current project status
3. Anticipated project schedule moving forward

Extension requests that are approved by DWR will require a grant contract modification by DEQ.

**Grant Reimbursement Payments**

The grant award amount is the maximum possible reimbursement amount. Only expenditures incurred after a fully executed contract that are detailed in the contract budget are eligible for reimbursement. Allowable expenditures are expenditures associated with the work performed for a specific invoicing cycle that are in accordance with the DWR-approved application budget sheet for the project. Reimbursements will provide 66.67% of the total amount spent on the project as of the date of the request. Reimbursement requests can be submitted no more frequently than monthly. DWR will normally pay the Grantee by check or electronically within 30 days of receipt of the statement of expenses, provided the expenses are in accordance with the project information shown in the initial request or as amended. If the Grantee decides that significant changes to a project’s scope from that in the original application are necessary, the Grantee must send a request in writing to the DWR Grant Administrator and receive approval of those changes. Unapproved changes will not be eligible for state cost-sharing.

Reimbursement requests shall include:

1. Cover letter on grantee letterhead that includes:
  - a) DEQ grant contract number
  - b) Total amount of reimbursement request
  - c) Actual cost (expenses) by approved budget categories
  - d) Total amount spent on the project to date of the request
2. Complete the Grant Reimbursement Template (both sheets labeled “Invoices” and “Request 1 Itemized”) located on the [WRDGP website](#).



**Water Resources Development Grant Program (WRDGP)**  
**Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund**  
**Guidelines FY 2020 - 2021**

3. Copies of invoices or other documentation for materials, services and other project costs detailed on the "Request 1 Itemized" sheet. Invoices submitted shall be on either the Grantee or the Grantee's subcontractor letterhead.

DWR will retain 10% of the total grant award amount until after the final project has been inspected and accepted by DWR staff. The reimbursement request and supporting documentation should be submitted electronically to [Kevin.Hart@ncdenr.gov](mailto:Kevin.Hart@ncdenr.gov).

### **Requests for Additional Funding**

Grant recipients can submit a request for additional funding to DWR. Requests for additional funding must be submitted by the Project Sponsor on official letterhead via email. The following information shall be submitted by the Grantee to DWR for additional funding consideration:

1. A narrative describing the circumstances/need for an increased funding award, summary of current project status and anticipated project implementation schedule.
2. Copies of all subcontractor invoices for design, permitting, surveying, construction, construction oversight and project administration.

Upon receiving all relevant information from the Grantee, DWR will respond to the Grantee with within 30 calendar days with a decision regarding increased funding. Funding increases are subject to the availability of funds. DWR may not be able to grant requests for additional funding caused by inaccurate or incomplete information in the application or project budget provided by the Project Sponsor or Co-Project Sponsor.

### **Project Close-Out**

The Grantee shall notify the DWR Grant Administrator upon project completion and provide DWR with the most recent set of permits, as-built/record, post-surveys of the dredge site, and post-surveys of the spoil site (if applicable) in Adobe PDF format prior to the project close-out.

DWR Grant Administrator may schedule a close-out inspection of the completed project with a representative of the Grantee. This inspection will verify that the project was implemented in accordance with the information provided in the grant application, along with the approved plans and specifications.

The Grantee shall address any remedial or compliance actions identified during this close out inspection prior to DWR project acceptance. After the project is inspected and accepted, DEQ will review the accounting statements and reimburse the Grantee for the remaining 10% of the State's share of the non-federal cost.

### **Additional References for the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund:**

[S.L. 2013-360](#)

**Water Resources Development Grant Program (WRDGP)  
Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund  
Guidelines FY 2020 - 2021**

[S.L. 2015-241](#)

[S.L. 2016-94](#)

[S.L. 2017-57](#)

[S.L. 2018-5](#)



**Water Resources Development Grant Program  
 Shallow Draft Navigation Channel Dredging Application  
 FY 2019 - 2020**  
 North Carolina Department of Environmental Quality  
 Division of Water Resources  
 Contact Coley Cordeiro at [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov) or (919) 707-9013

<b>1. Project Title</b>	2020-2021 Oregon Inlet Permit Modifications		
<b>2a. Primary Contact or Project Manager</b>			
Name	Brent Johnson		
Title	Project Manager		
Organization Name	Dare County		
Organization Tax ID Number	566000296		
E-mail address	<a href="mailto:brent.johnson@darenc.com">brent.johnson@darenc.com</a>		
Mailing Address	PO Box 1000		
City	State	Zip	
Manteo	NC	27954	
Telephone	Fax Number		
2524755628			
<b>2b. Execution Address (where contract will be mailed for signature) - Write "same as above" if it is the Primary Contact information in 2a.</b>			
Name	Same as above		
Title			
Organization Name			
E-mail Address			
Mailing Address			
City	State	Zip	
Telephone	Fax Number		
<b>2c. Payment Address (where invoice payments will be mailed) - Write "same as above" if it is the Primary Contact information in 2a.</b>			
Name	Same as above		
Title			
Organization Name			
E-mail Address			
Mailing Address			
City	State	Zip	
Telephone	Fax Number		



## Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2019 - 2020

North Carolina Department of Environmental Quality  
Division of Water Resources

Contact Coley Cordeiro at [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov) or (919) 707-9013

**3. Project Description - Provide a short summary of the project**

Dare County will modify Dept. of Army Permit SAW-2019-00175, North Carolina Coastal Resources Commission CAMA Major Permit 49-19, and National Park Service Special Use Permit to allow for sidecast dredging, widener west of the bridge and increase authorized dredging depth. The project will align the Dare County permit with the current permit authority held by the Corps.

**4. Project Scope – Brief description of the project scope (what is being proposed) and justification (why is it being proposed)**

The project entails requesting permit modifications to the state and Department of Army to allow for increased dredging dimensions within several of the permitted navigation channels associated with Oregon Inlet. Specifically, this includes increasing the dredging depth on the Ocean Bar to 16 feet plus 1 foot of overdredging and a 14 foot dredging depth from Oregon Inlet to Hells Gate and the Old House Channel. In addition, the request for permit modifications would include a 100' widener along the portion of the Oregon Inlet to Hells Gate Channel that runs parallel to the Marc Basnight Bridge. In addition, Dare County will modify the existing permits to allow for sidecast dredging by the yet-to-be-constructed new dredge.

**5. Existing Conditions - Brief description of existing site conditions and land use within project area**

Oregon Inlet is a federal channel located in Dare County. Constant shoaling and the natural process of inlets causes constant navigational issues. This inlet is the only northern inlet in Dare County to allow access to the Atlantic Ocean. Without continued maintenance of the inlet to allow use by commercial enterprises and recreational activities a determinental loss to local and state economy will occur. The modifications align the Dare County permit with the current authorization by the Corps and adds a widener to maintain channel access longer.

<b>6. Anticipated Contract Start Date</b>	12/1/2020	<b>Anticipated Contract End Date</b>	12/1/2021
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**7. Project Location: Important to submit as completely as possible, especially the Lat/Long coordinates**

Project Location	Oregon Inlet Permit Modifications		
County Name	Dare County		
Inlet/Channel/Waterbody Name	Oregon Inlet		
Position coordinates of project location	Latitude	35.77891	
	Longitude	-75.53024	
Anticipated Total Dredged Material in Cubic Yards	500,000		



## Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2019 - 2020

North Carolina Department of Environmental Quality  
Division of Water Resources

Contact Coley Cordeiro at [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov) or (919) 707-9013

8. General Statute 143-215.72 states that in reviewing applications the Secretary shall consider Economic, Social, and Environmental Benefits provided by the project; Regional Benefits of the project to an area greater than the area under jurisdiction of the local sponsoring entity; The financial resources of the local sponsoring entity; The environmental Impact of the project; Any direct benefit to State-owned lands and properties. Please provide your answers below for each category:

**Economic, Social, and Environmental Benefits**

Project will benefit economics for tourism, commercial fishing, and recreational fishing. Regular maintenance of the inlet will provide opportunity for economic growth in the region. The project will provide improved navigational safety of the channel for all users. The permit modifications would decrease the number of events required during the year which will decrease the sediment disturbance.

**Regional Benefits**

Regional benefits include continued safe access and use of Oregon Inlet for all users to include but not limited to commercial traffic, recreational traffic and tourism. Provides ocean access from inland rivers/inland counties.

**Financial Resources**

Dare County is currently recognized as a Tier 2 County. Continued maintenance and improvements to Oregon Inlet will bring benefits to the region, including Tier 1 counties.

**Environmental Impacts**

Reduced shoaling and sediment accumulation in channel. Open inlet allows mixing of fresh and salt waters in the Pamlico Sound to provide habitat for important fisheries.

**Direct Benefit to State-Owned Lands and Properties**

Oregon Inlet provides access to state maintained boat ramps on Roanoke Island and access to the State Seafood Industrial Park in Wanchese.

9. Disposal Area Placement Facility: Please describe the facility location, facility size and depth, method of placement, facility distance from navigation project, facility owner, required facility improvements, permit requirements and any additional information relevant for project completion.

Disposal sites are located near the training structure (old Bonner Bridge) and west of the Basnight Bridge. In addition, the permit authorizes the near shoal disposal off of Pea Island.

**10. Budget:**

	State DWR	Local / Municipal Match	Other Non- Federal Match	Federal Contribution	Local + Other Non-Federal Match Total	Category Total
Administration						
Cash					\$0.00	\$0.00



## Water Resources Development Grant Program Shallow Draft Navigation Channel Dredging Application FY 2019 - 2020

North Carolina Department of Environmental Quality  
Division of Water Resources

Contact Coley Cordeiro at [Coley.Cordeiro@ncdenr.gov](mailto:Coley.Cordeiro@ncdenr.gov) or (919) 707-9013

	In-kind				\$0.00	\$0.00												
<b>Design</b>																		
	Cash				\$0.00	\$0.00												
	In-kind				\$0.00	\$0.00												
<b>Permitting</b>																		
	Cash	\$7,434.37	\$3,716.63		\$3,716.63	\$11,151.00												
	In-kind				\$0.00	\$0.00												
<b>Survey</b>																		
	Cash				\$0.00	\$0.00												
	In-kind				\$0.00	\$0.00												
<b>Construction Oversight</b>																		
	Cash				\$0.00	\$0.00												
	In-kind				\$0.00	\$0.00												
<b>Construction</b>																		
	Cash				\$0.00	\$0.00												
	In-kind				\$0.00	\$0.00												
<b>Construction Materials</b>																		
	Cash				\$0.00	\$0.00												
	In-kind				\$0.00	\$0.00												
<b>Land</b>																		
	Cash				\$0.00	\$0.00												
	In-kind				\$0.00	\$0.00												
	<b>Cash Sub-total</b>	\$7,434.37	\$3,716.63	\$0.00	\$3,716.63	\$11,151.00												
	<b>In-kind Sub-total</b>		\$0.00	\$0.00	\$0.00	\$0.00												
	<b>Total</b>	\$7,434.37	\$3,716.63	\$0.00	\$3,716.63	\$11,151.00												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 25%;"><b>DWR Total =</b></td> <td style="width: 25%; text-align: right;"><b>\$7,434.37</b></td> <td style="width: 25%;"><b>Local + Non-Fed Total</b></td> <td style="width: 25%; text-align: right;"><b>\$3,716.63</b></td> <td style="width: 25%;"><b>Non-Federal % =</b></td> <td style="width: 25%; text-align: right;"><b>100.00%</b></td> </tr> <tr> <td><b>DWR Match % =</b></td> <td style="text-align: right;"><b>66.67%</b></td> <td><b>Local + Non-Fed Match</b></td> <td style="text-align: right;"><b>33.33%</b></td> <td><b>Federal % =</b></td> <td style="text-align: right;"><b>0.00%</b></td> </tr> </tbody> </table>							<b>DWR Total =</b>	<b>\$7,434.37</b>	<b>Local + Non-Fed Total</b>	<b>\$3,716.63</b>	<b>Non-Federal % =</b>	<b>100.00%</b>	<b>DWR Match % =</b>	<b>66.67%</b>	<b>Local + Non-Fed Match</b>	<b>33.33%</b>	<b>Federal % =</b>	<b>0.00%</b>
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<b>DWR Match % =</b>	<b>66.67%</b>	<b>Local + Non-Fed Match</b>	<b>33.33%</b>	<b>Federal % =</b>	<b>0.00%</b>													

July 9, 2020

Robert L. Outten  
Dare County  
954 Marshall C Collins Dr. Room 286  
Manteo, NC 27954

**Proposal: Permit Modifications for Oregon Inlet Maintenance Dredging**

Dear Mr. Outten:

Coastal Protection Engineering of North Carolina, Inc. (CPE-NC) is pleased to provide you with this proposal to provide Dare County (OWNER) with environmental services associated with navigation maintenance activities at Oregon Inlet conducted under the authority of Dept. of Army Permit SAW-2019-00175, North Carolina Coastal Resources Commission CAMA Major Permit 49-19, and National Park Service Special Use Permit.

The Scope of Professional Services (the Services) is attached to this proposal as Exhibit A. The services associated with this proposal two tasks- each entail modifying the existing permits. Task 1 entails requesting permit modifications to the state and Department of Army to allow for increased dredging dimensions within several of the permitted navigation channels associated with Oregon Inlet. Specifically, these include 3' overdredging within the Ocean Bar Channel and 2' overdredging within the channel from Oregon Inlet to Hells Gate and the Old House Channel. In addition, the request for permit modifications would include a 100' widener along the portion of the Oregon Inlet to Hells Gate Channel that runs parallel to the Marc Basnight Bridge. Task 1 will be performed on a time and materials basis, not-to-exceed \$4,560.

In addition, CPE-NC will perform Task 2 which entails modifying the existing permits to allow for sidecast dredging by the yet-to-be-constructed new dredge. CPE-NC will first convene an interagency scoping meeting and then compile and submit the necessary information required for the permit modifications. Task 2 will be performed on a time and materials basis, not to exceed \$6,591.

The rate schedule to be used for Tasks 1-2 is included in Exhibit B.

CPE-NC's performance of the proposed Services is conditioned upon mutually acceptable contract terms and conditions. In that regard, attached to this proposal is our Services Agreement for your consideration as the terms and conditions that will govern our performance of the proposed Services.

If this proposal is acceptable to you, please have the attached Services Agreement signed, and return it to me. CPE-NC will then sign the Services Agreement and return a fully signed copy to you for your records.

We look forward to continuing to work with Dare County on this project.

Sincerely,

**COASTAL PROTECTION ENGINEERING OF NORTH CAROLINA, INC.**

A handwritten signature in black ink, appearing to read 'Ken Willson', written over a faint, illegible background.

Ken Willson  
Senior Program Manager



## Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the 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.

### Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, 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:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
- (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:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
  - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (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:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
  - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
  - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

### Other Provisions:

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. 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.
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.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

Supporting material  
for this agenda item is on file  
in the office of the Clerk  
to the Board of Commissioners



*Dare County Conflict of Interest Policy*

**Description**

The Conflict of Interest Policy attached is the same as has been in place for a number of years. One of the granting agencies has asked for a more current policy.

**Board Action Requested**

Re-Adopt Conflict of Interest Policy

*Re-adopted*

**Item Presenter**

Robert Outten, County Manager

*Cheryl C. Anby, Clerk to the Board 4/20/2020*



## 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 20<sup>th</sup> day of April, 2020.



A handwritten signature in blue ink, appearing to read "Robert Woodard, Sr.", is written over a horizontal line.

Robert Woodard, Sr., Chairman  
Dare County Board of Commissioners

Attest:   
Cheryl C. Anby, Clerk to the Board



*Transportation - North Carolina Association of County Commissioners - Wheelchair Lift Grant*

**Description**

The North Carolina Association of County Commissioners, through its Risk Management Pool, has awarded the County a grant of \$4,500 to assist with the installation of wheelchair lift gates on three of its vans. The grant will cover 50% of the total cost of the lift gates, with the remaining cost being charged to the vehicle Maintenance & Repairs line item in the Transportation Budget.

**Board Action Requested**

Approve the Budget Amendment.

**Item Presenter**

N/A

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# ***DARE COUNTY***

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## ***BUDGET AMENDMENT***

***F/Y 2020/2021***

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ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

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Revenues:

Expenditures:

Explanation:

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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



*Board Appointments*

**Description**

The following Boards have an appointments this month.

1. Dare County Tourism Board
2. Upcoming Board Appointments

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



*Dare County Tourism Board*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

January 4, 2021

**BOARD APPOINTMENT**

**TOURISM BOARD**

(Two Year Term)

**Outer Banks Chamber of Commerce**

**The term of Myra Ladd-Bone has expired.**

**On December 21, 2020 the Board appointed Tim Beacham.**

After the meeting, the Chamber of Commerce advised Mr. Beacham was not eligible to serve as he was recently elected to serve as the Chamber's Chair-Elect.

**The Outer Banks Chamber of Commerce submitted two names and applications.**

**Pat Broom**

**Bambos Charalambous**

Their applications are attached.



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1<sup>st</sup> choice Outer Banks Tourism Board (Chamber Liason)

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

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

Name Patricia Broom

Address 1313 Devonshire Rd

City/State/Zip Kill Devil Hills, NC 27948

Email Address pat@phoenixobx.com

Telephone Home: 252-619-3555 (cell)

Business: 252-480-1044

Resident of Dare County:  yes  no

Occupation: President and Owner, Phoenix Restoration

Business Address: PO Box 2408, Kill Devil Hills, NC 27948

Educational background:

see attached resume

Business and civic experience and skills:

see attached resume

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

Outer Banks Chamber of Commerce

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REFERENCES

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

Name	Business/Occupation	Address	Telephone
Karen Brown,	Chamber of Commerce,	101 Town Hall Dr, KDH	252-441-8144
Ronnie Sloan,	Outer Banks Hospital,	4800 S Croatan Hwy, NH	252-449-4515
Bob Peele,	Wanchese Marine Industrial Park,	633 Harbor Rd, Wanchese	252-473-5867

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

Date: 9/24/2020

Signature of applicant:



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FOR OFFICE USE ONLY:

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

## PATRICIA L. BROOM

1313 Devonshire Rd  
Kill Devil Hills, NC 27948  
patbroom@gmail.com

(252) 619-3555 Mobile  
(252) 480-1044 Office  
pat@phoenixobx.com

### PROFESSIONAL EXPERIENCE

**PHOENIX RESTORATION**, Kill Devil Hills, NC

**2005-Present**

***President***

Owner and operator of OBX Group, Inc., dba Phoenix Restoration, a NC licensed general contractor, specializing in insurance restoration (fire, water, smoke, odor) and remodeling.

**PRW GROUP, LLC**, Stamford, CT

**2002-2004**

***Principal***

Founder and principal of PRW Group, LLC, a consulting firm which specializes in operations and professional staffing. Recent clients include Dan Malloy for Governor (CT), Software Earning, Inc., All-Clad, Inc., Journée Software, Inc., Rite Aid Corporation, Concord Hospital, and Hubbard Memorial Hospital.

**FITLINXX INC.**, Stamford, CT

**2000-2001**

***Vice President, Customer Support and Service  
General Manager, Operations***

FitLinxx is a leading provider of business solutions to the fitness and healthcare industries. The FitLinxx system consists of integrated technology products and services. Responsible for the day-to-day operations of the company including manufacturing and distribution, installation and service, customer site construction management, network operations, customer support, and professional services.

**CITY OF STAMFORD**, Stamford, CT

**1996-1999**

***Director of Operations***

- Directed all municipal functions related to Public Works, Traffic, Parking, Planning, Zoning, Parks, Recreation, Environmental Protection, and Public School facilities. Oversaw an employee workforce of 500, with an annual operating budget of \$50 million. Supervised city and school construction projects (\$150 million). Made presentations to elected officials and City boards monthly. Negotiated grants and projects with State and Federal agencies.
- Restructured the organization resulting in cost savings of 10% in each year, while significantly expanding services. Implementation included negotiated changes to labor contracts for four bargaining units, revision of positions and management structure, redesign of program offerings, and institution of preventative maintenance and infrastructure life cycle management programs. Instituted activity-based costing and ROI analysis for project and service evaluations.
- Created a Citizens Service Center that reduced a backlog of outstanding service requests from several thousand to fewer than 200, with over 15,000 resolved per year. Received national recognition by US Conference of Mayors and our model is now used by municipalities throughout the country.
- Realigned service offerings to correspond with citizens' priorities, channeling City resources to areas where resident interest was highest. No citizen input mechanism had been in place previously in City government.

**INTERNATIONAL BUSINESS MACHINES CORPORATION, Ryebrook, NY** 1977-1986

*Manager of Financing* IBM Credit Corporation, Stamford CT, 1/1986-9/1986  
*Manager, Financial Operations* IBM Credit Corporation, Stamford CT, 3/1984 - 1/1986  
*Program Manager, Special Projects* IBM Credit Corporation, Greenwich CT, 5/1983 - 3/1984  
*Senior Financial Analyst* IBM Corporation, Armonk NY, 4/1981 - 5/1983  
*Financial Analyst* IBM Corporation, Tarrytown NY, 5/1979 - 4/1981  
*Economist* IBM Corporation, Armonk NY, 9/1977 - 4/1979

**MEDITERANEA SUR, SL. Fuengirola, Spain** 1993-2004

*Partner*

Founded and managed a real estate, property management, and residential renovation company.

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## EDUCATION

**M.Sc., Econometrics and Mathematical Economics, 1977**

University of London, London School of Economics

One of 13 applicants accepted from a pool of over 1000

**BA, Economics, 1975**

Indiana University

3.94/4.0 GPA; Dean's List all semesters; Completed 4-year degree in 2 years

Magna Cum Laude

Phi Beta Kappa; Economics Honor Society

**Diplôme de la Langue Française, Alliance Française, Paris, France 1973**

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## Community Involvement

*Outer Banks Chamber of Commerce*, Board of Directors 2014 – Present; Chairman 2018-2019

*Kill Devil Hills, Historic Landmarks Commission*, Commissioner 2009-2012

*Ferguson Library*, Board of Trustees 1999-2004; Chairman 2004

*Stamford Police Commission*, Commissioner 2003-2004

*Stamford Police Pension Board*, Trustee 2003-2004

*ACE Mentor Program of Connecticut*, Board of Directors 1997-2004

*Stamford Academy of Information Technology*, Advisory Board 2000-2004

*United States Selective Service*, Board Member, Fairfield County 1998-2004

*Stamford Partnership*, Board of Directors, 1997-2001

*Stamford Water Pollution Control Authority*, Chairman, Board of Directors, 1996-2000

*State of Connecticut Local Emergency Planning Committee*, SW Region, 1996-2000

*Stamford Symphony Orchestra*, Board of Directors, 1999-2000

*Stamford Board of Education*, Member and Budget Committee Chair, 1993-1996

*League of Women Voters of Stamford*, Board of Directors, 1992-1994

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## Languages

Conversational knowledge of French and Spanish

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1<sup>st</sup> choice Dare County Tourism Board

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

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

Name Charalambos A. Charalambous

Address 530 W. Aycock Street

City/State/Zip Kill Devil Hills, NC 27948

Email Address Cyprus 376@embarqmail.com

Telephone Home: cell: 419-376-5306

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

Resident of Dare County:  yes  no

Occupation: Retired

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

Educational background:

GC School of Careers, Nicosia, Cyprus

Horry-Georgetown Community College, Conway, SC

Business and civic experience and skills:

Have managed multi-million dollar restaurants for the past 35 years.

Have served in many community organizations at the board of directors level.

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

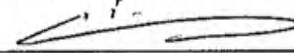
Outer Banks Chamber of Commerce, Outer Banks Sea Food Festival,  
Kill Devil Hills Community Appearance Commission

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>Lee Nettles</u>	<u>Dare County Tourism Bureau</u>	<u>One Visitors Center Circle, Manteo</u>	<u>473-2138</u>
<u>Karen Brown</u>	<u>Outer Banks Chamber of Commerce</u>	<u>101 Town Hall Dr, Kill Devil Hills</u>	<u>441-8144</u>
<u>Bob Woodard</u>	<u>Chairman of Dare County Board of Commissioners</u>	<u>PO Box 1000, Manteo</u>	<u>475-5000</u>

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

Date: 10/7/20 Signature of applicant: 

FOR OFFICE USE ONLY:

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



*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 that have terms expiring during the next three months. The list highlights when the item will be presented to the Board of Commissioners along with any special requirements that may pertain to the appointment.

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

### **February, 2021**

Aging Advisory Board – 2 terms expiring

Planning Board – 2 terms expiring

### **March, 2021**

None

### **April, 2021**

Manns Harbor Marina Commission – 4 terms expiring

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

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

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





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

**Description**

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

**Board Action Requested**

Consider items presented

**Item Presenter**

Robert Outten, County Manager