



# EOC/PSB Site Selection Committee Agenda

**Town of Swansboro**

Monday, March 18, 2024

## I. Call to Order

## II. Adoption of Minutes

### a. February 28, 2024, Special Meeting

## III. Business

### a. Draft Land Solicitation Packet

***Presenter: Alissa Fender – Town Clerk***

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 has been provided for further review.

*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 drafts for the committee to consider/review.

*Recommended Action: Review and provide further direction to staff.*

### c. Draft Land Solicitation Packet Newspaper Ad

***Presenter: Alissa Fender – Town Clerk***

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.

*Recommended Action: Review and provide further direction to staff.*

### d. Property Acquisition Opportunity/4178 Freedom Way

***Presenter: Keith Walsh –Chair***

Recommended action: Review and provide feedback on property that is currently available for purchase.

## IV. Public Comment

## V. Chair/Board/Staff Comments

## VI. Adjournment

**Town of Swansboro**  
**EOC/PSB Site Selection Committee**  
**February 28, 2024, Special Meeting Minutes**

Item II - a.

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

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### **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.

### **New Business**

#### *Adoption of Regular Meeting Schedule*

Town Clerk Feder reviewed that pursuant to NCGS 143-318.12 a public body may establish a schedule of regular meetings, showing the time and place and a copy of the schedule shall be filed with the Town Clerk. A regular meeting schedule for the next 3 months for meetings to be held every Monday at 5 pm was provided for consideration. There were 2 dates in which there were schedule conflicts – March 11 and May 6.

On a motion by Ms. Anderson, seconded by Mr. Freeman, the proposed meeting schedule was adopted unanimously.

#### *Review records of actions taken by prior EOC Committee*

Fire Chief Randall shared with the committee a Public Safety Building Property Exploration Working Group Report that was drafted for the prior EOC Committee. The report provided details related to the Fire Departments coverage area/district, call volume details for 2019-2022 that included a map of incidents per square mile in the district, in the Swansboro only area, and the White Oak River area only.

In response to inquires from the board Fire Chief Randall clarified the following:

- Response time to the Shadow Creek Subdivision from the current location was 4.5 minutes.
- The maps provided are included in the Fire Departments Strategic Plan.

#### *Consider parameters for drafting a Land Solicitation Packet*

Committee members discussed the paraments that were desired for a Land Solicitation Packet. The following paraments for the packet were identified.

- Map of the area the property should be located in
- 3 acres minimum, with option to purchase more
- Description of property to include address, parcel ID & ownership details
- Survey if available

- Disclose the following:
  - o Listed with a realtor
  - o If property has title or easement issues
  - o If any engineer or testing had been completed for the property
  - o Any environmental concerns
  - o Previously known uses
- Amount willing to sell for
- Assignable Offer to Purchase with an expiration date (to be drafted by Town Attorney)

Mr. Walsh provided a purpose statement for inclusion in packet creation. A draft packet based on the paraments listed above along with a draft ad for publication in the newspaper would be review at the next meeting.

### **Adjournment**

On a motion by Mr. Freeman seconded by Commissioner Eckendorf the meeting adjourned at 6:30 pm with unanimous approval.



# EOC/PSB Site Selection Commimtte Meeting

## Agenda Item Submittal

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Item To Be Considered: **Draft Land Solicitation Packet**

Board Meeting Date: **March 18, 2024**

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

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**Overview:** At the committees 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 it’s March 4, 2024 meeting. Based on several edits that were requested, and feedback from the attorney, a second draft of the packet has been provided for further review.

**Background Attachment(s):** Draft Land Solicitation Packet Draft # 2

**Recommended Action:** Review and provide further direction to staff.

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**Action:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## **Purpose**

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

## **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 5).

- **WEST** of the Carteret County Line – Characterized by the  
White Oak River
- **EAST** of Swansboro-Belgrade Road
- **SOUTH** of Swansboro Loop Rd
- **NORTH** of the Atlantic Intercoastal Waterway – Characterized  
by Queens Creek

If you wish to offer your property ***FOR PURCHASE*** to the Town, please complete the enclosed solicitation information package, including the Option to Purchase Agreement.

**Solicitation Information Package**

Physical property address(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Parcel(s) ID number(s): \_\_\_\_\_

Property owner(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Brief property description:

\_\_\_\_\_

\_\_\_\_\_

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)

3. Is the property currently listed?

☐ No

☐ Yes (By Realtor – List Below)

\_\_\_\_\_

4. Number of total acres offered: \_\_\_\_\_

~~5.~~ Is the property offered a portion of, that is, less than, the entire parcel? ~~or subdivision of the overall parcel?~~

☐ No, Full Parcel

☐ Yes – \_\_\_\_\_ Acres of the Total Above Acreage

~~6.5.~~ ~~Is~~ any other adjacent acreage owned by you available for potential/future acquisition?

☐ No

☐ Yes – Acreage \_\_\_\_\_

~~7.6.~~ Does the property include any Wetlands?

☐ Yes

☐ No

☐ Unknown

~~8.7.~~ Is a recent survey available?

☐ No

☐ Yes (Please provide copies)

~~9.8.~~ Has any engineered testing or an Environmental Site Assessment been completed on the property?

☐ No

☐ Yes (Please provide copies)

~~10.9.~~ Please list any known previous uses:

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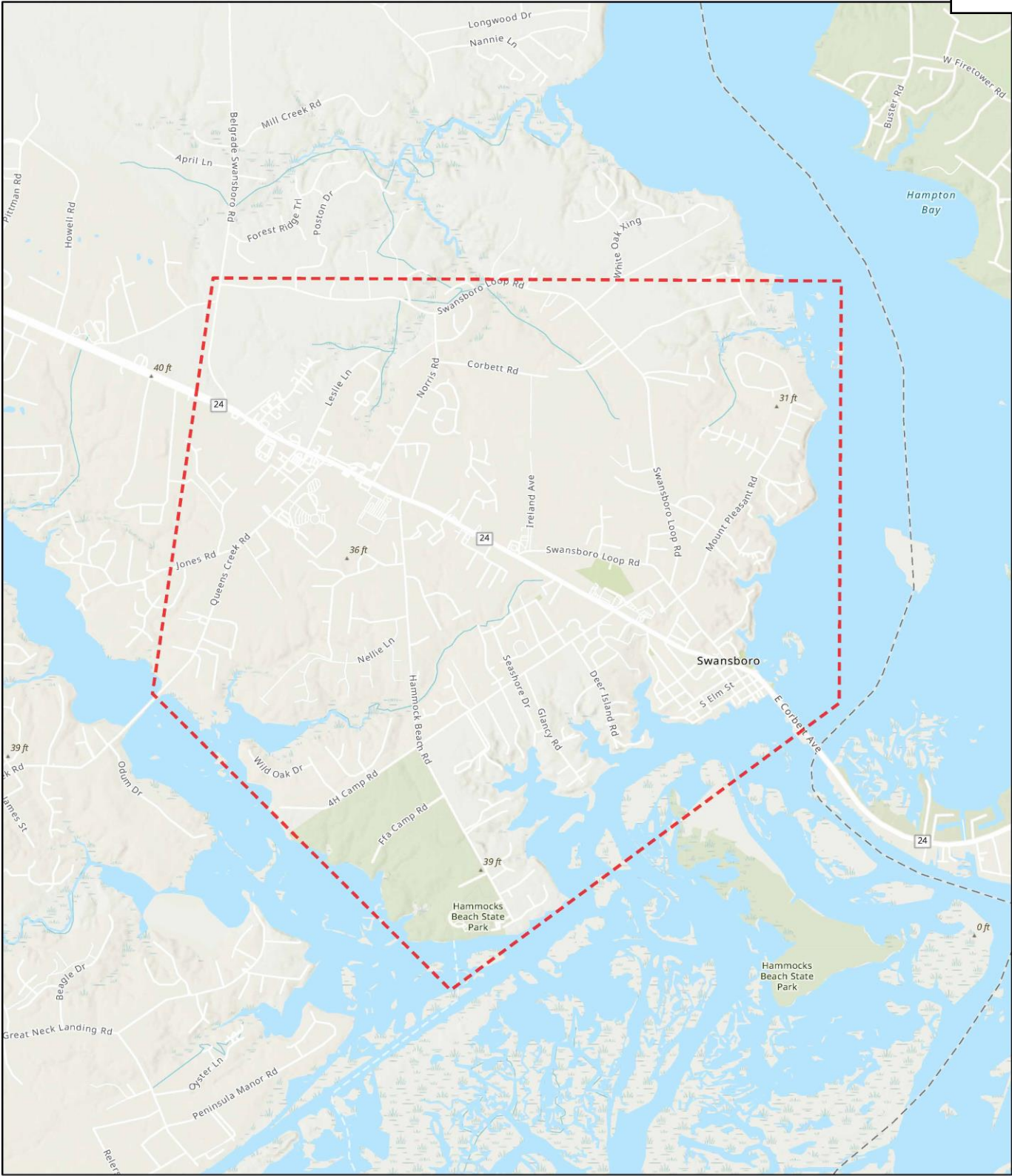
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Asking price for the property: \$ \_\_\_\_\_

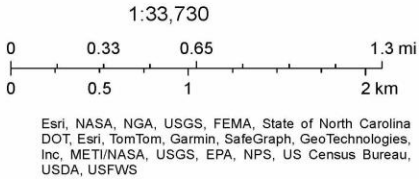


Swansboro PSB/EOC Property Boundaries

Item III - a.



2/29/2024



This page is intended for the Option to Purchase Agreement –  
Drafted by Town Attorney.



# EOC/PSB Site Selection Committee Meeting Agenda Item Submittal

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

Board Meeting Date: **March 18, 2024**

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

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

**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.

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**Action:** \_\_\_\_\_

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**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\_; or
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****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 (“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:

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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.

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## 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)



# EOC/PSB Site Selection Commimtte Meeting

## Agenda Item Submittal

Item III - c.

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

Board Meeting Date: **March 18, 2024**

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

**Overview:** 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.

Representative with Tideland News created the below ad for consideration.

### 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](http://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.

Size and cost details are as follows:  
Size =5 inches wide x 3 1/2 inches tall.  
black / white =\$65.10 per time it runs.  
add color \$50 total =\$115.10 each time it runs.

**Recommended Action:** Review and provide further direction to staff.

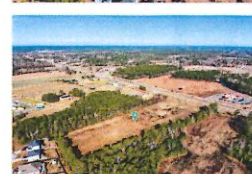
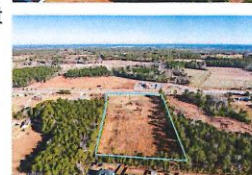
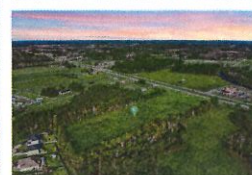
**Action:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4178 Freedom Way, Hubert, NC

\$2,000,000



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**Cynthia LaCorte****MLS#:** 100422762**Zoning:** B-1**Golf** No**Course:****Water** No**Front:****Status:** Active**Acreage:** 7.96**Property No****View:**

**Phone:** (910) 353-5100  
**Fax:** (910) 455-1032  
**Cell:** (910) 467-3847  
 CynthiaLaCorte@seacoastre

**COLDWELL  
BANKER****SEA COAST  
ADVANTAGE**

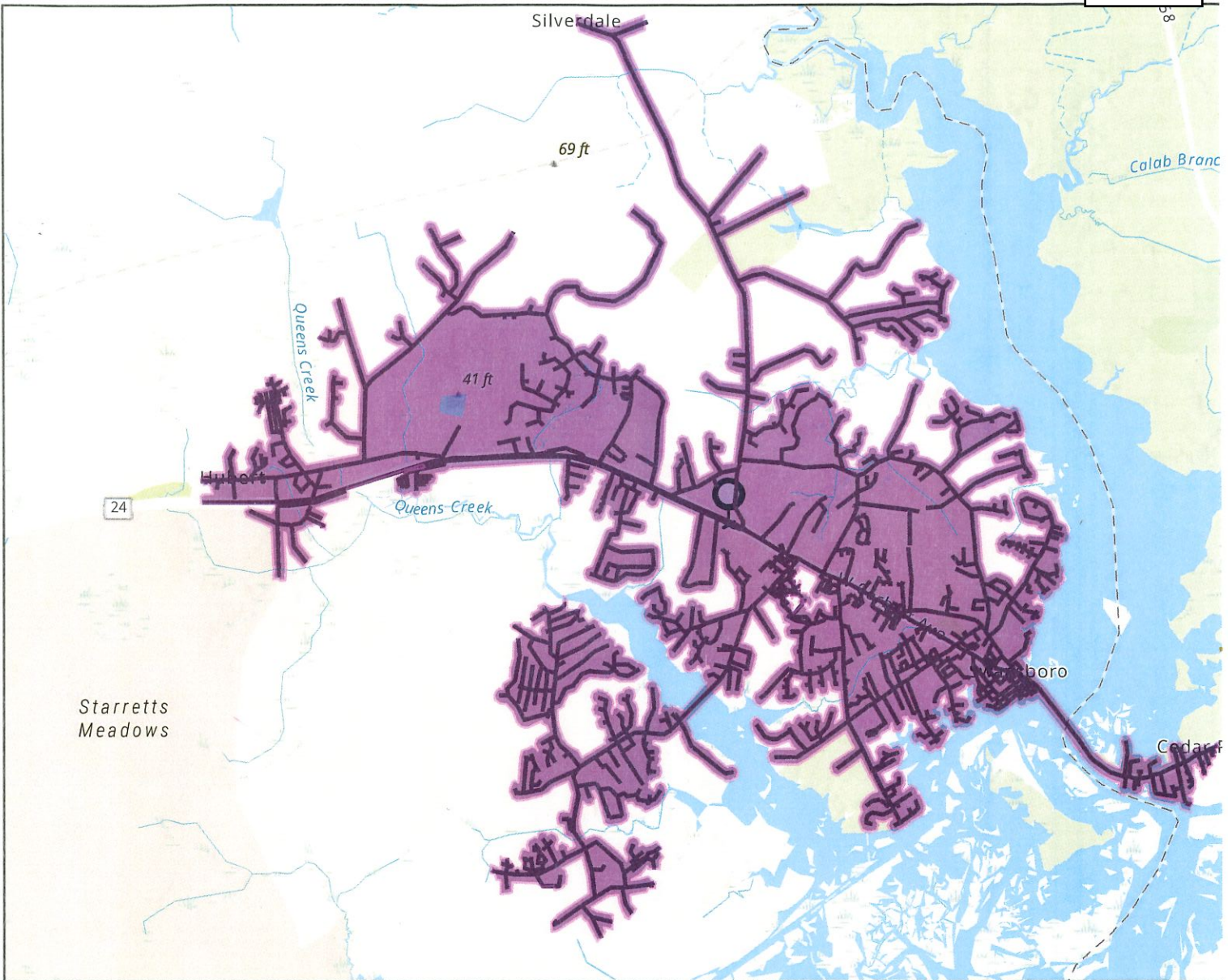
Beautiful parcel situated within the ETJ of the coastal and growing town of Swansboro. The parcel has approximately 435' of highway frontage and located just outside Swansboro's city limits. The parcel is approximately 3 miles to downtown Swansboro's waterfront and historic district which is a tourist hotspot, and within 10 miles of Emerald Isle and Camp Lejeune. According to ONWASA, property is sewer accessible. This is a rare find! Act today!

<http://4178freedomway.seacoastrealty.com>


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3/14/2024

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Esri, NASA, NGA, U:  
Garmin, SafeGraph,