



EOC/PSB Site Selection Committee Agenda

Town of Swansboro

Monday, March 25, 2024

I. Call to Order

II. Adoption of Minutes

- a. March 4, 2024, Regular Meeting
- b. March 18, 2024, Regular Meeting

III. Business

a. **Draft Land Solicitation Packet and Newspaper Ad** **Presenter: Alissa Fender – Town Clerk**

The draft Land Solicitation Packet and a corresponding newspaper ad to aid in the search for available land suitable for the EOC Public Safety Building will be reviewed for final submission to the Board of Commissioners.

Recommended Action: Review and provide further direction to staff.

b. **Draft Option to Purchase Agreement Review** **Presenter: Alissa Fender – Town Clerk**

Town Attorney, Francis Rasberry, provided two *Options to Purchase Agreement* drafts for the committee to consider/review.

Recommended Action: Review and provide further direction to staff.

IV. Public Comment

V. Chair/Committee/Staff Comments

VI. Adjournment

Town of Swansboro
EOC/PSB Site Selection Committee
March 4, 2024, Regular Meeting Minutes

In attendance: Board members - Keith Walsh, Commissioner Doug Eckendorf, and Junior Freeman. Melissa Anderson and Roy Herrick were absent. Staff in attendance were: Interim Town Manager Jon Barlow, Fire Chief Jacob Randal, and Town Clerk Alissa Fender.

Call to Order

The meeting was called to order at 5:02 pm. The special meeting was called for the purpose of adoption of Regular Meeting Schedule, review records of actions taken by prior EOC Committee, and consider parameters for drafting a Land Solicitation Packet.

Adoption of Minutes

On a motion by Mr. Freeman, seconded by Commissioner Eckendorf, the February 19, 2024, Special Meeting minutes were adopted unanimously.

Business

Draft Land Solicitation Packet and Newspaper Ad

At the committees February 28, 2024, special meeting, parameters were discussed and established for creating a Land Solicitation Packet. A draft packet was reviewed and recommended changes were provided by the committee.

Mr. Walsh shared that he had contacted the Town Attorney, Fracis Rasberry, for an Offer to Purchase agreement to be included with the solicitation packet. He shared that Mr. Rasberry had indicated that some sort of expiration date should be established for the agreement. Mr. Walsh offered to option for the committee to consider:

- Expires the sooner of 30 days after selection
or
- Expires on a set/exact date

The committee directed staff to revise the draft based on recommendations provided, and share with the Town Attorney for his review/approval, and then based on that feedback, a second draft would be reviewed for final edits at its March 18, 2024 regular meeting. Further details/edits for the Offer to Purchase would also be further discussed.

The draft newspaper ad and details provided were also reviewed. The cost estimate of running a legal ad was obtained and would be \$20.16 each time is was run. The committee wanted further details on placing color ad in the newspaper in a location in the first several pages instead.

Adjournment

On a motion by Commissioner Eckendorf, seconded by Mr. Freeman, the meeting adjourned at 6:18 pm with unanimous approval.

Town of Swansboro
EOC/PSB Site Selection Committee
March 18, 2024, Regular Meeting Minutes

In attendance: Board members - Keith Walsh, Commissioner Doug Eckendorf, Roy Herrick, and Junior Freeman. Melissa Anderson was absent. Staff in attendance were: Finance Director Sonia Johnson, Fire Chief Jacob Randal, and Town Clerk Alissa Fender.

Call to Order

The meeting was called to order at 5:00 pm. The special meeting was called for the purpose of adoption of Regular Meeting Schedule, review records of actions taken by prior EOC Committee, and consider parameters for drafting a Land Solicitation Packet.

Adoption of Minutes

On a motion by Mr. Freeman, seconded by Mr. Herrick, the February 28, 2024, Special Meeting minutes were adopted unanimously.

Business

Draft Land Solicitation Packet, Option to Purchase Agreement and Newspaper Ad

At the committee's February 28, 2024, special meeting, parameters were discussed and established for creating a Land Solicitation Packet. A draft packet was created and reviewed by the committee at its March 4, 2024, meeting. Based on several edits that were requested, and feedback from the attorney, a second draft of the packet was reviewed.

The Town Attorney provided two Options to Purchase drafts for consideration/review by the committee.

At the committee's March 4, 2024, regular meeting, a draft Land Solicitation Packet Newspaper Ad was reviewed. The committee requested that details be obtained related to the publication of a color ad vs. a legal ad. A representative with Tideland News created an ad for consideration, which was 5 inches wide x 3 1/2 inches tall that would include the Town Seal in color or black and white. The cost provided for black/white was \$65.10 and color was \$115.10 each time it ran.

Committee members discussed and agreed with the Attorney's suggested changes to the solicitation packet. Several additional edits were also made. The committee decided that the *Option to Purchase* document should not be included in the packet and that further discussion on that document would be provided at future meetings. All members agreed that once the discussed changes were incorporated the packet would be suitable for submission to the Board of Commissioners for approval, but the committee desired to review the packet once last time at their March 25, 2024, meeting. If any other changes were desired, Chair Keith Walsh would share that with the Commissioners when he presented.

Property Acquisition Opportunity/4178 Freedom Way

Chair Keith Walsh shared that Fire Chief Randal had contacted him regarding a property that was found available for purchase recently that could be a potential possibility. Chief Randal shared that the property's location was not too far outside of town limits and was

right on the boarder and located in the ETJ. Additionally, turning the existing fire station into a substation could be a future consideration if the department moves to another location.

The realtor for the property, Cynthia Lacorte, was present and given an opportunity to address the committee about the property. She shared that the area did not have many options for the size of land desired for the EOC/PSB, this parcel would provide and ability for the EOC/PSB to expand as needed due to growth in the future. Additionally, she shared that the approach being taken by the committee isn't one she would recommend and shared that there were advantages to working with realtors.

Chair Keith Walsh shared that he felt the property was priced too high and the location was not a desirable location due to it being 1 parcel away from an intersection and that traffic would be major problem especially when it was stopped at the light. Furthermore, he shared with Mrs. Lacorte that the committee intends to provide the draft solicitation packet to realtors and was counting on them to get the word out.

During discussion of location, it was determined that the paraments for the area map in the solicitation packet would be expanded slightly west to Tulip Lane on Highway 24.

Public Comment

Cynthia Lacorte shared that she was willing to assist the committee in any way that she could.

Mayor Pro Tem Justice shared his appreciation for all the work the committee had done, and he thought that a Substation for the Fire Department could be a good idea, since the Town really has only one way to grow which was to the west.

Adjournment

On a motion by Commissioner Eckendorf, seconded by Mr. Freeman, the meeting adjourned at 6:49 pm with unanimous approval.



EOC/PSB Site Selection Committtee Meeting Agenda Item Submittal

Item To Be Considered: **Draft Land Solicitation Packet and Newspaper Ad**

Board Meeting Date: **March 25, 2024**

Prepared By: **Alissa Fender – Town Clerk**

Overview: The draft Land Solicitation Packet and a corresponding newspaper ad to aid in the search for available land suitable for the EOC Public Safety Building will be reviewed for final submission to the Board of Commissioners.

Background: At the committees February 28, 2024, special meeting, parameters were established for creating a Land Solicitation Packet. A draft packet was created and reviewed by the committee at its March 4, and March 18, 2024, meetings. Based on committee recommendations, and feedback from the attorney, a final draft of the packet has been provided for review and approval by the Board of Commissioners. A tentative deadline of May 15, 2024, has been established. The committee requested to hold one last review prior to the Board of Commissioners review.

The corresponding newspaper ad below can be placed in the Tideland News and ran weekly starting on April 3rd and going through May 8th (6 weeks). The size would be 5 inches wide x 3 1/2 inches tall and would be \$115.10 each time it runs for a total of \$690.60.

LAND WANTED FOR EMERGENCY OPERATIONS CENTER/PUBLIC SAFETY BUILDING



The Town of Swansboro is actively seeking to acquire land to develop a state-of-the-art Emergency Operations Center (EOC) / Public Safety Building for the vital purpose of enhancing our community's safety and emergency response capabilities. We invite landowners interested in selling their property to consider completing the town's Land Solicitation Package that is available at Town Hall or online at www.swansboro-nc.org. The minimum requirements are at least 3 acres of land preferably within or near the Town of Swansboro. Deadline for Submission: All proposals must be submitted by [Insert Deadline Date Here], 2024. Further details and/or inquiries can be made by calling Swansboro Town Hall at (910)326-4428.

Background Attachment(s): Land Solicitation Packet

Recommended Action: Review and provide further direction to staff.

Action: _____

The Town of Swansboro
Emergency Operations Center/Public Safety Building
Property Acquisition Solicitation

Purpose

The Town of Swansboro, hereafter “the Town,” wishes to acquire property to construct its new Emergency Operations Center (EOC)/Public Safety Building (PSB), hereafter “the EOC/PSB.”

Property Parameters

The property should be a minimum of three (3) acres in size and within the following defined boundaries. A map outlining the specified area has been included in the supplemental information package (see page 3).

- **WEST** of the Carteret County Line – Characterized by the White Oak River
- **EAST** of Tulip Lane located off Highway 24/Freedom Way
- **SOUTH** of Swansboro Loop Rd
- **NORTH** of the Atlantic Intercoastal Waterway – Characterized by Queens Creek

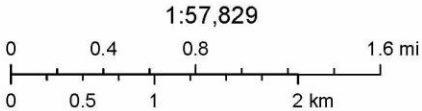
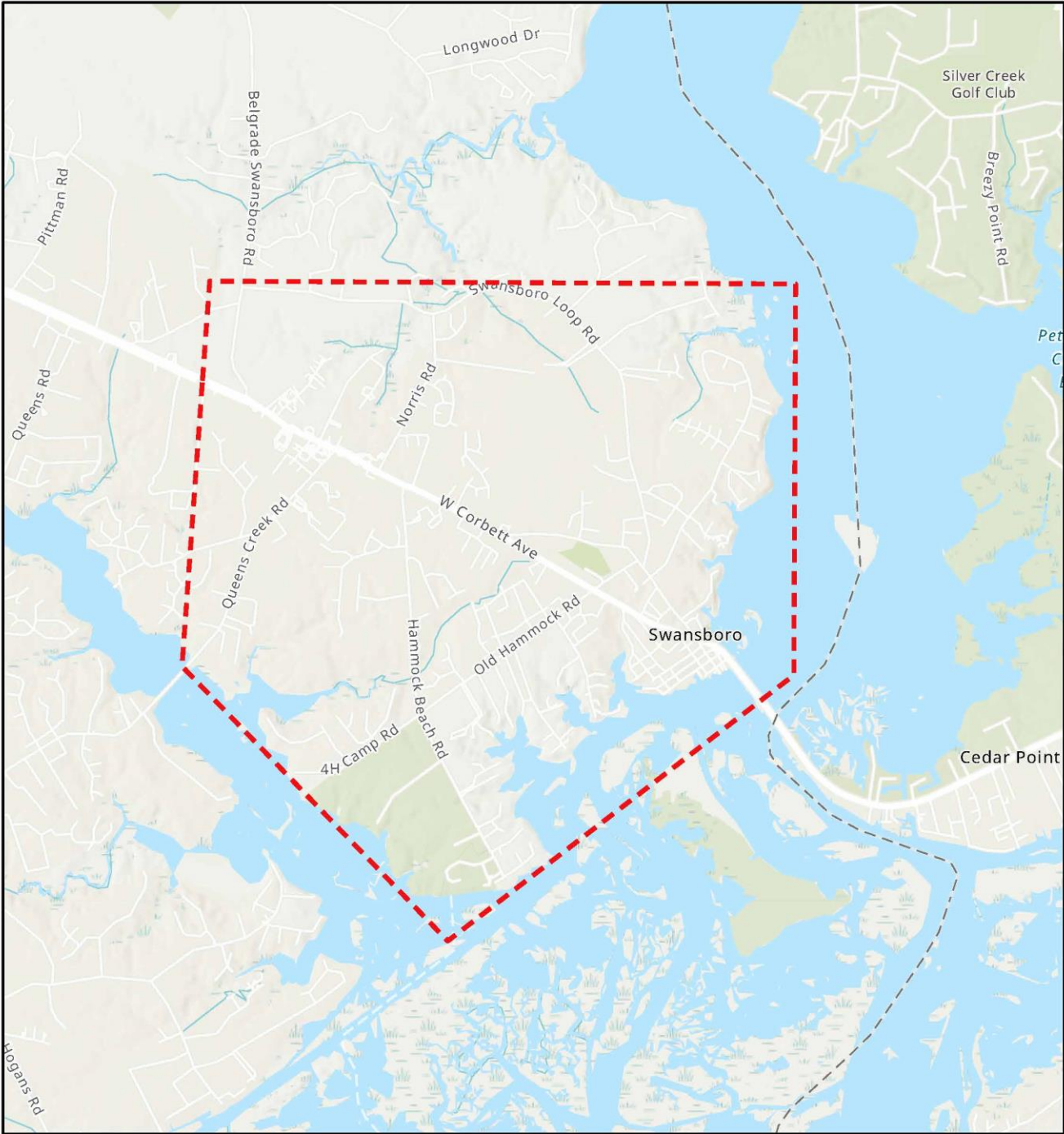
If you wish to offer your property to the Town for purchase, please complete the enclosed solicitation information package. Please submit the completed package in a sealed envelope and return in person or by mail to:

Town of Swansboro
Attn: Town Manager – EOC/PSB
601 W. Corbett Avenue
Swansboro, NC 28584

Should you have any questions or require further information, please contact Alissa Fender, Town Clerk at (910)326-4428 or afender@ci.swansboro.nc.us.

Swansboro EOC/PSB Property Boundaries

Item III - a.



Esri, NASA, NGA, USGS, FEMA, State of North Carolina DOT, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

Solicitation Information Package

Property owner(s): _____

Physical property address(s): _____

Parcel(s) ID number(s): _____

Brief property description: _____

Asking price for the property: \$ _____

Point of Contact

Name: _____

Address: _____

City State and Zip: _____

Phone #(s): _____

1. Do you have a copy of the Deed?

Yes – (Attach Copy)

No

2. Any known title/property/easement issues?

No

Yes – (Attach Supporting Documentation)

Deadline for submission: **Wednesday, May 15, 2024**

Page 4 of 5

3. Is the property currently listed?

- No
- Yes (By Realtor – List Below)

4. Number of total acres offered: _____

Is the property offered a portion of, that is, less than, the entire parcel?

- No, Full Parcel
- Yes – _____ Acres of the Total Above Acreage

5. Any other adjacent acreage owned by you available for potential/future acquisition?

- No
- Yes – Acreage: _____

6. Does the property include any Wetlands?

- Yes
- No
- Unknown

7. Is a recent survey available?

- No
- Yes (Please provide copies)

8. Has any engineered testing or an Environmental Site Assessment been completed on the property?

- No
- Yes (Please provide copies)

9. Please list any known previous uses: _____



EOC/PSB Site Selection Committee Meeting Agenda Item Submittal

Item To Be Considered: **Draft Option to Purchase Agreement Review**

Board Meeting Date: **March 25, 2024**

Prepared By: **Alissa Fender – Town Clerk**

Overview: Town Attorney, Francis Rasberry, provided two *Options to Purchase Agreement* drafts for the committee to consider/review.

At its March 18, 2024, regular meeting, the committee decided that the *Option to Purchase Agreement* document would not to be part of the site solicitation packet and that reviews would be conducted at future meetings in preparation for use when a property was identified for consideration based on submission received.

Background Attachment(s):

1. Option to Purchase Agreement - Option 1
2. Option to Purchase Agreement - Option 2

Recommended Action: Review and provide further direction to staff.

Action: _____

NORTH CAROLINA

ONslow COUNTY

OPTION AGREEMENT TO SELL AND PURCHASE REAL PROPERTY

This Option Agreement to Purchase Real Property (“Option”) is made this the _____ day of _____, 2024, by and between _____, having the mailing address of _____, hereinafter referred to as the “Optionor” and the Town of Swansboro, a N.C. municipal corporation, hereinafter referred to as the “Town”.

BACKGROUND AND RECITALS

The Town seeks to acquire real property as the prospective site (“EOC site”) for an Emergency Operations and Public Safety facility (“EOC Facility”), to serve citizens of the Town and surrounding areas. The Optionor is the owner of real property (the “Property”) which may prove suitable as an EOC site. The Optionor is willing to grant the Town an option to purchase the property, according to terms set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the background statement and recitals, one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Optionor and the Town agree as follows:

I.

GRANT OF OPTION: The Optionor does hereby grant unto the Town the exclusive and irrevocable option to purchase, **for the cash sum of** _____, that lot or parcel of real property located in Onslow County, including improvements, if any, described as follows:

II.

OPTION TERM. This Option to Purchase shall commence upon execution by the Parties, and shall terminate **upon the earlier occurring of:**

1. Midnight on the ___ day of _____, 202_;
2. The giving of Notice to the Optionor by the Town that it has selected another property as the intended site for its EOC facility.

IV.

EXERCISE OF OPTION. This Option to purchase may be exercised by the Town at any time during the Option Term by mailing a Notice of Exercise of Option to the Optionor at the address set forth in paragraph one hereof. Such notice will be deemed delivered to the Optionor upon deposit in the U.S. Mail Certified, Return Receipt Requested, addressed to the Optionor at the above referenced address.

V.

PURCHASE AND SALES CONTRACT; OTHER CONDITIONS OF SALE. Within fifteen (15) days after the Town has exercised this Option as hereinabove provided, the Town shall execute and deliver to the Optionor for its execution, a contract for the sale and purchase of the Property (the "Sales Contract"). The Sales Contract shall be executed by the Optionor within fifteen (15) days from its delivery to the Optionor. The Sales Contract shall provide for closing within one hundred twenty (120) days from its execution. Terms and conditions of the Sales Contract shall generally conform to customary terms of commercial real estate sales agreements, as contained in the N.C. State Bar/N.C. Board of Realtor's Form #4, a copy of which is attached hereto as Exhibit 1.

VI.

RIGHT OF ENTRY FOR SITE INVESTIGATIONS: During the term of this Option or any extension hereof, the Town shall be entitled to enter upon the Property, at reasonable times and with reasonable prior notice to the Optionor, for the purpose of conducting soil tests, environmental and engineering studies, surveys, and other customary investigations of the Property. Such investigations will be preliminary to, and will not preclude, further site investigations pursuant to terms of a Sales Contract.

VII.

BINDING EFFECT; DEFAULT. This Option Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors, and assigns.

VIII.

ENFORCEMENT. This Option Agreement shall be enforceable by the respective Parties by all remedies available at law or equity, including an action for specific performance.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the _____ day of _____, 20_____.

OPTIONOR, _____(SEAL)

BY: _____

THE TOWN OF SWANSBORO

BY: _____(SEAL)

NORTH CAROLINA

ON SLOW COUNTY

OPTION AGREEMENT TO SELL AND PURCHASE REAL PROPERTY

This Option Agreement to Purchase Real Property (“Option”) is made this the _____ day of _____, 2024, by and between _____, having the mailing address of _____, hereinafter referred to as the “Optionor” and the Town of Swansboro, a N.C. municipal corporation, hereinafter referred to as the “Town”.

BACKGROUND AND RECITALS

The Town seeks to acquire real property as the prospective site (“PSB-EOC site”) for an Emergency Operations and Public Safety facility (“PSB-EOC Facility”), to serve citizens of the Town and surrounding areas. The Optionor is the owner of real property (the “Property”) which may prove suitable as a PSB-EOC site. The Optionor is willing to grant the Town an option to purchase the property, according to terms set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the background statement and recitals, one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Optionor and the Town agree as follows:

I.

GRANT OF OPTION: The Optionor does hereby grant unto the Town the exclusive and irrevocable option to purchase, **for the cash sum of** _____, that lot or parcel of real property located in Onslow County, including improvements, if any, described as follows:

II.

OPTION TERM. This Option to Purchase shall commence upon execution by the Parties, and shall terminate **upon the earlier occurring of:**

1. Midnight on the ___ day of _____, 202_;; or
2. The giving of Notice to the Optionor by the Town that is has selected another property as the intended site for its PSB-EOC facility.

IV.

EXERCISE OF OPTION. This Option to purchase may be exercised by the Town at any time during the Option Term by mailing a Notice of Exercise of Option to the Optionor at the address set forth in paragraph one hereof. Such notice will be deemed delivered to the Optionor upon deposit in the U.S. Mail Certified, Return Receipt Requested, addressed to the Optionor at the above referenced address.

V.

PURCHASE AND SALES CONTRACT; OTHER CONDITIONS OF SALE. Within fifteen (15) days after the Town has exercised this Option as hereinabove provided, the Town shall execute and deliver to the Optionor for its execution, a contract for the sale and purchase of the Property (the "Sales Contract"). The Sales Contract shall be executed by the Optionor within fifteen (15) days from its delivery to the Optionor. The Sales Contract shall provide for closing within one hundred twenty (120) days from its execution.

Terms and conditions of the Sales Contract shall generally conform to typical terms of commercial real estate sales agreements, as contained in the N.C. State Bar/N.C. Board of Realtor's Form #2, a copy of which is attached hereto as Exhibit 1.

(Alternative last sentence): Terms and conditions of the Sales Contract shall generally conform to customary real estate practices, including the following:

- Transfer of good, marketable title by NC General Warranty Deed
- Title to be free of encumbrances except for those acceptable to the Town
- Rents and taxes, if any, to be pro-rated to date of closing
- Excise taxes are payable by the seller
- Costs of closing to be paid by the Town
- Other customary standards for closing of commercial real estate sales

VI.

RIGHT OF ENTRY FOR SITE INVESTIGATIONS: During the term of this Option or any extension hereof, the Town shall be entitled to enter upon the Property, at reasonable times and with reasonable prior notice to the Optionor, for the purpose of conducting soil tests, environmental and engineering studies, surveys, and other customary investigations of the Property. Such investigations will be preliminary to, and will not preclude, further site investigations pursuant to terms of a Sales Contract.

VII.

BINDING EFFECT; DEFAULT. This Option Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors, and assigns.

VIII.

ENFORCEMENT. This Option Agreement shall be enforceable by the respective Parties by all remedies available at law or equity, including an action for specific performance.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the _____ day of _____, 20_____.

OPTIONOR, _____(SEAL)

BY: _____

THE TOWN OF SWANSBORO

BY: _____(SEAL)