



The Town of Manteo Board of Commissioners will meet in Regular Session in the Manteo Town Hall meeting room at 407 Budleigh Street on Wednesday, January 15, 2020 at 4:00 p.m. to hear and act upon the following:

Town Of Manteo
Regular Board of Commissioners Meeting
January 15, 2020

AGENDA

1. CALL TO ORDER - MOMENT OF SILENT MEDITATION
2. PLEDGE OF ALLEGIANCE
3. ADOPTION OF AGENDA
4. CONSENT AGENDA
 - A. Approval of Minutes Regular and Closed Meeting December 4th, 2019; Special Meeting December 10, 2019; Recessed Workshop December 18, 2019.
5. PRESENTATIONS
 - A. Presentation on "College of the Albemarle - Manteo Campus" by Angie Crawford of Boomerang Design
 - B. Department Head Reports
 - C. Downtown Associate Community Program Update
 - D. Presentation on N.C. General Statute Chapter 160D entitled "An Overview of the New Land Use Law for North Carolina"
6. PUBLIC COMMENT

Members of the public are invited to address the Board of Commissioners on any topic. Action on items brought up during the Public Comment period will be at the discretion of the Board. Public Comment is not intended to require the Board to answer any impromptu questions. Speakers will address all the comments to the Board as a whole and not one individual Commissioner. Discussions between speakers and members of the audience will not be allowed. Time limits are 3 minutes per person or 5 minutes per group. Please come forward to the podium and identify yourself so that your statements can be recorded.

7. OLD BUSINESS
 - A. Discussion and Consideration of Acquisition of 604 Sir Walter Raleigh Street (Lot 31)
 - B. Discussion and Consideration of Revised Meeting Schedule
 - C. Town Common Update
 - i. Conceptual Plan Update
 - ii. Discussion and Consideration of Ground Lease
 - iii. Discussion and Consideration of Grant
 - D. Discussion of Legal Services

8. NEW BUSINESS
 - A. Appointments to Planning Board, Board of Adjustment and Cemetery Board

9. MAYOR'S/COMMISSIONER'S COMMENTS

10. ADJOURN/RECESS

MINUTES

The Town of Manteo Board of Commissioners held their Regular session in the Manteo Town Hall meeting room December 4, 2019 at 6:30 p.m.

The following members were present:

- Mayor Bobby Owens
- Commissioner Darrell Collins
- Commissioner Nancy Peele
- Commissioner Christine Walker
- Commissioner Eddie Mann
- Commissioner Richie Burke
- Commissioner Hannon Fry
- Commissioner-Elect Jason Borland
- Commissioner-Elect Betty Selby

The following members were absent: None

Also present at the meeting were:

- Town Manager James Ayers
- Asst. Town Mgr. /Finance Dir. Shannon Twiddy
- Town Clerk Becky Breiholz
- Town Planner Melissa Dickerson
- Town Attorney Wyatt Booth

Mayor Owens called the meeting to order at 6:30 pm followed by a moment of silent meditation and the Pledge of Allegiance.

SUBJECT: Approval of the Minutes Regular Meeting November 6, 2019

MOTION: Commissioner Burke seconded by Commissioner Mann to approve the minutes as presented was approved by the following vote: Ayes: Commissioners Burke, Mann, Collins, Walker, Fry and Peele. Noes: none. Absent: none.

SUBJECT: Approval of Minutes Recessed and Closed Meeting November 20, 2019

MOTION: Commissioner Burke seconded by Commissioner Mann to approve the minutes as presented was approved by the following vote: Ayes: Commissioners Burke, Mann, Collins, Walker, Fry and Peele. Noes: none. Absent: none.

Mayor Owens thanked Commissioners Fry and Peele for their service on the Board.

ORGANIZATIONAL MEETING

SUBJECT: Reading of abstract of votes from the regular election held on Tuesday, November 5, 2019 by Town Clerk Becky Breiholz. For the office of Mayor-Bobby Owens received 267 votes and there were 23 write-ins, Bobby Owens was re-elected as Mayor. For the office of Commissioner with 3 seats open the votes were: Betty Selby 216; Darrell Collins 183; Jason Borland 153; Hannon Fry 153; Nancy Peele 122 and write-ins 7. Commissioner Hannon Fry conceded so the 3 new commissioners are Betty Selby, Darrell Collins and Jason Borland.

SUBJECT: Administer the Oath of Office to Mayor and Commissioners-Town Clerk Becky Breiholz administered the oath of Office to Mayor Bobby Owens, Commissioner Darrell Collins, Commissioner Betty Selby and Commissioner Jason Borland.

SUBJECT: Nomination and appointment of Mayor Pro-Tempore-Commissioner Walker nominated Darrell Collins and Commissioner Mann nominated Betty Selby. The votes were 3 votes for Betty Selby and 3 votes for Darrell Collins. Mayor Bobby Owens broke the tie by voting for Betty Selby.

MOTION: Commissioner Mann seconded by Commissioner Borland to appoint Betty Selby as Mayor Pro Temp was approved by the following vote: Ayes: Commissioners Mann, Selby, Borland and Mayor Owens. Noes: Walker, Burke and Collins. Absent: none.

SUBJECT: Appointment of Town Clerk-by Board acclamation the Board appointed Becky Breiholz as Town Clerk.

SUBJECT: Appointment of Town Attorney-Wyatt Booth was nominated by Commissioner Walker for appointment; Commissioner Selby nominated Jeff Malarney. Commissioner Selby commented that the attorney position was an important role and would like more clarification on this before deciding. Commissioner Borland would also like to discuss this before making that decision. The Town Attorney and Town Manager sit at the pleasure of the Board.

MOTION: Commissioner Selby seconded by Commissioner Borland to table the appointment of the Town Attorney until January 15, 2019 meeting was a tie vote and approved by the following vote with the Mayor breaking the tie: Ayes: Commissioners Mann, Borland, Selby and Mayor Owens. Noes: Commissioner Collins, Walker and Burke. Absent: none.

SUBJECT: Appointment of the Town Manager. Commissioner Collins nominated James Ayers as Town Manager and was approved by acclamation by all members present.

SUBJECT: Adoption of Agenda as presented or amended-the presenters of the Toy Run Item #7 asked that the item be removed from the agenda and be postponed until December 18th meeting.

MOTION: Commissioner Mann seconded by Commissioner Burke to adopt the agenda as amended with the removal of item #7 – Presentation was approved by the following vote: Ayes: Commissioners Burke, Mann, Selby, Borland, Collins and Walker. Noes: none. Absent: none.

SUBJECT: Adoption of the items on the Consent Agenda-Town Manager James Ayers commented that Commissioner Mann would like item 6A removed from the consent agenda and be recused from voting on that item since he is employed by NC Wildlife Resources Commission.

MOTION: Commissioner Walker seconded by Commissioner Selby to remove Resolution 2019-14, item 6A from consent agenda and recuse Commissioner Mann from voting on this agenda item was approved by the following vote: Ayes: Commissioners Burke, Collins, Walker, Borland and Selby Noes: none. Absent: none. Recused: Commissioner Mann.

SUBJECT: Approval of Resolution 2019-14 Opposing Reclassification of Jurisdictional Waters. Town Manager James Ayers commented that the County asked us to join in with opposing this as it would reduce waters for fishing.

MOTION: Commissioner Burke seconded by Commissioner Walker to approve Resolution 2019-14 was approved by the following vote: Ayes: Commissioners Burke, Collins, Walker, Borland and Selby Noes: none. Absent: none. Recused: Commissioner Mann.

MOTION: Commissioner Collins seconded by Commissioner Borland to approve the amended consent agenda: Proclamation of General Aviation Appreciation Month; Text Amendments to Personnel Policy; Text Amendments to Purchasing and Bid Requirements Policy; Writing Off of Bad Debts from the Water and Sewer Accounts receivable as amended was approved by the following vote: Ayes: Commissioners Burke, Mann, Collins, Walker, Borland and Selby. Noes: none. Absent: none.

PRESENTATION-Dare County Toy Run-Terry Gray and Shane Baum-removed from the agenda and postponed until the December mid-month meeting.

PUBLIC COMMENTS

Courtney Gallop-Nags Head wanted to address the Board about the jet pack regulations approved by the Board. Ms. Gallop wanted confirmation that the Board had received her email. Town Manager acknowledged that it was received and given to the Board. Mayor Owens commented that during public comments the Board does not answer questions. Ms. Gallop went on to say that Butch Stone was a personal colleague and is the owner of the Outer Banks jet pack which is a recreational business and wants to reinforce the value of his business to the downtown waterfront. Mr. Stone is an ambassador to the waterfront and a fixture to downtown. Asking the Board to reconsider their decision which would force him out of business.

Luke Baer-Manager Kitty Hawk Kites is here tonight in support of the jet pack. They have booked over 2000 reservations in the last 8 years to families that come to the waterfront. He is trying to understand the nature of the concern due to health, safety and welfare and would like clarification on that. Other personal watercraft is allowed, and this activity is a one on one experience and wants to know why the jet pack is being singled out. They would like to better understand this so the business can address those concerns and be allowed to continue. It would have been nice also if the business had been notified directly of these regulations that were coming.

Tim Teeple-101 Fernando-they launch their boat while wedding parties are happening and are in the background of the pictures; the parasail business goes outside of the waters and does not conduct their business in the Bay. He has watched Mr. Stone come in the no wake zone, creating a wake; has been asked several times to move away from the boardwalk. He also stated that he informed them of the upcoming regulation changes at least two months prior to them be adopted. As someone who lives downtown, he supports these regulations.

Chris Rodriguez-Kill Devil Hills and a friend of Butch Stone. This activity is safe and never had any issues in the water. When asked to move they move. Seen people who have had knee replacement or other surgeries able to do this activity who thought it was something that could not be done, but they did it. They send people to local businesses for lunch, he loves this activity and in favor of allowing the jet pack to continue. It is a very safe thing to do.

There were no more public comments.

NEW BUSINESS:

SUBJECT: Approval of Board of Commissioner Meeting Schedule for Calendar Year 2020. There is a change to the 2020 schedule since the first meeting would fall on New Year's Day which is a holiday. The proposed changed would be for the January 15th meeting be the regular meeting for January at 4:00 pm

MOTION: Commissioner Mann seconded by Commissioner Burke to approve the meeting schedule for 2020 was approved by the following vote: Ayes: Commissioners Burke, Mann, Collins, Walker, Borland and Selby Noes: none. Absent: none

MAYOR'S/COMMISSIONERS COMMENTS

Commissioner Selby appreciates the citizens support and votes and looking for suggestions from the citizens.

Commissioner Collins thanked everyone for their votes and wished everyone a Merry Christmas and Happy New Year.

Commissioner Mann-thanked everyone for coming out.

Commissioner Borland thanked everyone for their support.

Mayor Owens thanked everyone for their support and that he will be here for two more years then he is stepping down.

MOTION: Commissioner Collins seconded by Commissioner Selby to enter a closed NCGS 143.318.11 (a) 6; NCGS 143.318.11 (a) 3 and NCGS 143.318.11 (a) 5 was approved by the following vote: Ayes: Commissioners Burke, Mann, Collins, Walker, Borland and Selby. Noes: none. Absent: none.

SUBJECT: Closed session NCGS 143.318.11 (a) 6 Personnel to consider qualifications, competence, performance, character, fitness, conditions of appointment of a public officer or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

SUBJECT: Closed session NCGS 143.318.11 (a) 3 Consult Town Attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration or administrative procedure.

SUBJECT: Closed Session NCGS 143.318.11 (a) 5 To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease.

MOTION: Commissioner Walker seconded by Commissioner Selby to exit the closed sessions was approved by the following vote: Ayes: Commissioners Burke, Mann, Collins, Borland, Selby and Walker. Noes: none. Absent: none.

MOTION: Commissioner Borland seconded by Commissioner Burke to return to open session was approved by the following vote: Ayes: Commissioners Burke, Mann, Collins, Borland, Selby and Walker. Noes: none. Absent: none.

No action taken.

There being no further business to come before the Board or other persons to be heard a motion by Commissioner Selby seconded by Commissioner Borland the meeting was recessed at 8:15 pm until December 18th, 2019 at 4:00 pm was approved by the following vote: Ayes: Commissioner Walker, Burke, Mann, Borland, Selby and Collins. Noes: none. Absent: none.

This the 4th day of December 2019

ATTEST:

Bobby Owens, Mayor

Becky Breiholz, Town Clerk

MINUTES

The Town of Manteo Board of Commissioners held a Special Meeting in the Manteo Town Hall meeting room on December 10, 2019 at 6:00 p.m.

The following members were present: Mayor Bobby Owens
Commissioner Darrell Collins
Commissioner Christine Walker
Commissioner Eddie Mann
Commissioner Richie Burke
Commissioner Betty Selby
Commissioner Jason Borland

The following members were absent:

Also present at the meeting were: Town Manager James Ayers

Mayor Owens called the meeting to order at 6:00 pm

MOTION: Commissioner Mann seconded by Commissioner Burke to enter closed session in accordance with NCGS 143.318.11 (a) 3 was approved by the following vote: Ayes: Commissioners Burke, Mann, Collins, Walker, Borland and Selby. Noes: None. Absent: None.

SUBJECT: Closed session NCGS 143.318.11 (a) 3 Consult Town Attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration or administrative procedure.

Town Attorney Wyatt Booth joined via conference call at 6:04 p.m.

MOTION: Commissioner Mann seconded by Commissioner Selby to exit the closed session was approved by the following vote: Ayes: Commissioners Burke, Mann, Collins, Walker, Borland and Selby. Noes: None. Absent: None

MOTION: Commissioner Collins seconded by Commissioner Burke to return to open session was approved by the following vote: Ayes: Commissioners Burke, Mann, Collins, Walker, Borland and Selby. Noes: None. Absent: None

There being no further business to come before the Board or other persons to be heard a motion by Commissioner Collins seconded by Commissioner Burke the meeting was recessed at 6:47 pm until December 18, 2019 at 4:00 pm was approved by the following vote: Ayes: Commissioners Burke, Mann, Collins, Walker, Borland and Selby. Noes: None. Absent: None

This the 10th day of December 2019

ATTEST:

Bobby Owens, Mayor

Becky Breiholz, Town Clerk



Department Head Report Water and Sewer

December 2019

The Wastewater Treatment Plant was compliant and free of violations for the month. The sewer collection system was free of sanitary sewer overflows (SSOs). The water distribution system was compliant and no violations occurred. Please see below for a breakdown of service, installations and operations:

Service/Install/Operations Summary:

(Water Department)		(Sewer Department)	
New connections installed:	0	New connections installed:	0
New house meters installed:	2	Connections repaired:	0
New irrigation meters installed:	0	Cleanout caps replaced:	0
House meters replaced:	3	Vac-truck hauls:	1
Irrigation meters replaced:	0	Cleanouts lowered/raised:	0
House meters repaired:	0	Video sewer laterals:	2
Irrigation meters repaired:	0	Lateral blockages cleared:	1
Meter boxes moved/raised:	3	Main breaks repaired:	0
MXU (radio units) replaced:	2	Main blockages cleared:	0
MXU (radio units) repaired:	6	Main routine cleaning (in feet):	0
Meter leaks repaired:	0	Main inspections (in feet):	0
Main leaks repaired:	0	Sanitary sewer overflows (SSO):	0
Meter troubleshooting:	10	Manhole inspections:	21
Rereads:	18	Service Location requests:	34
Quarterly rereads:	0	Liftstation pumps repaired:	0
Hydrant inspections:	0	Liftstation pumps replaced:	0
Hydrants repaired / replaced:	0	Liftstation control replaced:	0
Service location requests:	34	Liftstation cleaning (wet well):	1
Routine flushing (in gallons):	.015 (MG)	WWTP pumps, motors repaired:	0
Non-routine flushing (gallons):	.015 (MG)	WWTP pumps, motors replaced:	0
Hydrant pressure/flow testing:	0	Road Patches:	0

Water Distribution System Maintenance

- Installed new drinking water sampling station on Swaim Drive. This is the sixth of 15 installations to be completed this year.

(continued)



Department Head Report Water and Sewer

Sewer Collection System Maintenance

- Completed routine cleaning of wet-well at Cedar Bay lift-station.

Wastewater Treatment Plant (WWTP)

- Completed painting and pipe labeling for headworks, influent piping, return activated sludge (RAS) piping and waste activated sludge piping (WAS).

Employee Certification / Education

- Included below are current licenses held by staff as well as collective experience and achievements:
 - More than 56 years of combined experience in water and sewer operations
 - 25 combined individual license exams passed for various levels of state licenses

Current Licenses Held as of: 12-31-19	
Josh O'Brien (Superintendent)	WWTP Biological Grade 4 Collections Grade 4 A Distribution
Eddie Hanusik (Supervisor)	Collections Grade 2 C Distribution Eligible to test for Backflow (February 2020)
Walter Liverman (Plant operator)	WWTP Biological Grade 3 Collections Grade 2 C Distribution
Jonique Lee (Maintenance)	Collections Grade 1 B Distribution Backflow Cross Connection
Chris Hurdle (Maintenance)	Commercial Class A Driver's License Eligible to test for C Distribution (March 2020)
Troy Folkner (Maintenance)	None / Start Date 1-14-19 Eligible to test for C Distribution (March 2020)

Town of Manteo System Types:

Drinking Water Distribution System:

B Distribution

Sanitary Sewer Collection System:

Collections Grade 2

Wastewater Treatment Plant

Grade 3 Biological Water Pollution Control System

Backflow / Cross Connection

The above are required NC State licenses for certifications for operator in responsible charge (ORC) and backup ORC for each Town system.

If you have any questions about this agenda item, please call the Town Manager at 473.2133 or the staff member listed below prior to Wednesday Evening.

Name: Josh O'Brien

Telephone: 473-3513



Department Head Report Technology Department

December 2019

Active IT Trouble Issues – Description of issues and statuses of active IT problems

1. **Camera Issues at Skate Park** – The camera power block failed at the skate park. Once the device was replaced the camera came back online.
2. **Camera Issue at Water and Sewer Plant** – The camera at the entrance gate of the facility failed. Since the camera is under warranty, the contractor was able to replace the camera at no cost to the town.
3. **Cable Feed at Marina** – After inspecting the TV cable feeds located at the marina it was determined that several junction boxes were damaged and not weather tight. As a result, these boxes will need to be replaced with new weather tight junction boxes and new splitters.

Projects – Description of new and active IT projects

1. **Website Re-Design** – We are continuing to work with each department to update the content for the new website. The onsite training session has been moved to January. We are also in the process of reviewing the proposed design code to ensure that the design meets the expectations of the town.
2. **Migration of Email Solution** – We are still working on migrating everyone to Google Apps for the Town of Manteo's e-mail and collaboration tools. As of this report we have only 1 individual that needs to be migrated over to the new email solution. As a reminder all old email addresses will continue to work and will be delivered to the new email address.
3. **Data Center Migration** – We are working with Dare County to migrate our existing servers at Manteo Town Hall to the Emergency Operation Center located by the airport. By migrating our servers to this location, we will have redundant power, redundant internet access, and a data center that is climate controlled and can withstand the strongest storms. The MOU between the Town and Dare County has been signed. We are planning on the second week of January to start installing and configuring the equipment at the emergency operation center.
4. **Special Events** – Worked with other members of the Special Events Committee to prepare for the Christmas Tree Lighting, Christmas Parade, and



Department Head Report Technology Department

the New Year's Eve Celebration.

5. **Background Sound Around Town** – We have installed and configured the equipment to provide background sound around the Magnolia Pavilion.

If you have any questions about this agenda item, please call the Town Manager at 473.2133 or the staff member listed below prior to Wednesday Evening.

Name: Carl Woody

Telephone: 252-473-4108



Department Head Report

Manteo Waterfront Marina

December 2019

We should start on the middle dock electrical panel in December and when finished, the pilings should be ready to use by the boats returning from the guest dock.

Due to some long-term dockage from transient boaters, November turned out to be a very good month.

The finger pier for slips 23 and 24 are now completed and are ready for the power box installation.

Everything is now finished on Dock 2 but completing the room that seals the electrical panels.

If you have any questions about this agenda item, please call the Town Manager at 473.2133 or the staff member listed below prior to Wednesday Evening.

Name: Carl Jordan

Telephone: 252.305.4800



Department Head Report Roanoke Island Maritime Museum

December 2019

- **Hurricane Repairs**

Repairs were completed on slips 23 and 24 at the Marina. Five piles and a finger pier were repaired. This completes all boardwalk and marina repairs related to Hurricane Dorian.

- **Electrical Upgrade**

A new 800-amp electrical panel was installed for the “middle dock” at the Marina. This panel replaces the 30+ year old 600-amp panel. Newer boats require more power to operate AC and other electronic devices. This upgrade will eliminate electrical issues during peak periods. This panel services 17 slips.

- **Volunteers**

Volunteer hours for the period December 1 – 31, was 96 hours with a value of \$2,304.

Volunteer value is based on data provide by Independent Sector. Independent Sector publishes annually the estimated value of volunteer labor by state. The value of a volunteer hour in North Carolina is estimated at \$24.19.

Museum Volunteers support the museum in many ways. Some of the ways they provide support are: assist with programs and events hosted by the museum; make repairs to our youth sailing fleet, shad boat and power boats; docent; make minor repairs to the museum buildings and grounds; sail the shad boat for visitors on Tuesday evenings; and minor repairs to all Town boardwalks,

Total volunteer hours for the calendar year ended December 31, 2019 is 1,936 with a value of \$46,832.

- **Social Media**

Facebook statistics, total Likes of 1,529, for the period ended.

If you have any questions about this agenda item, please call the Town Manager at 473.2133 or the staff member listed below prior to Wednesday Evening.

Name: Barry L. Wickre

Telephone: 252.475.1750



Department Head Report Finance Department

December 2019

There are numerous year end reports that will be prepared after reconciliations have been completed ending December 31, 2019 and submitted to appropriate State and Federal Agencies.

The Town of Manteo Audit completed by the Firm of Dowdy and Osborne was submitted to the Local Government Commission in accordance with NC General Statutes. The Manteo audit report has been reviewed and an approval letter has been received for fiscal year July 1, 2018 through June 30, 2019 without exceptions.

Casey Howell our Accountant is working with Department Heads to complete project worksheets for possible FEMA reimbursements from Hurricane Dorian. There are several categories we will be submitting for consideration, but we are still working with several departments to gather all of the needed information.

Our third-party vendor online bill pay by credit card, or check or by phone is still growing in popularity as well as the number of customers using the night drop box. These options appeal to a wide variety of consumer groups and our unique customer base with diverse needs from our residents, our out of town property owners and to our homebound residents. We are looking forward to adding a fourth new convenience service for bill payment as soon as possible.

Our Town Attorney Wyatt Booth is continuing to work with PNC to draft a banking agreement that is acceptable to both parties to begin offering auto drafting to our customers. The number of requests for auto drafting are continuing to increase. We continually strive to provide higher levels of customer service.

If you have any questions about this agenda item, please call the Town Manager at 473.2133 or the staff member listed below prior to Wednesday Evening.

Name: Shannon Twiddy Telephone: 473-4109



Department Head Report Manteo Police Department

December 2019

All officers completed their gun qualifications at the range.

The Christmas Tree Lighting event was a success again this year.

Everyone enjoyed the Christmas Parade as always.

Boscoe and Inv. Moore had three K-9 deployments and attended two-day training seminar at K-2 Solutions in Southern Pines.

There were no problems or issues during the New Year's Eve event.

Criminal and Traffic Report:

Accidents - 6

Arrests:

1 - DUI

Citations:

- 2 - Allowed an unlicensed driver to drive
- 2 - Driving while license revoked
- 3 - Expired registration
- 1 - Expired inspection
- 3 - Failure to decrease speed
- 1 - Failing to yield right away
- 1 - Improper U turn
- 3 - No Driver's License
- 2 - Running red light
- 6 - Speeding
- 1 - Texting and driving
- 2 - Unsafe movement



Department Head Report

Manteo Police Department

Investigations:

- 1 - Accessory after the fact to a felony
- 1 - Breaking and Entering Closed by Other Means
- 1 - Damage to real property Closed by other means
- 1 - DUI Closed by Arrest
- 1 - False report of a destructive device
- 1 - Larceny of bicycle Closed by other means
- 1 - Larceny of money Inactive
- 1 - Obtain property by false pretense Closed by other means
- 1 - Possess counterfeit currency Closed by other means
- 1 - Unauthorized use of a vehicle

Ordinance Violation - 1

Warning Tickets - 2

If you have any questions about this agenda item, please call the Town Manager at 473.2133 or the staff member listed below prior to Wednesday Evening.

Name: Chief Vance Haskett

Telephone: (252) 305-3481



Department Head Report PUBLIC WORKS

December 2019

The Town of Manteo Public Works Department has been very busy working throughout the Town performing our regular duties and responsibilities of solid waste collection and maintaining public buildings and parks.

Continued installing decorations throughout the town:

Lights on the Christmas tree, Magnolia Pavilion, Town Hall, Cartwright Park, Pea Island Cookhouse, gazebo along boardwalk, and the corner of Budleigh and 64.

Preparations for the Christmas Tree lighting:

Set up fire pit, install barricades around fire pit, put out trash cans, set up tables for hot chocolate, place barricades at designated streets, put out no parking signs along designated streets and placed bleachers along Queen Elizabeth.

Preparations for the Christmas parade:

Set up barricades along Queen Elizabeth, placed barricades at street closures,

Removed debris and trash along with picking up all barricades, bleachers, trash cans, tables, fire pit and signs after each event.

Cleaned Cartwright Park and the Pea Island Cookhouse of pine straw and leaves.

Began rounds of street cleaning throughout the town.

Preparations for New Year's Eve:

Set fire pit and placed a barricade around it, placed barricades around stage and for road closures and put out no parking signs.

Assisted with installing pulley at the Arts Council building.

If you have any questions about this agenda item, please call the Town Manager at 473.2133 or the staff member listed below prior to Wednesday Evening.

Name: Frankie Woodley

Telephone: 202-8511



Department Head Report Planning Department

December 2019

PARC and Planning and Zoning Board:

PARC did not receive any submittals for December and did not meet.

The Planning Board met and approved a buffer installation at Manteo Marine.

The Plan Update Working Group:

The Working Group met on December 17th and received an update from the Housing subcommittee.

Floodmaps:

The letter of final determination for the new floodmaps was sent to Dare County Commissioner Chairman Woodard. Once the County receives the letter, they will forward it to the Towns.

Conferences/school/meetings:

Municipal and County Administration (week 4) January 14-17, 2020

Class on 160D January 22, 2020

If you have any questions about this agenda item, please call the Town Manager at 473.2133 or the staff member listed below prior to Wednesday Evening.

Name: Melissa Dickerson

Telephone: 252-473-4112



James Ayers <jayers@manteonc.gov>

Downtown Associate Community Program

Parham, Liz <lparham@nccommerce.com>

Tue, Dec 31, 2019 at 11:30 AM

To: "owens@townofmanteo.com" <owens@townofmanteo.com>

Cc: "ayers@townofmanteo.com" <ayers@townofmanteo.com>, "mdickerson@townofmanteo.com" <mdickerson@townofmanteo.com>, "Flowers, Kenny" <kenny.flowers@nccommerce.com>

Happy New Year!

On behalf of the North Carolina Department of Commerce, I am pleased to announce that Manteo has been selected to participate in the Downtown Associate Community Program, coordinated under the NC Main Street and Rural Planning Center. We have selected six towns to receive services in 2020 and 2021: Murphy, Graham, Mebane, Manteo, Pilot Mountain and Zebulon. As you may know, the State Legislature has not approved a budget yet, therefore the selected communities will enter the program on a staggered schedule due to limited resources, two towns every six months to begin in January 2020. Please see the attached letter for the full details. Congratulations, and we look forward to working with you!

Liz

Elizabeth (Liz) H. Parham, CMSM

Director, NC Main Street & Rural Planning Center

4346 Mail Service Center

Raleigh, NC 27699-4346

P - 919-814-4658

C - 919-805-2067

lparham@nccommerce.com

 **Manteo_DAC_123119.pdf**
128K



ROY COOPER
Governor

ANTHONY M. COPELAND
Secretary

KENNY FLOWERS
Assistant Secretary

December 31, 2019

The Honorable Bobby Owens
Mayor, Town of Manteo
P.O. Box 246
Manteo, NC 27954

Dear Mayor Owens:

On behalf of the North Carolina Department of Commerce, I am pleased to announce that Manteo has been selected to participate in the Downtown Associate Community Program, coordinated under the NC Main Street and Rural Planning Center at the North Carolina Department of Commerce. As you are aware, this was a competitive application process and your community was selected as one of six communities that will receive services over the next 12 months. The NC Main Street and Rural Planning Center staff believes that your interest in improving the downtown along with the existing business mix and building stock, make Manteo an excellent candidate for this program.

There were many strong applications to consider during this selection process. Due to limited staff and resources, we have determined the most efficient way to move forward is to take communities in on a staggered basis, therefore our plan is to begin our work with Manteo and Mebane in the summer of 2020.

We look forward to working with you and your community leaders to develop a sustainable downtown organization that will position your downtown for economic growth and development. We believe that your community's participation in this program will lead to designation as a North Carolina Main Street community in the next three years.

The NC Main Street and Rural Planning Center staff will be in contact with your town staff to set up an initial kick-off visit. We anticipate that visit will take place in late August of 2020.

Congratulations on your acceptance into the Downtown Associate Community program and thank you for your ongoing commitment to improve the vitality of your downtown. If you have any questions, please contact Liz Parham, Director of the NC Main Street & Rural Planning Center at 919-814-4658.

Sincerely,

Kenny Flowers, Assistant Secretary of Rural Economic Development

Cc:

James Ayers
Melissa Dickerson
Elizabeth H. Parham



Department Head Report Administration

January 2019

Authorization for Town Manager to Acquire 604 Sir Walter Raleigh (Lot 31)

The Board of Commissioners previously authorized the Town Manager to negotiate with the owner of 604 Sir Walter Raleigh (Lot 31) for the acquisition of this parcel of land. The attorney for the landowner has provided documentation of costs incurred in the amount of \$67,774 and costs of conveying the lot to the Town are not expected to exceed \$1,000.

The Town Manager requests authorization to acquire 604 Sir Walter Raleigh (Lot 31) at a cost not to exceed \$68,774 and to execute all necessary documents including, but not limited to, a real estate purchase and sale agreement, a settlement and release agreement, and the settlement statement and other closing documents.

If you have any questions about this agenda item, please call the Town Manager at 473.2133 or the staff member listed below prior to Wednesday Evening.

Name: James Ayers

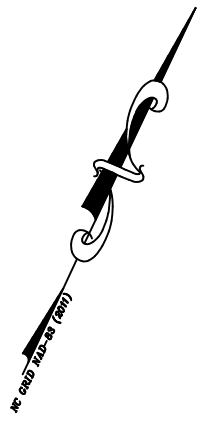
Telephone: 473-2133

Proposed 2020 Town of Manteo Board of Commissioner Schedule

BOARD	Date Year 2020	Submission date
BOC Regular Meet	Jan. 1 @ 6:30 pm HOLIDAY	
Recessed workshop	January 15 @ 4:00 pm	Jan. 8, 2020
BOC Regular Meet	February 5 @ 6:30 pm	January 29, 2020
Recessed workshop	February 19 @ 6:30 pm	
BOC Regular Meet	March 4 @ 6:30 pm	February 26
Recessed workshop	March 18 @ 6:30 pm	
BOC Regular Meet	April 1 @ 6:30 pm	March 25
Recessed workshop	April 15 @ 6:30 pm	
BOC Regular Meet	May 6 @ 6:30 pm	April 29
Recessed workshop	May 20 @ 6:30 pm	
BOC Regular Meet	June 3 @ 6:30 pm	May 27
Recessed workshop	June 17 @ 6:30 pm	
BOC Regular Meet	July 1 @ 6:30 pm	June 24
Recessed workshop	July 15 @ 6:30 pm	
BOC Regular Meet	August 5 @ 6:30 pm *	July 29
Recessed workshop	August 19 @ 6:30 pm *	
BOC Regular Meet	September 2 @ 6:30 pm	August 26
Recessed workshop	September 16 @ 6:30 pm	
BOC Regular Meet	October 7 @ 6:30 pm	September 30
Recessed workshop	October 21 @ 6:30 pm	
BOC Regular Meet	November 4 @ 6:30 pm	October 28
Recessed workshop	November 18 @ 6:30 pm	
BOC Regular Meet	December 2 @ 6:30 pm	November 25
Recessed workshop	December 16 @ 6:30 pm	

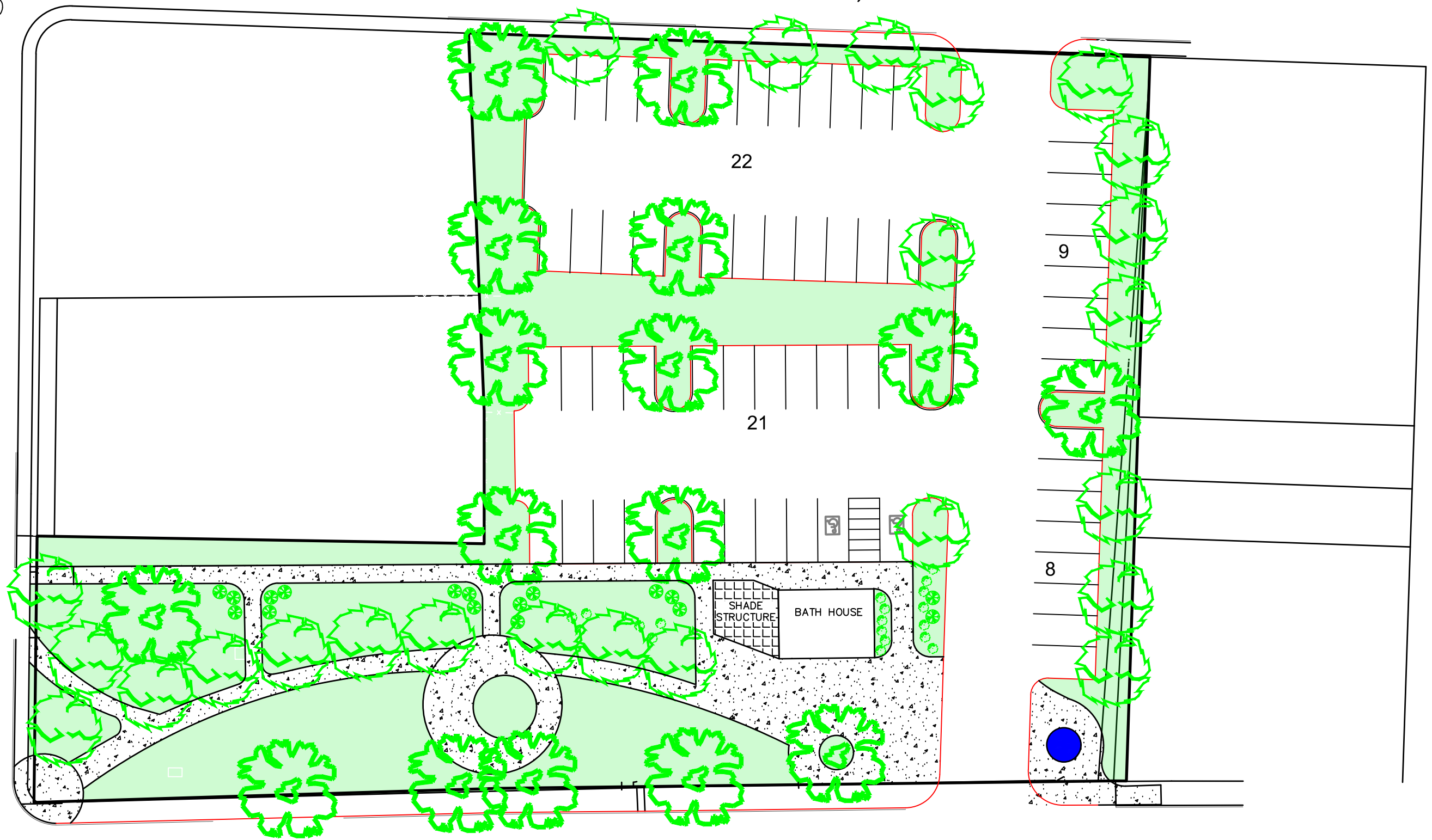
*The Board policy has been to cancel their August meeting.

The Board of Commissioners meetings are the first and third Wednesday of every month.



LORD ESSEX AVE.

ANANIAS DARE ST. (N.C. 400)



22

21

9

8

SHADE STRUCTURE

BATH HOUSE

BUDLEIGH ST. (S.R. 1150)

Intergovernmental Ground Lease Agreement

between

COUNTY OF DARE, Landlord

and

TOWN OF MANTEO, Tenant

dated as of

_____, 2019

Intergovernmental Ground Lease Agreement & Memorandum of Understanding

THIS INTERGOVERNMENTAL GROUND LEASE AGREEMENT (this “**Lease**”) effective as of _____, 2019 (the “Effective Date”), is entered into between the COUNTY OF DARE, a North Carolina county and body politic (“**Landlord**”) and the TOWN OF MANTEO, a North Carolina municipality and body politic (“**Tenant**”).

RECITALS:

R1. Landlord is the owner of the following adjoining parcels of real property, located in the Town of Manteo, Dare County, North Carolina (collectively, the “**Premises**”):

- a. 217 Budleigh Street –Parcel # 024570000, PIN # 988019524438
- b. 200 Ananias Dare Street –Parcel # 024573000, PIN # 988015525678
- c. 204 Ananias Dare Street – Parcel # 024574000, PIN # 9888015524684

R2. Tenant desires to lease the Premises and to construct thereon a so-called “Town Commons” consisting of open space/green space, public parking, and other public recreational facilities (the “**Facility**”), pursuant to the terms and conditions of this Lease.

R3. Landlord desires to lease the Premises to Tenant for the construction of the Facility, pursuant to the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the rents reserved and covenants made herein, the sufficiency of which is acknowledged, Landlord and Tenant, for themselves and their permitted successors and assigns, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. The following terms, as used in this Lease, shall have the meanings set forth below:

“**Additional Rent**” shall mean all amounts payable by Tenant under this Lease, other than Base Rent, and whether or not expressly designated as Additional Rent in this Lease.

“**Assignment**” shall mean the sale, exchange, assignment, or other disposition of all of Tenant’s interest in this Lease and the leasehold estate created thereby, whether by operation of Law or otherwise.

“**Base Rent**” shall have the meaning set forth in Section 3.01 hereof.

“**Business Day**” shall mean any day that is not a Saturday, Sunday, or a day observed as a holiday by either the State or the Federal government.

“**Change Order**” shall have the meaning set forth in Section 5.03 hereof.

“**Commencement Date**” shall mean the date, following Demolition, upon which Tenant accepts possession of the Premises, as provided in Section 5.01 hereof.

“**Demolition**” shall have the meaning set forth in Section 5.01 hereof.

“**Effective Date**” shall have the meaning appearing in the opening paragraph of this Lease.

“**Environmental Laws**” shall mean all Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to Remedial Action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

“**Expiration Date**” shall mean the last day of the month in which occurs the twenty fifth anniversary of the Commencement Date as same may be extended pursuant to Article XIX hereof.

“**Extension Term**” shall have the meaning set forth in Section 19.01 hereof.

“**Event of Default**” shall have the meaning set forth in Section 10.01 hereof.

“**Facility**” shall have the meaning set forth in Recital 2 hereof, subject to the other terms and provisions of this Lease.

“**Fee Mortgage**” shall mean any financing obtained by Landlord, as evidenced by any mortgage, deed of trust, assignment of leases and rents, or other instruments, and secured by the fee ownership interest of Landlord in the Property, including any extensions, modifications, amendments, replacements, supplements, renewals, refinancings, and consolidations thereof.

“**Fee Mortgagee**” shall mean the holder of a Fee Mortgage.

“**Governmental Authority**” or “**Governmental Authorities**” shall mean the United States of America, the State of North Carolina, the County of Dare, the Town of Manteo, any political subdivision of any of the foregoing, and any other governmental or regulatory authority, agency, board, department, or any other public or quasi-public authority, having jurisdiction over the Premises or the matter at issue.

“**Hazardous Materials**” shall mean any and all substances, materials, chemicals, or wastes that now or hereafter are classified or considered to be hazardous or toxic under any Environmental Law, or that are or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity under any Environmental Law applicable to the Premises, and shall also include: (a) gasoline, diesel fuel, and any other petroleum hydrocarbons; (b) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (c) polychlorinated biphenyls; (d) radon gas; and (e) flammable liquids and explosives.

“**Initial Construction**” shall mean the design, development, and construction of the Facility.

“**Law**” or “**Laws**” shall mean any present or future applicable law, statute, ordinance, regulation (including zoning regulations), code, building code, judgment, injunction, arbitration award, order, rule,

directive, common law, codes and ordinances of any Governmental Authorities, easement, covenant, restriction, or other agreement of record affecting the Premises as of the date of this Lease or subsequent thereto.

“**Liabilities**” shall mean all losses, claims, suits, demand, costs, liabilities, and expenses, including reasonable attorneys’ fees, penalties, interest, fines, judgment amounts, fees, and damages, of whatever kind or nature.

“**Permitted Use**” shall mean the use of the Premises for the Facility, as approved hereunder, in accordance with all applicable Laws for any lawful purpose.

“**Person**” shall mean any individual, corporation, partnership, firm, or other legal entity.

“**Plans**” shall have the meaning set forth in Section 5.02 hereof.

“**Premises**” shall have the meaning set forth in Recital 1 hereof, and any and all rights, privileges, easements, and appurtenances to the Premises.

“**Property Reports**” shall have the meaning set forth in Section 5.07 hereof.

“**Release**” shall mean the release or threatened release of any Hazardous Materials into or upon or under or above any land, water, or air, or otherwise into the environment, including by means of burial, disposal, discharge, emission, spillage, leakage, seepage, leaching, or dumping.

“**Remedial Action**” shall mean the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials necessary to comply with any Environmental Laws.

“**Rent**” shall mean Base Rent and Additional Rent.

“**State**” shall mean the State of North Carolina.

“**Sublease**” shall mean any lease, sublease, occupancy, license, or concession agreement for the use or occupancy of space on the Premises (other than this Lease).

“**Subtenant**” shall mean any tenant, subtenant, licensee, or other occupant of space on the Premises (other than Tenant).

“**Term**” shall mean the term of this Lease commencing on the Commencement Date and ending on the Expiration Date, as may be extended pursuant to Article XIX.

ARTICLE II

LEASE OF PREMISES; CONDITION OF PREMISES; COMMENCEMENT DATE AGREEMENT; FAILURE TO DELIVER POSSESSION

Section 2.01 Lease of Premises. Subject to the terms and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for a Term that shall commence on the

Commencement Date and end on the Expiration Date (as such Term may be extended from time to time pursuant to Article XIX hereof), subject to earlier termination pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to Law.

Section 2.02 Condition of Premises. Tenant has inspected the Premises and accepts possession of the Premises in its “AS IS” condition on the Commencement Date. Except as otherwise expressly provided in this Lease, Tenant has full responsibility for the repair, alteration, and maintenance of the Premises. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant is not relying upon, any warranties or representations regarding the Premises, except to the extent same are expressly set forth in the Lease.

ARTICLE III

BASE RENT; RENT PAYABLE TO LANDLORD; NET LEASE

Section 3.01 Base Rent.

(a) Tenant covenants and agrees to pay base rent to Landlord throughout the Term of this Lease (“**Base Rent**”) for the period commencing on the Commencement Date and ending on the Expiration Date, an amount equal to One and 00/100 Dollars (\$1.00) per annum, payable in one (1) lump sum of Twenty and No/100 Dollars (\$20.00) on or before the Commencement Date; and,

(b) The Base Rent for any Extension Term as provided in Article XIX of this Lease shall be an amount equal to One and 00/100 Dollars (\$1.00) per annum.

Section 3.02 Additional Rent. Tenant shall pay to Landlord all Additional Rent that is payable to Landlord pursuant to the terms and conditions of this Lease within thirty (30) days after written demand therefore from Landlord, unless a different time period is specified in this Lease.

Section 3.03 Net Lease. This Lease is an absolute net lease. Tenant shall pay as Additional Rent all expenses of every kind and nature whatsoever relating to or arising from the Premises, and all expenses arising from the leasing, operation, management, construction, maintenance, repair, use, and occupancy of the Premises, except as otherwise expressly provided in this Lease. Notwithstanding the foregoing, Landlord agrees to pay the following expenses: (a) any expenses expressly agreed to be paid by Landlord in this Lease; (b) debt service and other payments with respect to any Fee Mortgage; (c) expenses incurred by Landlord to monitor and administer this Lease; (d) expenses incurred by Landlord prior to the Commencement Date; and (e) expenses that are personal to the Landlord.

ARTICLE IV

PERMITTED USE

Section 4.01 Permitted Use. Subject to all applicable Laws and this Lease, Tenant shall use the Premises only for the Permitted Use. Tenant shall complete construction of the Facility within five (5) years of the Commencement Date. The permitted use shall contain not less than ~~65~~ 60 parking spaces unless otherwise agree upon by Landlord.

ARTICLE V

CONSTRUCTION OF FACILITY

Section 5.01 Demolition. Pursuant to Landlord's current demolition plan, after the Effective Date and prior to the Commencement Date, Landlord, at Landlord's sole expense, shall demolish all structures and improvements currently located on the Premises and shall remove all demolition debris from the Premises (the "**Demolition**"). Upon completion of the Demolition, Landlord shall deliver to Tenant a written notice of completion, and Tenant shall have fifteen (15) days to inspect the Premises, and shall thereafter either notify Landlord of Tenant's acceptance of the Premises or provide Landlord with a punchlist of items related to the Demolition that Tenant requests Landlord complete prior to the Commencement Date. Landlord and Tenant agree to work together in good faith to resolve any disagreement regarding completion of the Demolition, but Landlord shall have no obligation to perform further demolition. In the event Landlord and Tenant are unable to resolve any disagreement regarding completion the Demolition, Tenant's remedies shall be limited to acceptance of the Demolition as-is, or termination of this Agreement.

Section 5.02 Construction Approvals By Landlord. After the Commencement Date and prior to commencing any excavation, construction, paving, or any other work associated with the Initial Construction, Tenant shall deliver to Landlord for its approval a set of the preliminary design documents (the "**Plans**"), identifying and describing all mechanical, electrical, and plumbing systems, materials, signage, and design. Landlord shall have a period of thirty (30) days after receipt to approve or reject such submissions. Failure to approve or reject any submissions within such period shall be deemed approval by Landlord. Upon the rejection of any submissions, Landlord will provide a description of measures to be taken by Tenant that will result in approval on resubmission. Landlord agrees not to unreasonably withhold, condition, or delay the approval required by this Section 5.02.

Section 5.03 Change Order. Once the Plans are submitted to and approved by Landlord, Tenant may, without the prior written consent or approval of Landlord, order, authorize, or perform any change, substitute work, or materials in prosecuting the construction of the Facility ("**Change Order**"), provided such Change Order does not result in a change to the Permitted Use or materially alter the design of the Facility shown on the Plans. Material changes to the design of the Facility or the Plans shall be subject to Landlord approval, which shall not be unreasonably withheld.

Section 5.04 Liens Subordinate to Landlord. Tenant shall not create or permit to be created or to remain, and shall promptly discharge, any lien, encumbrance, or charge levied on account of any mechanic's, laborer's, or materialman's lien which might or does constitute a lien, encumbrance, or charge upon the Premises, or any part thereof, or the income therefrom, having a priority or preference over or ranking on a parity with the estate, rights, or interest of Landlord in the Premises or any part thereof, or the income therefrom. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to the filing of any lien against the Premises by any contractor, subcontractor, laborer, materialman, architect, engineer, or other Person for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof.

Section 5.05 Title to the Facility. The title to the Facility shall remain with Landlord subject to Tenant's rights under the term of this Agreement.

Section 5.06 Permits, Laws, and Ordinances. Tenant shall require its contractors and subcontractors to comply in all material respects with all Laws of all Governmental Authorities which may now or hereafter, from time to time, be established and which are or shall be applicable to Tenant or Landlord as they relate to the Premises.

Section 5.07 Reports and Information. Tenant shall deliver or cause to be delivered to Landlord copies of all soil reports, hazardous wastes or toxic materials reports, and other similar written materials prepared for Tenant with respect to the Premises (collectively, the “**Property Reports**”) within thirty (30) days after receipt by Tenant.

ARTICLE VI

OPERATION OF THE PREMISES

Section 6.01 Tenant’s Operation of the Premises. Upon completion of construction of the Facility, Tenant will operate the Premises in accordance with all Laws governing the Premises and this Lease.

Section 6.02 Mechanics’ Liens. Tenant shall keep the Premises and this Lease free from any lien or other encumbrance filed or recorded in favor of any mechanic, materialman, architect, or engineer in accordance with Section 5.04 hereof.

Section 6.03 Utilities. Tenant shall obtain and pay for all utilities directly from and to the utilities and vendors serving the Premises, including fuel, gas, electric, water and sewer service, trash collection, telephone, and internet service.

ARTICLE VII

MAINTENANCE AND REPAIRS

Section 7.01 Maintenance and Repair of the Premises. Tenant shall, at all times during the Term of this Lease, at Tenant’s sole cost and expense, keep and maintain the Premises, including the Facility, appurtenances, and every part thereof that may exist on, in, or be made a part of the Premises, in good order and condition, ordinary wear and tear excepted, and make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. Tenant shall keep the entire Premises substantially free of any accumulation of dirt, rubbish, snow, and ice. Unless otherwise expressly provided in this Lease, Landlord is not required to maintain, repair, clean, alter, or improve the Premises, or to provide any services to the Premises.

ARTICLE VIII

ASSIGNMENT; SUBLEASE; NON-DISTURBANCE

Section 8.01 Subleases and Licenses.

(a) Tenant shall have the right, subject to the applicable provisions of this Article IX, without the consent of Landlord, to enter into Subleases with any Person who is not a debtor or debtor-in-possession in a voluntary or involuntary bankruptcy proceeding at the commencement of the Sublease term for the

use permitted by this Lease.

(b) Each Sublease shall provide that: (i) it is subordinate and subject to this Lease; and (ii) the fixed expiration date thereunder shall not extend beyond the Expiration Date.

ARTICLE IX

FEE MORTGAGES; LEASEHOLD MORTGAGES

Section 9.01 Fee Mortgages. Landlord may mortgage its fee interest in the Premises.

Section 9.02 No Leasehold Mortgages. Tenant shall not have the right to encumber its interest in this Lease.

ARTICLE X

DEFAULT; REMEDIES

Section 10.01 Events of Default. Each of the following events shall be an event of default ("Event of Default"):

(a) If Tenant shall fail to observe or perform one or more of the other terms, conditions, covenants, or agreements contained in this Lease, and such failure shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant specifying such failure unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done, or removed, as the case may be, within such thirty (30) day period, in which case no Event of Default shall be deemed to exist as long as Tenant shall have commenced curing the same within such thirty (30) day period and shall diligently, continuously, and in good faith prosecute the same to completion.

(b) If Tenant shall make an assignment for the benefit of creditors.

(c) The filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of sixty (60) days.

(d) If a levy under execution or attachment shall be made against the Premises and such execution or attachment shall not be vacated or removed by court order, bonding, or otherwise within a period of ninety (90) days.

(e) If Landlord shall fail to complete the Demolition within six (6) months of the Effective Date.

Upon the occurrence of an Event of Default, the non-defaulting party may, at its option, give notice to defaulting party of the termination of this Lease and, upon thirty (30) days after service of such notice, this Lease, the Term, and Tenant's estate shall terminate (whether or not the Commencement Date shall

have occurred) and shall end with the same force and effect as if that day were the day fixed for the expiration of this Lease.

ARTICLE XI

EXPIRATION OR TERMINATION

Section 11.01 Extinguishment of Tenant's Rights. Upon the termination or expiration of this Lease from any cause, all rights and interests of Tenant, and all persons whomsoever claiming by, through, or under Tenant, shall immediately cease and terminate, and the Premises and the Facility, shall thence forward constitute and belong to and be the absolute property of Landlord or Landlord's successors and assigns, without further act or conveyance, and without liability to make such compensation to Tenant or to anyone whomsoever, and free and discharged from all and every lien, encumbrance, claim, and charge of any character created or attempted to be created by Tenant at any time.

Section 11.02 Early Termination by Landlord. Landlord shall have the right to terminate this Lease prior to the Expiration Date upon sixty (60) days' written notice to Tenant (the "**Early Termination Right**"). Upon exercise of the Early Termination Right, Landlord shall pay to Tenant the following: (a) a sum equal to the amount of funds Tenant may owe to any party for the repayment of grant funds received by Tenant for the construction of the Facility; plus (b) a sum equal to one twentieth (1/20) of Tenant's actual costs incurred for the Construction of the Facility multiplied by the number of years (including any partial year depending on the date of termination) remaining prior to the Expiration Date.

ARTICLE XII

ESTOPPEL CERTIFICATES

Section 12.01 Estoppel Certificates. Landlord and Tenant will execute, acknowledge, and deliver to the other promptly upon request, a certificate certifying as to the following:

- (a) That this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications).
- (b) The dates through which the Rent under this Lease has been paid.
- (c) The amount of the Rent then payable.
- (d) That no notice has been given by Landlord to Tenant of any default under this Lease which has not been cured and to the best of its knowledge and belief no default exists (or, if there has been any notice given or a default exists, describing the same).

Certificates from Landlord and Tenant pertaining to the same matters may be relied upon by any prospective Fee Mortgagee, or by any prospective assignee of an interest under this Lease or by any prospective subtenant of all or any portion of the Premises.

ARTICLE XIII

NOTICES

Section 13.01 Notices. Until a different address is provided in a notice to the other party, all notices, demands or requests made by either party to the other which are required or permitted by the provisions of this Lease shall be in writing and shall be deemed sufficiently given if: (a) delivered by hand (against a signed receipt); (b) mailed by United States certified or registered mail, return receipt requested, postage prepaid; or (c) sent by nationally recognized commercial overnight delivery service at the following address:

Landlord:	County of Dare Attn: County Manager 954 Marshall C. Collins Drive Manteo, NC 27954
Tenant:	Town of Manteo Attn: Town Manager Town Hall, 407 Budleigh Street Manteo, NC 27954

Notwithstanding anything contained in this Lease to the contrary, any notice required to be given by Landlord or Tenant hereunder shall be deemed to be effective as of the date such notice is received or refused as reflected on said notice.

ARTICLE XIV

COMPLIANCE WITH LAWS; ENVIRONMENTAL LAWS

Section 14.01 Compliance With Laws. Tenant warrants and agrees that, during the entire Term of this Lease and at its expense: (a) Tenant will conduct Tenant's activities on or related to the Premises only in full compliance with all applicable Laws; (b) Tenant will neither do nor permit any act or omission which could cause the Premises and Tenant's use thereof to fail to be in full compliance with all applicable Laws; and (c) Tenant will neither do nor permit any act or omission which could cause any Liabilities to exist or be asserted against Landlord or the Premises. Without limiting the foregoing, Tenant shall promptly cure all violations of Law for which Tenant has received notice or a public notice of violation has been issued and pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Law.

Section 14.02 Environmental Laws.

(a) Tenant warrants and agrees that, during the entire Term of this Lease and at its expense, Tenant shall comply with all Environmental Laws. Such compliance shall include Tenant's obligation to take Remedial Action when required by Law and to pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Law.

(b) Tenant shall notify Landlord promptly in writing if: (i) Tenant becomes aware of the presence

or Release of any Hazardous Material at, on, under, over, emanating from, or migrating to the Premises in any quantity or manner which could reasonably be expected to violate in any material respect any Environmental Law or give rise to any material Liability or the obligation to take Remedial Action; or (ii) Tenant receives any written notice, claim, demand, request for information, or other communication from a Governmental Authority regarding the presence or Release of any Hazardous Material at, on, under, over, emanating from, or migrating to the Premises.

(c) Tenant shall take and complete any Remedial Action with respect to the Premises in full compliance with all Laws and shall, when such Remedial Action is completed, submit to Landlord written confirmation from the applicable Governmental Authority that no further Remedial Action is required.

(d) Tenant shall provide Landlord with copies of all tests, studies, notices, claims, demands, requests for information, or other communications relating to the presence or Release of any Hazardous Materials at, on, under, over, emanating from, or migrating to the Premises.

ARTICLE XV

NO IMPAIRMENT OF LANDLORD'S TITLE

Section 15.01 No Impairment of Landlord's Title. Tenant shall not permit the Premises to be used by any Person at any time or times during the Term of this Lease in such a manner as would impair Landlord's title to or interest in the Premises or in such a manner as would cause a claim or claims of adverse possession, adverse use, prescription, or other similar claims of, in, to, or with respect to the Premises.

ARTICLE XVI

QUIET ENJOYMENT

Section 16.01 Quiet Enjoyment. Landlord covenants and agrees that, if and so long as Tenant observes and performs each and every covenant, agreement, provision, and condition of this Lease on the part of Tenant to be observed and performed throughout the Term of this Lease, Tenant may peaceably and quietly enjoy the Premises without hindrance or molestation of Landlord or any Person acting through Landlord.

ARTICLE XVII

LIMITATION OF LANDLORD'S LIABILITY

Section 17.01 Limitation of Landlord's Liability.

(a) If Landlord sells, assigns, or otherwise transfers (whether by operation of Law or otherwise) all or part of its interests in the Premises or this Lease: (i) Landlord shall be relieved of all obligations and Liabilities of Landlord under this Lease accruing after the effective date of such transfer; and (ii) the transferee shall be deemed to have assumed all of Landlord's obligations and Liabilities under this Lease effective from and after the effective date of the transfer.

(b) Landlord, its partners, members, shareholders, officers, directors, and principals, whether disclosed or undisclosed, shall have no personal liability under or in connection with this Lease. Tenant agrees that it shall look solely to Landlord's interest in the Premises and this Lease for the satisfaction of Tenant's remedies or to collect any judgment requiring payment of any money by Landlord.

ARTICLE XVIII

MEMORANDUM

Section 18.01 Memorandum. Either Landlord or Tenant may record a memorandum of this Lease or a memorandum of any amendment or modification of this Lease, provided the memorandum shall not include the financial terms of this Lease or of any amendment or modification of this Lease. Each party shall, upon the request of the other, join in the execution of a memorandum of this Lease or a memorandum of any amendment or modification of this Lease in proper form for recordation together with any transfer tax returns or forms necessary for such recordation. The party requesting such memorandum of Lease shall be responsible for the payment of any recording taxes. Upon the expiration or sooner termination of this Lease, Tenant covenants that it will, at the request of Landlord, execute, acknowledge, and deliver an instrument canceling any memorandum of Lease which is recorded and all other documentation required to record same. If Tenant fails or refuses to execute, acknowledge, and deliver such instrument of cancellation, then Tenant hereby appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute, acknowledge, and deliver such instrument of cancellation on Tenant's behalf.

ARTICLE XIX

EXTENSION TERMS

Section 19.01 Extension Terms. Unless Landlord or Tenant shall deliver a Notice of Termination prior to the Expiration Date, this Lease shall automatically extend for additional periods of two (2) years (each an "Extension Term"), with Tenant to pay Base Rent at the beginning of each Extension Term.

ARTICLE XX

MISCELLANEOUS

Section 20.01 Landlord and Tenant Representations and Warranties. Landlord and Tenant each represent and warrant that:

(a) This Lease has been duly authorized, executed, and delivered by such party and constitutes the legal, valid, and binding obligation of such party.

(b) There are no actions, suits, or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or at equity or before any Governmental Authority that would impair such party's ability to perform its obligations under this lease.

(c) The consummation of the transactions hereby contemplated and the performance of this Lease

will not result in any breach or violation of, or constitute a default under, any lease or financing agreement.

Section 20.02 No Waiver; Cumulative Rights of Landlord.

(a) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant with its undertakings, duties, and obligations hereunder, and no custom or practice of the parties hereto at variance with the provisions hereof shall constitute a waiver of Landlord's right to demand exact compliance with the provisions contained in this Lease.

(b) All rights, powers, and privileges conferred herein upon both parties hereto are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

Section 20.03 Attorneys' Fees. If any action is brought by either party against the other in connection with or arising out of this Lease, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action.

Section 20.04 Provisions Are Binding Upon Successors and Assigns. It is mutually covenanted, understood, and agreed by and between the parties hereto, that each of the provisions of this Lease shall apply to, extend to, be binding upon, and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors, and assigns of Landlord and Tenant hereto, and shall be deemed and treated as covenants running with the Premises during the term of this Lease. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors, and assigns of said party, the same as if in each case expressed.

Section 20.05 Applicable Law. This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State.

Section 20.06 Interpretation and Construction. This Lease shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any captions or headings used in this Lease are for convenience only and do not define or limit the scope of this Lease. The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. Whenever the singular or plural number, or masculine or feminine gender is used in this Lease, it shall equally apply to, extend to, and include the other.

Section 20.07 Severability. In the event any provision, or any portion of any provision of this Lease is held invalid, the other provisions of this Lease and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Section 20.08 Time Is of the Essence. All time limits stated in this Lease are of the essence of this Lease.

Section 20.09 No Agency. Nothing in this Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the parties. The parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Lease shall be construed to make either party liable for any of the indebtedness of the

other, except as specifically provided in this Lease.

Section 20.10 Entire Agreement. The making, execution, and delivery of this Lease by Tenant has not been induced by any representations, statements, covenants, or warranties by Landlord except for those contained in this Lease. This Lease constitutes the full, complete, and entire agreement between and among the parties hereto; no agent, employee, officer, representative, or attorney of the parties hereto has authority to make, or has made, any statement, agreement, representation, or contemporaneous agreement, oral or written, in connection herewith modifying, adding to, or changing the provisions of this Lease. No amendment of this Lease shall be binding unless such amendment shall be in writing, signed by both parties hereto and attached to, incorporated in and by reference made a part of this Lease.

Section 20.11 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed in duplicate counterparts each of which shall be deemed to be an original, the day and year first above written.

LANDLORD:

COUNTY OF DARE

By: _____
Name:
Title:

TENANT:
TOWN OF MANTEO

By: _____
Name:
Title:

November 22, 2019

James Ayers
Town Manager
Town of Manteo
PO Box 246
Manteo, NC 27954

Dear James:

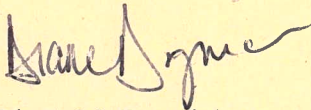
The Dare County Tourism Board has carefully reviewed your Tourism Impact Grant application for the 2019/2020 funding cycle.

At their November 21, 2019 meeting, the Board selected the Town's Town Common, Phase I to be funded under this program. The Board has awarded a grant in the amount of \$221,885. This is a shared funding grant so the Board requires at least a 50% match on the total project cost.

The projects approved by the Tourism Board are to be submitted to the Dare County Board of Commissioners in December for consent. Subject to their concurrence, a contract will be forthcoming early next year. The project may begin when you are ready.

On behalf of the Dare County Tourism Board, I thank you for your participation in this program and the willingness to make Dare County a better place for locals and visitors. Please contact me if you have any further questions.

Best regards,



Diane M. Bognich
Grants Administrator

Planning and Zoning Board

Name	Address		Phone Number	Date of Appointment	Term Expiration
Bill Parker	PO Box 1891	Manteo, NC 27954	473-5518 (home) 473-5511 (work) 473-3282 (fax) 305-6679 northrupni64@gmail.com	appt. 1996	Jan. 2020
Nicole Northrup	705 West St.	Manteo, NC 27954	northrupni64@gmail.com	fill unexpired term Grizelle Fearing	Jan. 2020
Fields Scarborough	P.O. Box 1691	Manteo, NC 27954	473-0944	appt. 2017 reapp. 3-19	Jan. 2021
Hal Goodman	P.O. Box 665	Manteo, NC 27954	473-4193	appt. 2017 reapp 3-19	Jan. 2021
Lee Tugwell	605 Croatan Ave	Manteo, NC 27954	305-1516	appt Feb. 2018	Jan. 2020 RESIGNED
Meets the second Tuesday of every month at 6PM					
Article IX Section 9.02 composition and terms of Planning and Zoning Board					
The Planning and Zoning Board shall consist of 5 members. The Chairman being a member and appointed by the Board of Commissioners. Planning Board members shall be residents of the Town of Manteo and shall serve 2 year terms. Terms will be staggered with half of the members being appointed or re-appointed each year in January.					
NOTE: Because two terms expired in Jan. 2013 and no one was appointed for the two year term to expire on Jan. 2015 two seats were for one year to keep the staggering correct. This was done Jan. 2014					

Board of Adjustment					
Name	Address	Phone Number	Date of Appt.	Term Exp.	
Tony Sadler	P.O. Box 1923	sadlerip@yahoo.com 473-0117 cell	reappJan14 reapp 2017	Jan. 2020	
Michael McOwen	P.O. Box 2057	473-5548 (h) 202-5548 c michael@oneboatguides.com	reapp 5-1-19	Jan. 2022	
Stuart Wescott	P.O. Box 816	473-3604 obcruises@emarqmail.com	reapp 5-1-19	Jan. 2022	
Nicole Northrup	705 West St.	northrupni64@gmail.com 473-3151 (h) 305-1934 ©	appt. 5-1-19	Jan. 2022	appointed to Planning Board
Clarence Lewis ALTERNATES	514 Sir Walter Raleigh	clarence.lewis63@yahoo.com clarenceelewis63@gmail.com	appt. 5-1-19	Jan. 2022	
Jackie Meyers	P.O. Box 2740	jcm113obx@gmail.com	appt. 5-1-19	Jan. 2022	252-202-3022
Donald Backman	809 Lindsey Lane	vbsurly@gmail.com	appt. 5-1-19	Jan. 2022	757-647-4587
BOA established by Zoning Ordinance Section 11.01					
Meets on an as need basis					
There will be 5 regular members and 2 alternates who shall be citizens of the Town of Manteo appointed by the Mayor and approved by the Board of Commissioners and will serve a 3 year term					
Term 3 years					
meets on an as need basis					
**2 regular members and 2 alternate terms expired in 2013 and no one was appointed; to keep the staggering correct those appointed in Jan. 2014 will only serve a two year term to go back to 3year term when terms expire in 2016					

Cemetery Committee						
Name	Address	Phone Number	Email	Appt.	Term Exp.	
Lynda Midgett	P.O. Box 723	252-473-7023 (cell)	daredaylynda@charter.net	reapp 2-2018	Jan. 2021	
Jamie Daniels	301 Devon St.	473-5013 (home) 473-6888 (work) 473-5263(fax) 216-5518(cell)	Manteojamiedaniels@gmail.co	appt. 2019	Jan. 2022	
Amy Etheridge Crawford	P.O. Box 72	252-305-1791 (cell)	amye@darenc.com	reapp 2-18	Jan. 2021	
Comm. Christine Walker	P.O. Box 335	423-1112 cell	manteonative@yahoo.com			
Rodney Benson	309 Agona St.	336-906-0593	bensonrodney769@gmail.com	app. 2-18	Jan. 2020	
David Twiford	P.O. Box 595	473-2449 473-3362 (fax)	david.twiford.jr@twifordfh.com		Ex-officio	
Meets third Thursday every 3 months at 9am						
The Board shall be composed of not less than 3 nor more than 5 members						
Members will be appointed by the Board of Commissioners and any vacancy the Board of						
Commissioners shall appoint a successor to fill the un-expired term.						
3 Members will be appointed for a term of 3 years 2 members for 2 years						
Commissioner Christine Walker appt. liasion 10-1-08reappointed 12-2-09						