



COUNTY OF DARE  
PO Box 1000. MANTEO. NC 27954

**DARE COUNTY BOARD OF COMMISSIONERS**

Dare County Administration Building  
954 Marshall C. Collins Dr., Manteo, NC

**Monday, April 03, 2023**

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

**AGENDA**

- 5:00 PM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Service Pins - April, 2023
- ITEM 3** Employee of the Month
- ITEM 4** Public Comments
- ITEM 5** Broadband - Update
- ITEM 6** Proclamation - "Week of the Young Child "
- ITEM 7** April Proclamation - Child Abuse Prevention Month
- ITEM 8** Dare County Tourism Board Request Consent Expenditure from Long Term Unappropriated Grant Fund Line Item 4585
- ITEM 9** Dare County Tourism Board Request Consent Expenditure from Short Term Restricted Fund Line Item 5160
- ITEM 10** The Villages at Old Wharf Road Cluster Home Development- Special Use Permit Application #3-2023
- ITEM 11** **Consent Agenda**
1. Approval of Minutes
  2. Tax Collector's Report
  3. DHHS - Social Services Adult Protective Services Essential Services Funding Budget Amendment
  4. Billing Services for Dare Water Department
  5. Zacchaeus Legal Services - Tax Collection
  6. Public Works - Bulk Fuel Purchases
  7. Budget Amendment for Virginia S. Tillett Community Center
  8. Advertise 2022 Tax Year Liens
  9. Health & Human Services-Public Health Div.Trillium Opioid Remediation Program Funding
- ITEM 12** **Board Appointments**
1. Aging Advisory Council for the Albemarle Commission
  2. Dare County Board of Adjustment
  3. Airport Authority
  4. Manns Harbor Community Center
  5. Veterans Advisory Council
  6. Upcoming Board Appointments
- ITEM 13** **Commissioners' Business & Manager's/Attorney's Business**

ADJOURN UNTIL: 9:00 A.M. ON MAY 1<sup>st</sup>, 2023



*Opening Remarks - Chairman's Update*

**Description**

Dare County Chairman Robert Woodard will make opening remarks.

**Board Action Requested**

Informational Presentation

**Item Presenter**

Chairman Robert Woodard, Sr.



*Service Pins - April, 2023*

**Description**

Service pins for the month of April will be presented

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager



*Employee of the Month*

**Description**

The Employee of the Month Certification will be presented.

**Board Action Requested**

None

**Item Presenter**

To Be Determined



*Public Comments*

**Description**

The Board of Commissioners encourages citizen participation and provides time on the agenda at every regularly scheduled meeting for Public Comments. This is an opportunity for anyone to speak directly to the entire Board of Commissioners for up to five minutes on any topic or item of concern.

Comments can be made at the Commissioners Meeting Room in Manteo (Administration Bldg., 954 Marshall Collins Drive, Manteo) or through an interactive video link at the Fessenden Center Annex (47013 Buxton Back Road, Buxton).

**Board Action Requested**

Hear Public Comments

**Item Presenter**

Robert Outten, County Manager



*Broadband - Update*

**Description**

Presentation by Eric Collins, of Charter Communications to provide information regarding the area's broadband, any proposed changes, available services, rates, and local customer service.

**Board Action Requested**

None - presentation

**Item Presenter**

Eric Collins, Director of Government Affairs  
Charter Communications



*Proclamation - "Week of the Young Child "*

**Description**

The Children & Youth Partnership for Dare County is a non-profit organization that connects children, youth and their families with resources to help them thrive. They ask the Board of Commissioners to adopt the proclamation supporting "Week of the Young Child". This is an annual celebration to promote the importance of early childhood education and to focus public attention on the needs of young children and their families.

**Board Action Requested**

Adopt Proclamation

**Item Presenter**

Sara Sampson, Executive Director  
Children & Youth Partnership for Dare County



**A PROCLAMATION WEEK OF THE YOUNG CHILD  
“CELEBRATING OUR YOUNGEST LEARNERS!”  
APRIL 1-7, 2023**

**WHEREAS**, Children and Youth Partnership for Dare County, in conjunction with the National Association for the Education of Young Children and the North Carolina Association for the Education of Young Children, is celebrating the Week of the Young Child, April 1-7, 2023; and

**WHEREAS**, working to promote and ensure high quality early learning opportunities for all children during the first years of life when the most rapid brain development occurs that lays the foundation for all future learning; and

**WHEREAS**, recognizing, appreciating and supporting early childhood educators, who make a difference in the lives of young children, leads to high quality early childhood experiences for Dare County’s youngest citizens; and

**WHEREAS**, connecting parents and families with resources and information enhances the healthy development of Dare County’s young children; and

**WHEREAS**, public policies and partnerships that support early learning for all young children are crucial to young children’s futures and to the prosperity of our local community and larger society.

**NOW, THEREFORE, THE DARE COUNTY BOARD OF COMMISSIONERS** do hereby proclaim April 1-7, 2023 as

**Week of the Young Child**

in Dare County, and encourage all our citizens to recognize the needs and support the healthy development of every young child in Dare County.

This the 3<sup>rd</sup> day of April, 2023.

SEAL

---

Robert Woodard, Sr., Chairman

Attest:

---

Cheryl C. Anby, Clerk to the Board





*April Proclamation - Child Abuse Prevention Month*

**Description**

The Children & Youth Partnership for Dare County in partnership with Dare County Health & Human Services asks that the Board of Commissioners adopt a proclamation recognizing April as "Child Abuse Prevention Month". The purpose of Child Abuse Prevention Month is to promote awareness about the dangers of child abuse and "Nurturing Positive Childhoods Together: Prevention in Partnership".

**Board Action Requested**

Adopt Proclamation

**Item Presenter**

Molly McGinnis, Children & Youth Partnership for Dare County  
Leigh Brinkley, Dare County Health & Human Services



**A PROCLAMATION  
CHILD ABUSE PREVENTION MONTH, APRIL 2023**

**WHEREAS**, children are vital to our state’s future success, prosperity and quality of life, as well as being our most vulnerable asset; and

**WHEREAS**, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

**WHEREAS**, child abuse and neglect are a community responsibility affecting both the current and future quality of life of a community; and

**WHEREAS**, communities that provide parents with the social support, knowledge of parenting and child development along with the resources they need to cope with stress and nurture their children ensure all children grow to their full potential; and

**WHEREAS**, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

**NOW, THEREFORE**, Dare County Board of Commissioners does hereby proclaim April as **Child Abuse Prevention Month** in Dare County and calls upon all citizens to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

This the 3<sup>rd</sup> day of April, 2023.

SEAL

---

Robert Woodard, Sr., Chairman

Attest:

---

Cheryl C. Anby, Clerk to the Board



*Dare County Tourism Board Request Consent  
Expenditure from Long Term Unappropriated Grant Fund Line Item 4585*

**Description**

Expenditure of \$75,000.00 to Roanoke Island Historical Association grant to purchase a sound array for The Lost Colony production.

**Board Action Requested**

Commissioners consent for expenditures totaling \$75,000.00 from line item 4585 for a Long Term Unappropriated Grant Award to Roanoke Island Historical Association.

**Item Presenter**

Lee Nettles, Executive Director  
Outer Banks Visitors Bureau



*Dare County Tourism Board Request Consent  
Expenditure from Short Term Restricted Fund Line Item 5160*

**Description**

Expenditure of \$55,000.00 for July 4th Fireworks Grant Awards:

Avon Property Owners Assoc: \$14,525.00

Town of Kill Devil Hills: \$12,200.00

Town of Manteo: \$14,525.00

Town of Nags Head: \$13,750.00

**Board Action Requested**

Commissioners consent for expenditures totaling \$55,000.00 from line item 5160 for July 4th Fireworks Grant Awards.

**Item Presenter**

Lee Nettles, Executive Director  
Outer Banks Visitors Bureau



*The Villages at Old Wharf Road Cluster Home Development- Special Use Permit Application #3-2023*

**Description**

Brad Alexander of Aria Construction & Development Inc. has submitted a special use permit application to construct a cluster home group development consisting of 60 single family dwellings on Parcel #025921000 on Old Wharf Road in Wanchese Village. A detailed staff report and site plan for the proposal is attached with this cover sheet.

PLEASE NOTE THAT DUE TO SIZE OF ATTACHMENTS - THE FOLLOWING ARE FOUND ON THE DARE WEBSITE DIRECTLY UNDER THE MAIN AGENDA PACKET AS "VILLAGES AT OLD WHARF- CLUSTER HOME DEVELOPMENT" (Site Plan Appendix B, House Plans, Renderings)

**Board Action Requested**

Motion to approve draft SUP and site plan--"I move that SUP #3-2023 and associated site plan for the proposed cluster home group development be approved."

**Item Presenter**

Noah H Gillam, Planning Director

March 27, 2023

MEMORANDUM

TO: DARE COUNTY PLANNING BOARD

FROM: Noah Gillam

RE: The Village at Old Wharf Road Cluster Home Group Development Special Use Permit

A special use permit application and a site plan for a cluster home development has been submitted by Brad Alexander of Aria Construction. The property is identified as parcel 025921000 in the Dare County Tax Records, and is located on Old Wharf Rd in Wanchese. The parcel is zoned Wanchese Village Residential (VR) and cluster homes are permitted as a special use. Mr. Alexander is currently under contract to purchase the property from the current owner James V Daughtry. As part of the special use permit application Mr. Alexander has provided a letter from Mr. Daughtry that gives him permission to apply for a special use permit on the parcel for the construction of a Cluster Home Group Development. It shall be noted that a special use permit shall run with the land and not be affected by a change in ownership of the property.

A cluster home development is defined in Section 22-2 of the Dare County Zoning Ordinance as a residential group development project consisting of more than one residential dwelling on one parcel of land whereby the dwellings are occupied on a long-term basis. Such developments are subject to review and approval according to the provisions of Section 22-31.1 of the Dare County Zoning Ordinance. Long-term occupancy is defined in the County Zoning ordinance as a residential dwelling that is occupied and used for residency and housekeeping purposes for a period of 31 days or more.

In June of 2018 at the request of the Outer Banks Chamber of Commerce the Dare County Board of Commissioner tasked the Dare County Planning staff and Planning Board to draft proposed amendments that would facilitate the development of residential structures for year-round housing thereby creating more housing opportunities in a

variety of structures. In following months the Planning Board and Planning staff developed a set of proposed amendments and conducted a public hearing on the proposed amendments. One of the proposed amendments was the cluster home development ordinance. The proposed amendments were forwarded to the Board of Commissioner in October 2018, and after a public hearing the Board of Commissioner voted to adopt the amendments. As a result cluster homes were added as special use in twenty four zoning districts in Dare County.

In April of 2019, six months after the adoption of the cluster home language into twenty-four zoning districts the Board of Commissioners instructed planning staff to draft language that would expand cluster homes into other zoning districts. The Planning Board in June of 2019 conducted a public hearing on the proposed amendments that would add cluster home developments as special uses in eight additional zoning districts. The Planning Board recommended approval of the amendments and the amendments were forwarded to the Board of Commissioners for review. On September 16, 2019 the Board of Commissioners held a public hearing on the proposed language, at the close of the hearing the Commissioners voted to approve the amendments expanding cluster homes as special use into eight additional zoning districts. As a result of the 2018/2019 amendments cluster home developments were added as special uses in ten of the Wanchese zoning districts.

The parcel for the proposed cluster home group development is 10.53 acres (458,715 SQ FT). Section 22-31.1 allows for lot coverage of 30% of the total lot area and any dwelling constructed as part of the cluster home development shall not exceed 1,200 square feet of heated/conditioned space. The applicant is proposing to construct 60 individual dwelling units on the 10.53 acre parcel. The dwellings will be divided between two and three bedrooms, twenty-four of the dwellings will be three bedrooms with 1,120 square feet of conditioned space, and thirty-six dwellings will be two bedrooms with 960 square feet of conditioned space. The proposed site plan shows the dwellings being separated by the 15 foot minimum requirement.

Section 22-31.1 requires that cluster home developments that cannot be properly serviced by emergency or service vehicles from an existing abutting road or street, shall be made accessible to such vehicles from a 30ft right-of-way with 20 feet of paved improvements. The applicant is proposing to install a centralized 22 foot wide paved main access road with 40 feet of right-of-way, with the individual units being accessed off of six 20 foot wide paved side streets with 30 feet of right-of-way terminating in cul-de-sacs as depicted on the site plan. The proposed improvements as shown on the site plan show a built upon area of 28.45% (130,490 SQ FT) of the allotted 30% (137,614 SQ FT) meeting the requirements of the ordinance.

The 10.5 acres parcel is currently vacant and vegetated with a mix of hardwoods and pine trees. The property was surveyed on December 6, 2022 by Seaboard Surveying. As part of the surveying process the applicant had a wetland delineation completed on the property by George Wood of Environmental Professionals. The delineation confirmed three pockets of wetlands totaling 4,032 square feet. It is the applicant

intention to fill these wetlands. Before ground disturbing activities occur, copies of the Army Corp of Engineers wetland fill permits shall be provided to the Dare County Planning Department. A condition has been added to the draft Special Use Permit to reflect this condition.

The area of disturbance for the proposed development will require the applicant to apply for erosion and sediment control permit and a stormwater management permit from the North Carolina Department of Environmental Quality. Dare County does not have a stormwater management ordinance and we rely on the States stormwater permit process. Mr. Alexander plans to manage stormwater runoff internal to the property through a series of basins and swales as depicted on the site plans grading and drainage plan. The State permits will be applied for once the applicant receives local approval, and copies of approvals shall be provided to the planning department before ground disturbing activities can occur. If after the States review a reduction to the proposed built upon area occurs those changes can be handled administratively. Section 22-65 of the Dare County Zoning Ordinance allows for minor modifications to approved Special Use Permits such as a reduction in lot coverage to be exempt from the full application and approval process and may be approved by the Planning Director in writing.

Wastewater for the proposed development will be handled by six onsite septic systems with ten units hooked to each system. Before issuance of building permits the applicant will have to apply for septic permits through Dare County Environmental Health. Copies of these permits shall be provided to the Planning Department as part of the building permit process.

Parking for cluster homes shall be provided at a rate of one parking space per bedroom of each cluster home, with 50% of the required parking being of an impervious surface of concrete or asphalt. The applicant is proposing to construct the dwellings on piling foundations with the required paved parking being underneath the dwellings. The remainder of the parking space will be constructed of gravel in front of the individual units. The total number of spaces required for the development is 144 spaces, and the site plan shows a total number of spaces equaling 204.

The Dare County Fire Marshal has reviewed the site plan and has provided comments. Per the fire marshal there shall be no parking allowed on the roads within the development, and signage indicating such shall be installed prior to dwelling construction activities. The site plan depicts an emergency vehicle access gate being installed along the property boundary that abuts Brinkly Dr (SR 1323). This gate shall have a clear opening of not less than 20 feet with a lock keyed to the Roanoke Island VFD Knox box key. There shall be "No Parking-Fire Lane" signs located on each side of the gate. All Roads shall be constructed of a material to have an all-weather surface capable of carrying the imposed weight of fire apparatus of at least 75,000 pounds. The needed fire flow for the proposed development is 1,000 gallons per minute; this will need to be certified before construction activities can begin on the property. Conditions



have been added to SUP that reflects the fire marshal requirements, and his comments are attached to this memo for the boards review.

Dare County Public Works reviewed the site plan and had concerns about the original proposal for dumpsters to be located in each of the six cul-de-sacs. The project engineer was able to design a centralized location at the end of the main road servicing the development. This centralized location alleviates sanitation trucks going down the six cul-de-sacs to provide trash pick-up. An updated site and utility plan page is included in the packet.

The applicant is proposing to install a vegetative buffer along the perimeter of the property, and 6-foot high privacy fence along the eastern boundary where the property directly abuts neighboring residential lots. The Cluster Home Ordinance does not require a vegetative buffer or fencing to be installed but since the applicant shows it on the site plan staff feels that it appropriate to add conditions to the draft SUP addressing the buffer. It is staff's recommendation that the applicant leave some of the existing hardwoods that surround the property and reinforce the buffer with indigenous deciduous and/or evergreen trees, and indigenous dense shrubs. Conditions have been added to the draft SUP that addresses the buffer.

NCDOT driveway permits will need to be obtained and provided to the Dare County Planning Department before construction activities can occur. A condition has been added to the draft SUP to reflect this item.

A copy of the as-built site plan will need to be recorded in the Register of Deeds once the infrastructure improvements have been completed. If it is the intention of the developer to sell the individual footprints of the structures, then homeowner's documents will be needed. Only the footprint of the structure can be conveyed to the individual owners with the remainder of the site designated as common area. The homeowner's documents shall include language that defines the occupancy of the structures as long-term as defined in the Dare County Zoning Ordinance (longer than 31 days). This information shall be noted on the site plan as well.

The proposal was reviewed by the Dare County Planning Board at their February 7, 2023 meeting. During the public comment period of the Planning Board meeting approximately 35 people spoke in reference to the proposed cluster home development. Speakers during the public comment period voiced concerns about the proposed septic systems, occupancy of the dwellings, overall site layout, and the proposed access point. The Planning Board Chairman advised the audience that the Planning Boards roll was only to review the proposed site plan in regards to it meeting the technical requirements of the zoning ordinance, and that only reasonable and appropriate conditions for the use could be applied during their review. The Planning Board found the conditions of the draft SUP to be reasonable and appropriate and requested that a condition be added that requires the applicants recorded homeowners documents include fees for the maintenance of wastewater systems, stormwater infrastructure, and roads, and that a copy be provided to the planning department.

The notice procedures for quasi-judicial uses established in Section 22-72 of the Dare County Zoning Ordinance were implemented for this review.

A copy of the site plan and draft SUP are attached to this memo for the Boards review. Reasonable and appropriate conditions can be added as part of the board's discussion.

Draft Motion: "I move that SUP #3-2023 and associated site plan for the proposed cluster home group development be approved."

Cc: Brad Alexander  
David Neff, House Engineering



**Special Use Permit No. #3-2023**

Dare County Sections 22-27.7, 22-31.1, 22-65, & 22-70

**Application of:** Brad Alexander of Aria Construction & Development INC

On April 03, 2023 the Dare County Board of Commissioners considered the application of the Petitioner above named which application is on file with the Dare County Planning Department, and the Board finds as follows:

1. That the written application of Petitioner with attachments has been duly submitted to the Dare County Planning Department as required by Section 22-65 of the Dare County Code (hereinafter referred to as "Code");
2. That the application substantially complies with the requirements of the Code in that it requests uses permitted by special use permit under the Code subject to the quasi-judicial procedures set forth in Section 22-70, including; Cluster Home Developments
3. The subject property is zoned VR. This property is identified on the Dare County tax records as PARCEL 025921000 and located in the Wanchese Tax District.
4. That the Dare County Board of Commissioners is empowered under sections of the Code set out above to approve special uses and apply reasonable and appropriate conditions;
5. That the notice procedures of Section 22-72 of the Code have been implemented in the review of this Special Use Permit;
6. That upon the evidence received, the testimony presented, and the submitted written record, there are sufficient facts to support the issuance of this Special Use Permit according to the following terms and conditions:

**SPECIAL USE:** A Cluster Home Group Development consisting of 60 residential structures and associated infrastructure as depicted on the Appendix B Included as part of this Special Use Permit.

**CONDITIONS:**

1. The cluster home group development shall operate as prescribed in the definition set forth in Section 22-31.1 of the Dare County Zoning Ordinance. The structures shall be constructed as depicted on the Appendix B and shall not be occupied or rented on a short-term basis (less than 31 days) as defined in Section 22-2 of the Dare County Zoning Ordinance.
2. All structural improvements shall be located in the dwelling footprints as recorded on the final plat. The conditioned space of each structure shall not exceed 1200 square feet in area.
3. The structures shall be located on the parcel in conformance with the setbacks of Section 22-27.7 and Section 22-31.1 of the Zoning Ordinance and the Dare County Flood Damage Prevention Ordinance.
4. A final site plan of the cluster home development depicting the footprint areas shall be recorded in the Register of Deeds. The cluster home sites may be transferred to individual owners with the remaining of the site dedicated as common area owned by a homeowners association or other similar entity. A copy of the signed special use permit shall be recorded with the final site plan. The homeowner's documents shall include language that defines the occupancy of the structure as long-term as defined in the Dare County Zoning Ordinance.
5. The recorded homeowner's documents shall include fees for the maintenance of wastewater systems, stormwater infrastructure, roads and all other common areas. A copy of the homeowner's documents shall be provided to the Dare County Planning Department.
6. Building permits for the structures shall be secured within 36 months from date of Board of Commissioners approval. An as-built survey for the property shall be submitted to the Planning Department upon the completion of all of the structures to confirm compliance with the terms of the Dare County Zoning Ordinance. If the developer chooses to construct the structures at different times, then individual as-built surveys for each structure shall be required before any structure is certified for occupancy.
7. Roads internal to the development shall be paved and constructed as depicted on the approved site plan. The road shall be constructed to support 75,000 pounds as indicated by the Dare County Fire Marshal. Upon completion, road improvements shall be certified

by a NC licensed engineer to meet the weight specification stipulated by the Fire Marshal. Road maintenance shall be the responsibility of the Petitioner or any homeowners association that is established for the cluster home development. The road improvements shall be perpetually maintained to comply with the approved construction specifications. All roads shall be maintained with a clear height of 13-feet 6-inches.

8. There shall be no parking allowed on the roads within the development. No parking signs and surface markings shall be installed. This shall include the dumpster site location
9. The Emergency Vehicle gate on Brinkly Dr shall have a clear opening of not less than 20-feet with a lock keyed to Roanoke Island Volunteer Fire Department Knox box key. There shall be "No Parking-Fire Lane" signs located on each side of the gate per DCFMO requirements.
10. Fire hydrants shall be installed as noted on the site plan and in Dare County Fire Marshal comments dated November 8, 2022. The needed water fire flow shall be provided at a rate of 1,000 gallons per minute.
11. All Water lines for the fire hydrants and basic road improvements must be installed and approved by the DCFMO prior to the issuance of building permits. Roads shall remain clear during construction for emergency vehicle access.
12. Driveway permits or approvals from NCDOT shall be provided to the Planning Department before land disturbing activity can occur.
13. There shall be no staging of equipment or materials in or along the right-of-way of Old Wharf Rd (SR 1168), Brinkly Dr (SR 1323) and Hooper Ln.
14. A vegetative buffer shall be established in the applicable setbacks from property lines for the development. The vegetative buffer shall consist of a portion of the existing hardwoods present, and be reinforced with indigenous deciduous and/or evergreen trees, and indigenous dense shrubs. Vegetation shall be planted and maintained in a healthy, growing condition, and be perpetually maintained by the property owner or the homeowners association. Privacy fencing 6-foot in height and vegetative buffering shall be installed along the east property boundary as depicted on the site plan. Language shall be added to the homeowner's documents that reflect this condition.
15. All supplemental State and Federal permits shall be secured prior to ground disturbing activities. Copies of these permits shall be provided to the Dare County Planning Department.
16. No changes or deviation from the terms and conditions of the special use approval shall be made until written approval of the proposed changes or deviations has been obtained from Dare County. The quasi-judicial procedures set forth in the Code shall be followed for the

review and approval of major modifications. Minor modifications as established in Section 22-65 of the Code may be authorized administratively by the Planning Director.

17. A violation of this Permit shall be a violation of the Code and the special use may be revoked by the Board of Commissioners. Special use approval shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of any development regulation or any State law delegated to Dare County for enforcement purposes; or for false statements or misrepresentations made in securing special use approval. The same process for approval of a special use permit, including notice and hearing, shall be followed in the revocation of a special use permit.

18. All other terms and provisions of the Dare County Zoning Ordinance shall remain in full force and effect except as herein specifically permitted otherwise;

This \_\_\_\_\_ day of April 2023

SEAL:

COUNTY OF DARE

By: \_\_\_\_\_

Robert L Woodard Sr.  
Dare County Board of Commissioners

ATTEST:

By: \_\_\_\_\_

Cheryl Anby  
Clerk to the Board

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

By: \_\_\_\_\_

Brad Alexander  
Aria Construction & Development INC

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_

Robert L Outten  
County Attorney



# COUNTY OF DARE

## Planning Department

P.O. Box 1000, Manteo, North Carolina 27954

### SPECIAL USE PERMIT APPLICATION

Manteo: (252) 475-5870  
KDH Satellite: (252) 475-5871  
Buxton: (252) 475-5878

Date: 10/21/2022 Application No. 6-2022

Property Owner/Petitioner: Aria Construction + Development Inc. / Brad Alexander

Address: P.O. Box 321 Creswell NC 27928

Telephone: 252-796-7737 Email: aria.obx@gmail.com

Review Fee Paid: 2950.00

Project Description: Affordable Housing 59 Unit Subdivision.  
Cluster Home Subdivision

1000 Sqft - 2-bedroom 1200 - 3-bedroom

#### Property Description:

Lot	Phase/Section	Block	Subdivision
Parcel: <u>025921000</u>			PIN: <u>979706482784</u>

**APPLICATION IS HEREBY** made to the Dare County Planning Department for consideration of a Special Use Permit in accordance with the provisions of the Dare County Zoning Ordinance

Section: 22-31.1 Special Use: CLUSTER HOME DEVELOPMENT

A site plan and other documents as required for review of the special use permit application shall be submitted to the Planning Department with the application. A special use permit application shall not be processed by the Planning Department until such time that all review fees have been paid and all necessary documents have been submitted. Once the application is determined to be complete, the Planning Department shall schedule review of the application as established in Section 22-65 and Section 22-70 of the Zoning Ordinance.

Special use permits are subject to quasi-judicial procedures and an evidentiary hearing before the Dare County Board of Commissioners. The notice procedures of Section 22-72 of the Zoning Ordinance shall be implemented by the Planning Department. Reasonable and appropriate conditions may be applied by the Board of Commissioners as part of the evidentiary hearing process.

Applicant: Brad Alexander Date: 10-21-22

10/27/22, 11:25 AM

James V. Daughtry  
PO BOX 406  
Saint Leonard, MD 20685  
410-917-4397

26 October 2022

Dare County Planning Commission  
P.O. Box 1000  
Manteo, NC 27954

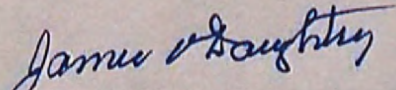
Dear Commissioners,

Reference: Parcel 025921000

I, James V. Daughtry, owner, have given Brad Alexander, Aria Construction & Development Inc of Creswell, NC permission to apply for a Special Use Permit for a Cluster Development on Parcel 025921000.

Please let me know if you have any questions.

Regards,

  
James V. Daughtry







**COUNTY OF DARE**  
**Department of Emergency Management**  
**Office of the Fire Marshal**  
P.O. Box 1000, Manteo, North Carolina, 27954

**Steven R. Kovacs, NC-CFI**  
Deputy Emergency Manager/Fire Marshal

(252) 475-5750

**To:** Noah Gilliam, Planning Director  
**From:** Steven R. Kovacs, Fire Marshal  
**Date:** January 31, 2023  
**Re:** The Cottages at Old Wharf Road

---

I have reviewed the re-submitted site plan and have the following comments which are in red.

- There shall be no parking allowed on the roads within the subdivision. Signs and surfacing markings shall be as specified by the Dare County Fire Marshal's Office. – **Addressed on the plan in the comments, developer to coordinate with this Office to finalize signage.**
- The gate located on Brinkley Lane shall have a clear opening of not less than 20-feet with a lock keyed to Roanoke Island VFD Knox box key. There shall be "No Parking – Fire Lane" signs located on each side of the gate per DCFMO requirements. - **Addressed on the plan in the comments, developer to coordinate with this Office to finalize signage.**
- All roads shall be constructed of a material to have an all-weather surface capable of carrying the imposed weight of fire apparatus of at least 75,000 pounds. - **Addressed on the plan in the comments**
- All roads shall be maintained with the noted width and the clear height of 13-feet 6-inches, and an all-weather surface. This shall be noted on the final recorded plat. – **Need to add additional comment on the plan to show maintenance of the road clearances.**
- The needed water fire flow for the proposed subdivision is 1,000 gallons per minute. This is based on homes with the noted 15-foot separation in between; dwellings not exceeding 2-stories in height, and overall square footage of 4,800 square feet. Any changes to these conditions would change the needed fire flow requirements. Documentation shall be provided prior to approval showing that the required fire flow can be obtained.
- Need to obtain current with test data and provide documentation that the designed waterline shall be capable of providing the needed fire flow requirement as previously noted.
- Need to note street names and addressing which must be approved by this office and coordinated with Dare County 911. – **The main road coming into the project is named on the plan. Each court will also need to be named individually.**
- All water lines for the fire hydrants and basic road improvements must be installed and approved prior to the commencement of any home construction. Roads must remain clear during construction for emergency vehicle access.

*\* Please understand that approval of any documents in no way relieves the owner, the architect, the engineer, or the contractor from the responsibility of violations of governing codes and regulations not found by our office. When such violations are found they must be corrected.*

**SECTION 22-31.1 - CLUSTER HOME DEVELOPMENTS**(Adopted 10-15-2018)

Cluster home developments consist of more than one residential dwelling on one parcel of land whereby the dwellings are occupied on a long-term basis. These standards are designed to facilitate the development of cluster home projects in unincorporated Dare County subject to the following provisions. The following provisions shall apply:

**(a)** Cluster homes developments shall be subject to review and approval as special uses in the following zoning districts: R-2, R-2A, R-2B, R-2H, R2-AH, R-3, RS-6, RS-8, SP-2, SP-C VC-2, C-2, C-2-H, C-3, 1-1, S-1, CS, BT, RB, MLM, WVC, MC-1, MC-2, and Highway 345. Minimum lot size: 20,000 square feet in these zoning districts.

**(b)** Cluster homes developments shall be subject to review and approval as special uses in the following zoning districts: NH, RS-1, R-1, SNC, VR, WR1, MH-A, MH-B, ELR, and ELNH. Minimum lot size: 30,000 square feet in these zoning districts.

**(c)** Setbacks: Dwellings constructed as part of a cluster home development shall be subject to the setbacks of the applicable zoning district.

**(d)** Separation of dwellings: 15 feet.

**(e)** Lot coverage: 30% of the total lot area.

**(f)** Building height: Same as the applicable zoning district.

**(g)** Maximum size of dwelling: Any dwelling constructed as part of the cluster home development shall not exceed 1,200 square feet of heated/conditioned space.

**(h)** Parking: Parking for cluster homes shall be provided at a rate of one parking space per bedroom of each cluster home. Such parking may be provided at individual dwelling sites or in a congregate area for the entire development. Fifty percent (50%) of the required parking shall be of an impervious surface of concrete or asphalt (not to include asphalt millings or other similar products).

**(i)** Roads – cluster home developments that cannot be properly served by emergency or service vehicles from an existing abutting road or street, shall be made accessible to such vehicles from a 30' right-of-way with 20 feet of paved improvements.

**(j)** Ownership of cluster homes – cluster home sites may be transferred to individual owners with the remainder of the lot dedicated as common area owned by a homeowners association or similar entity. Cluster homes shall be occupied or rented on a for long-term occupancy as defined in Section 22-2 of the Zoning Ordinance.

**(k)** A copy of the approved special use permit for a cluster home development shall be recorded with the approved site plan of the development.

**(l)** Other reasonable and appropriate conditions to reflect individual specific site conditions may be applied to cluster home development as part of the special use review and approval process.

(Ord. passed 10-15-2018; Am. Ord. passed - - ; Am. Ord. passed 6-21-2021)

## SECTION 22-27.7 - WANCHESE VILLAGE RESIDENTIAL ZONING DISTRICT (VR)

Residential area located in the center of the village at Old School House Road and most roads intersecting from a portion of and north of E. R. Daniels Road.

**(a) Scope and intent:** The intent of the Wanchese Village Residential Zoning District is to preserve the traditional family-fishing atmosphere while protecting the environmentally-sensitive coastal wetlands and other unique features of the Village of Wanchese. This district provides for and encourages single-family residential land use that permits a traditional village business, whereby the property owner resides on the premises and carries on a business use on site of the primary residence. The traditional village business is identified as a commercial accessory use to the residential district and has long been associated with the Village of Wanchese. The district also supports mobile homes on an individual lot or parcel of land.

Furthermore, the district will promote stable, permanent neighborhoods, characterized by low vehicular traffic flows and low impact of development. The single-family district is designed to secure a comfortable, healthy, safe and pleasant environment for those who live there, as well as future development of such neighborhoods. The Wanchese Village Residential District serves to protect the fishing village atmosphere and family-oriented business way of life, which gives the village its attractiveness, both as a place to live and a place to visit.

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

The following uses shall be permitted by right and any use not permitted herein shall be deemed prohibited:

- (1) Detached single-family dwellings on individual lots.
- (2) Single-family mobile homes located on individual lots, provided:
  - a. Compliance with building code for mobile homes in a hurricane area.
  - b. Compliance with the requirements of the building inspector regarding skirting materials and skirting area.
- (3) Bed and breakfast homes.
  - a. Small bed and breakfast home as defined in Section22-2.
  - b. Large bed and breakfast home as defined in Section22-2.
- (4) Customary accessory uses associated with principal use, including windmills not to exceed height limit of this district, garages, sheds, swimming pools, tennis courts, commercial accessory business structures and any other structures associated with a residential use.
- (5) Accessory dwelling unit associated with principal residential use and referred to as a "guesthouse" is permitted, subject to compliance with all supplementary local, state and federal permit approvals and in addition to the following:
  - a. An accessory dwelling unit may be attached to the principal residence or may be detached from the principal residence. The size of an accessory dwelling unit, whether attached to or detached from the principal residence, shall not exceed 900 square feet of heated space.
  - b. An accessory dwelling unit, whether attached to or detached from the principal residence, shall be located on the site in conformance with the building setbacks of this zoning district.
  - c. The owner of the property and/or family member shall occupy either the primary residence or accessory dwelling unit.
  - d. One additional off-street parking space shall be required
  - e. An accessory dwelling unit shall not be subdivided or segregated in ownership from the principal use structure.
  - f. An outbuilding on a residential lot that exists at the time of adoption of this ordinance may be converted into an accessory dwelling unit, if lot coverage can be met for the accessory unit and the primary residence.
  - g. The accessory dwelling unit shall be constructed according to all applicable state and federal regulations and local building code requirements, including federal floodplain elevation regulations if applicable.
  - h. Once permitted, the property owner shall submit annual verification of year round occupancy of the principal use structure or the accessory dwelling unit to the Dare County Planning Department, if necessary.
  - i. Travel trailers, recreational vehicles, and/or mobile homes shall not be used as accessory dwelling units.
  - j. Accessory dwelling units shall not be used for any commercial or business activity.
- (6) Traditional village business – A commercial accessory use conducted by owner and/or family member residing on the lot or parcel of the principal residence provided the following conditions are met:

- a. Property owner and/or family member operates a business and resides on the premises.
- b. Merchandise produced on or off of the premises may be sold on premises.
- c. An accessory commercial building shall not exceed 1,200 square feet. In addition, 25% of the total floor area of the principal residence may be used for said business.
- d. One indirectly lighted freestanding sign, not to exceed 36 square feet, may be posted on the property.
- e. On-site parking for up to 4 spaces shall be provided on the site.
- f. Visual buffer: A 6-foot opaque wooden fence or vegetative buffer shall be provided for any business established after March 24, 2006. In some instances, existing dense shrubs, trees, and plants may provide screening.
- g. In the case where a property owner owns land that is contiguous to the principal residential use and accessory business, said land may be used as an extension and a part of the traditional village business use.
- h. The traditional village business shall be located a minimum of 15 feet from any front property line and a minimum of 10 feet from any side or rear property line. The setbacks found in subsection (d) of this district shall not apply.
- i. An average of 3 non-resident employees may be employed.

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

- a. Offices: business, financial, professional, and medical.
- b. Retail/wholesale shops:
  1. Antiques, furniture, and home decor.
  2. Apparel.
  3. Artist and art supplies.
  4. Bait and tackle supplies.
  5. Beehives.
  6. Books.
  7. Camera and photo supplies.
  8. Coffee/tea cakes, pies, bakery goods and edibles.
  9. Florist.
  10. Fruit and vegetable stand.
  11. Gifts and imports.
  12. Hobby goods.
  13. Hunting and fishing supplies.
  14. Jewelry.
  15. Leather goods.
  16. Millinery shop.
  17. Music shop.
  18. Photography equipment sales and service.
  19. Sewing shop/needle works, dry goods and supplies.
  20. Tack and equestrian associated sales.
  21. Toys.
  22. Upholstery.
  23. Woodcarving, ducks and other wildlife.

- c. Service establishments:
  1. Automobile detailing.
  2. Barber and beauty shops including tanning and exercise facilities.
  3. Bicycle rentals with buffered storage area.
  4. Boarding of horses, equestrian associated activities according to state regulations.

5. Boat building shop – (not to exceed 1,200 sq. ft. boat size limited to 36 ft.).
  6. Bricklayer.
  7. Bake shops – cakes, pastries, edibles and bakery goods.
  8. Carpenter/cabinet/wood-working.
  9. Catering business.
  10. Computer and internet services.
  11. Concrete finishing business and equipment.
  12. Crab pot storage and other crabbing and commercial fishing gear.
  13. Crab shedders and associated operations.
  14. Craft production and retail sales.
  15. Electrician.
  16. Electronics.
  17. Excavating and equipment.
  18. Hardwood flooring, carpet, vinyl and ceramic tile installation.
  19. Heating and air.
  20. Historic home place tours and interpretation of village lifestyle.
  21. Home schooling.
  22. House and boat moving business.
  23. Landscape and lawn care.
  24. Music lessons.
  25. Outboard engine repair.
  26. Painter and dry wall.
  27. Photographer.
  28. Plumber.
  29. Potter, clay works, ceramics.
  30. Pressure washing business.
  31. Radio, TV broadcasting and film production studio.
  32. Roofer.
  33. Seafood sales as per North Carolina regulations.
  34. Small engine repair.
  35. Small trucking business – parking business truck on site.
  36. Taxidermist.
  37. Tree removal, stump grinding, log splitting and wood sales.
  38. Welding shop.
- (7) Agriculture farming, livestock, waterfowl, poultry and related activities for personal use.
  - (8) Crab pots, crab pot storage and other crabbing and commercial fishing gear.
  - (9) Small childcare home - as defined in Section 22.2.
  - (10) Private home antennas and on-site accessory business use antennas.
  - (11) County owned and leased facilities.
  - (12) Heritage gardens – designated areas of land leased to the public for gardening projects.

(c) **Special uses:** Any use in existence on March 24, 2006 shall be allowed to continue in operation without seeking approval from Dare County, regardless if that use is listed as a permitted use or is listed as a special use in any of the Wanchese zoning districts. Additions or expansion of uses in existence on March 24, 2006 shall be subject to administrative

review and approval by the Dare County Planning Department for compliance with the zoning regulations. Construction of additional principal use structures at existing business sites that would require a special use permit if not already established prior to March 24, 2006 shall trigger review and approval under the special use permit process.

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

(1) Churches, cemeteries, schools and other public buildings.

(2) Church housing and recreation facilities that are under single ownership of the church are permitted on or off site of the principal church parcel. The site shall contain a minimum of 3 acres. Additional uses may include primary and secondary educational facilities with both indoor and outdoor activities. Church housing requirements shall be according to the standards of Sec. 22.31. for group housing.

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

a. Employee and visitor parking according to Section 22-56 in addition to 1 parking space for each non-resident employee.

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

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

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

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

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

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

(5) Public and/or private utilities (must provide vegetative buffer at least 10 feet in height).

(6) Small childcare center, large childcare center - as defined in Sec. 22.2 and only associated with a church, school or other public building.

(7) Cluster home developments subject to the provisions of Section 22-31.1.

**(d) Dimensional requirements for detached single-family dwellings, bed and breakfast homes, mobile homes and all other uses:**

(1) Minimum lot size:

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

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

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

Single family lots:

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

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

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

(3) Minimum front yard: 25 feet

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

(5) Minimum rear yard: 20 feet maximum, or 20% of lot depth.

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

(7) Building height: 40 feet measured from 8 feet NAVD 1988 to the highest elevation of any feature of the structure or portion of the roof measured from the approximate center of the structure. For those properties where the natural grade exceeds 8 feet NAVD, building height shall be measured from the highest adjacent grade to the proposed structural footprint. Natural grade for calculation of the 40 feet building limit is defined as (1) natural ground elevation before any land disturbing activities; (2) unnatural ground elevation created by the placement of fill on a site before March 24, 2006; or (3)

the re-grading of natural topographic conditions in preparation of construction activities. Overall height shall be measured from the approximate center of the structure to the highest elevation of the structure. Chimneys, lightning rods, weather vanes, wind gauges, and other similar roof appurtenances shall not be considered the highest portion of the roof. The pitch of the principal roof shall be no less than 4/12. Principal roof is defined as the largest section of the roof on the structure.

(8) Churches, schools, and other public buildings are exempt from the 10,000 square feet commercial building size.

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

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

(g) **The sections contained in Article I, Article III, Article VII, Article VIII and Article IX of the Dare County Zoning Ordinance shall apply to this district.**

NOTE: Existing commercial business use allowed to continue and not otherwise permitted in this district: Dog kennel in operation on premises at 104 Old Wharf Road is a breeding kennel for Bichons Frise puppies and West Hyland white terriers up to 25 pounds. The business use shall continue to operate in the VR district under the requirements of Section 22-27.18 for non-conforming uses and structures found in this district. (Adopted by the DCBC on March 24, 2006; amended 2-20-2017)

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



*Consent Agenda*

**Description**

1. See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



## **Consent Summary**

1. Approval of Minutes (03.06.23)
2. Tax Collector's Report
3. DHHS – Social Services Adult Protective Services Essential Services Funding Budget Amendment
4. Billing Services for Dare Water Department
5. Zacchaeus Legal Services – Tax Collection
6. Public Works – Bulk Fuel Purchases
7. Budget Amendment for Virginia S. Tillett Community Center
8. Advertise 2022 Tax Year Liens
9. Health and Human Services – Public Health Division Trillium Opioid Remediation Program Funding



*Approval of Minutes*

**Description**

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

**Board Action Requested**

Approve Previous Minutes

**Item Presenter**

Robert Outten, County Manager



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

---

## MINUTES DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

**9:00 a.m., March 6, 2023**

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

Commissioners absent: Jim Tobin (excused)

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

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

At 9:02 a.m. Chairman Woodard called to order the regularly scheduled meeting. He asked for continued prayer for Commissioner Tobin. He invited Rev. Jody Moore to share a prayer, and then he led the Pledge of Allegiance to the flag.

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

- Reminded everyone of the NC Department of Transportation federally mandated inspection of the Basnight Bridge and Bonner Bridge pier beginning today. There would be some delays with inspections completed in approximately three weeks.

### ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Matthew Cartwright received a fifteen-year pin from Jennie Collins.
- 2) Erika Griffin received a fifteen-year pin from Jennie Collins.
- 3) Cynthia Crabtree received a twenty-year pin from Willer Spencer.

### ITEM 3 – EMPLOYEE OF THE MONTH – March, 2023

April Bodiford, fitness coordinator at the Fessenden Center, received the Employee of the Month award from Tim White and Susan Gray.

### ITEM 4 – PUBLIC COMMENTS

At 9:17 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton.

*The following is a summary of comments were made in Manteo –*

1. Lorraine Tillett, a retired zoning administrator for Dare County, stated the cluster home provisions of 22-31 did fit the scope and intent of the Wanchese zoning village district. They wanted one home on one lot with provisions to conduct a business if desired. She asked that the SUP not be approved.
2. Sandra Barile, resident of Wanchese, read portions of the 2009 Dare County Land Use Plan. Then she stated a list of problems with the proposed cluster development. She asked the Board to vote no on the project and examine the zoning ordinance approved in 2018. They want single-family homes on 15,000 sq. foot lots.
3. Ralph Barile, resident of Wanchese and former public works director for Nags Head, stated others who reviewed the plans stated it looked like low-income housing instead of workforce housing. He asked the Board if they would live in the project. He offered more crime, drugs and violence would arrive to the County if it were developed.
4. Michael Ruffer, a Wanchese resident, wanted the Board to reconsider the cluster home development. He stated after talking with neighbors and friends in the area, no one wanted the development in Wanchese.
5. Nancy Silver, a fifty-year resident, had sent an email to the Board in opposition of the development. She hoped that the Board would reconsider the cluster home project.
6. John Kerr, a Wanchese resident, was opposed to the cluster homes and stated it would fundamentally alter the Village of Wanchese. He added no one was happy with the development and there must be other areas where it could be built.

*With no comments from Buxton, the County Manager closed Public Comments at 9:37 a.m.*

#### **ITEM 5 – HIGH AND DRY LLC, GROUP DEVELOPMENT SPECIAL USE PERMIT 01-2023**

The parties were duly sworn by the Clerk before offering any testimony. The applicant had submitted a special use permit to build a development of storage warehouses in Buxton. The 4,263 sq. ft. addition to an existing 1,500 sq. ft. building and a second structure of 939 sq. ft. would be used for self-storage units. The Fire Marshal added conditions to include the units would not be occupied by residents. The access easement would be improved. Mr. Outten asked if the development complied with our zoning code. The County Manager asked Mr. Canning if he agreed to the findings of fact listed in the SUP, the supporting documents on file, and the facts presented by the Planning Director. Mr. Canning indicated his agreement.

#### **MOTION**

Commissioner Bateman motioned to approve SUP #1-2023 and associated site plan for the proposed storage warehouse group development.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

#### **ITEM 6 – THE U.S. MOTTO ACTION COMMITTEE (Att. #1)**

Rick Lanier, Vice Chair and Field Director of U.S. Motto Action Committee presented this item. He stated displaying the motto expressed confidence in our society. The words had been used since 1864 on U.S. currency. On November 1, 2011, the U.S. House of Representatives had voted 396-9 to reaffirm *In God We Trust* as our nation's motto. He

provided a list of the North Carolina counties which had approved and installed the lettering across their buildings. The funds for the projects came from private investors, local businesses, individuals, churches, etc. Commissioner Ross requested the resolution's last "whereas" be modified to insert "prominently displayed in a manner and location to be determined."

**MOTION**

Vice-Chairman Overman motioned to adopt the resolution as presented.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

Commissioner Bateman left the boardroom at 9:54 am and returned at 9:56 a.m.

**ITEM 7 – PROCLAMATION FOR MARCH 2023 – NATIONAL SENIOR NUTRITION PROGRAM**

Albemarle Commission Area Agency on Aging and Senior Nutrition Program presented a proclamation to observe March 2023 as March for Meals Month. The program provided meals to homebound older adults and also served congregate meals at the Dare County Center Monday through Friday, except holidays.

**MOTION**

Commissioner House motioned to approve the proclamation as presented.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**ITEM 8 – COMMUNITY FOR HOPE – SEXUAL ASSAULT AWARENESS MONTH**

Bronwyn Thornton and Stephanie Baker addressed the Board with the campaign concerning sexual assault. It would include fundraising and other activities to help educate the community on topics such as safe dating, relationship and physical boundaries, and what actions to take if an assault took place. The entire team of Hotline was dedicated to providing a safe community free from violence. The awareness campaign would run through the month of April and include an event at Jockey's Ridge with teal ribbons.

**MOTION**

Commissioners House and Bateman motioned to approve the proclamation as presented.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**ITEM 9 - OLDER ADULT SERVICES ADVISORY COUNCIL ANNUAL REPORT**

Mary Pendill, Chairperson, provided the yearly report of events. They offered fitness and wellness classes, Medicare events, and other activities for older adults. They reviewed the centers for upkeep and listened to senior suggestions and needs. She stated the Baum Center needed a van to aid in senior participation in the events. The council had conducted a survey of the three centers. Maggie Dennis, Co-Chair, advised 83.98% of 310 responses agreed a van would increase their participation in day trips. The Board discussed and Mr. Outten stated there were some vans on order for Parks and Recreation. They would reassess where the older vans would be relocated. Chairman Woodard asked the County Manager to add the request to the 2023/24 budget workshop.

**ITEM 10– PUBLIC HEARING – APPROVAL OF THE EXECUTION AND DELIVERY OF THE CONTRACT AND THE COUNTY’S FINANCING OF THE 2023A PROJECTS**

At 10:19 a.m. the Board held a Public Hearing to receive input concerning this item. Mr. Outten outlined the procedure for making public comments. No one responded to the invitation to address the Board from Manteo or Buxton and hearing closed at 10:20 a.m.

*Mr. Clawson asked if Item 12 be addressed before Item 11 and the Board agreed.*

**ITEM 12 – DARE MEDFLIGHT AND SOUTHERN SHORES EMS BUDGET UPDATE, KILL DEVIL HILLS FIRE & EMS STATION APPROVAL OF GUARANTEED MAXIMUM PRICE, AND ADOPTION OF CAPITAL PROJECT ORDINANCE**

The bids had gone well. Mr. Clawson said the total for all three projects was \$150,357 less than approved. The preconstruction fee had been mistakenly omitted in February, so comparable numbers were \$404,006 less. He provided budget updates for MedFlight and Southern Shores. The guaranteed maximum price and budget were also presented for the KDH Station. Mr. Outten said CIP had reviewed Barnhill’s Change Order #2 and updates and recommended Board approval. Mr. Clawson reviewed the schedule for bond closing.

**MOTION**

Vice-Chairman Overman motioned to adopt amendment to Capital Project Ordinance and authorize the County Manager to execute Barnhill Change Order #2.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

**ITEM 11 – RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NC., APPROVING AN INSTALLMENT FINANCING CONTRACT AND A DEED OF TRUST AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS (Att. #2)**

Approval of the presented resolution was the final step to issue the debt for the Phase One projects. He highlighted each item on the resolution before the Board. The Facilities Corporation had already signed their resolution.

**MOTION**

Commissioner House motioned to adopt the resolution as presented.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**ITEM 13 – RESOLUTIONS APPROVING FINANCING TERMS: \$1,823,834 FOR THREE YEARS AT 3.75% FOR VEHICLES AND EQUIPMENT - \$2,265,094 FOR FIVE YEARS AT 3.75% FOR PUBLIC WORKS EQUIPMENT (Att.#3 & 4)**

Seven financial institutions responded to the county’s request for financing the acquisition of county vehicles, equipment and Public Works equipment as approved in the fiscal year 2022-23 operating budget and capital improvements plan. The lowest total cost proposal for each financing was made by Truist Bank.

**MOTION**

Commissioner House motioned to adopt the attached resolutions to award the financings to Truist Bank and authorize the County Manager and Finance staff to execute all necessary financing documents.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**ITEM 14 – CAPITAL PROJECT ORDINANCE AMENDMENT TO CLOSE 2016 BUXTON BEACH NOURISHMENT CAPITAL PROJECT**

Mr. Clawson presented the capital project ordinance amendment for closure of the 2016 Buxton beach nourishment project. He explained the interest earned was \$221,825, which would be transferred to the Beach Nourishment Fund and would be available for future projects.

**MOTION**

Vice-Chairman Overman motioned to adopt the ordinance amendment.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 15 – DARE COUNTY SCHOOLS BUDGET AMENDMENT AND AMENDMENT TO CIP CAPITAL PROJECT ORDINANCE FOR FFHS COOLING TOWER AND CHSS AIR HANDLER**

Mr. Clawson explained the Dare School Board's 2023 CIP included \$800,000 for the replacement of a cooling tower at First Flight High School along with an air handler at Cape Hatteras Secondary School. The actual procurement cost was \$1,158,000, which was \$358,000 over budget. It was recommended that the difference be drawn from the Lottery Fund, which would bring the fund down to an estimated \$371,979.

**MOTION**

Commissioner House motioned to adopt the budget amendment for the Capital Investment Fund and the amendment to the capital project ordinance for the capital improvements plan. Commissioner Ross seconded the motion.

VOTE: AYES unanimous

**ITEM 16 – LEASE – TOWNEBANK TO DARE COUNTY**

Mr. Outten explained this lease was part of the Southern Shores EMS project. After the demolition of the current station, a building was needed for temporary station dispatch. TowneBank had been gracious and helpful with the Juniper Trail location, which they offered at a base rent of \$1.00 for the term. A few items were brought up to code by the County. It was expected to use the location for a year. The County Manager would be sending a letter of appreciation to the bank.

**MOTION**

Commissioner Bateman motioned to approve the lease and authorize County Manager to execute.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 17 – LEASE AGREEMENT – COUNTY OF DARE TO TOWN OF KILL DEVIL HILLS**

Mr. Outten presented the lease agreement between Dare and the Town of Kill Devil Hills for the purpose of an EMS and fire station jointly on the site. It would go the Kill Devil Board on March 13. Securing a fully executed agreement would facilitate scheduling demolition.

**MOTION**

Vice-Chairman Overman motioned to approve lease for Chairman's signature.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 18 – GROUND LEASE AGREEMENT – SOUTHERN SHORES VOLUNTEER FIRE DEPT. TO COUNTY OF DARE**

Mr. Outten advised the property at 28 E. Dogwood Trail in Southern Shores was owned by their volunteer fire department through Fire Service Real Estate, Inc. They had agreed to lease it to the County for thirty years, with automatic renewal terms, for the purpose of constructing a new EMS station. The rent would be \$1.00 each year.

**MOTION**

Commissioner House motioned to approve lease for Chairman's signature.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

**ITEM 19 – RESOLUTION AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS FROM ADDITIONAL SETTLEMENTS (Att. #5)**

Mr. Outten presented this item and explained it would allow the county to accept additional funding from a second wave of settlements. The approval terms would be the same as the last round. The payment of counsel fees had been already resolved.

**MOTION**

Vice-Chairman Overman motioned to adopt the resolution and authorize the County Manager to execute all documents necessary to enter into opioid settlement agreements, to execute the SAAF, and to provide documents to Rubris, Implementation Administrator.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

**ITEM 20– CONSENT AGENDA**

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

**MOTION**

Commissioner Couch motioned to approve the Consent Agenda:

- 1) Approval of Minutes (02.06.23) **(Att. #6)**
- 2) Government Education Access Channels Committee 2023-2024 Proposed Budget
- 3) Cenero EOC AV Maintenance Contract
- 4) Kitty Hawk Elementary Field Use
- 5) Dare County DHHS – Public Health Opioid Settlement Funds Resolution **(Att.#7)**
- 6) Resolution to Name NCDOT Ferries **(Att.#8)**
- 7) Request for Addition to State Maintained Secondary Road System Swan View Dr., Colington **(Att.#9)**
- 8) Cyclomedia Technology, Inc. – Street Level Imagery and LiDAR
- 9) Emergency Medical Helicopter – SkyTrac Systems Ltd.
- 10) Motorola Solutions Service Agreement
- 11) Southern Disaster Recovery, LLC – Household Bulk Item/Large Item Pick Up
- 12) Budget Amendment – Dredge Account Interest

Commissioner Ross seconded the motion.

VOTE: AYES unanimous



## **ITEM 21 – BOARD APPOINTMENTS**

- 1) Older Adult Services Advisory Council Amended Bylaws  
Commissioner Ross motioned to approve the amended bylaws as presented.  
Vice-Chairman Overman seconded the motion.  
VOTE: AYES unanimous
- 2) Virginia S. Tillett Community Center Advisory Board  
Vice-Chairman Overman motioned to appoint Jonathan DeLucia.  
Commissioner Ross seconded the motion.  
VOTE: AYES unanimous
- 3) A.B.C. Board  
Commissioner Bateman motioned to appoint Donnie Twyne, Jr.  
Commissioner House seconded the motion.  
VOTE: AYES unanimous
- 4) Upcoming Board Appointments  
The upcoming Board appointments for April, May and June, 2023 were announced.

Chairman appreciated the residents of Wanchese who came for the meeting. He clarified that the development was not on today's agenda, as a transportation study from NCDOT was outstanding. He added the development would be market-rate housing and not Section 8 housing. He thanked Dustin Peele for making sure fields one and two in Kitty Hawk were done in a timely manner.

## **MANAGER'S/ATTORNEY'S BUSINESS**

Mr. Outten explained he had received an offer to purchase Dare property located behind the water park in Rodanthe. He asked the Board if they would entertain selling any of the county lots and added wetland delineations would be needed from proposed buyers. The Board discussed and agreed to not sell the lots. County Manager would bring any future high offers to the Board, if applicable.

The County Manager relayed there were several county zoning violations to resolve. There were currently two cases which were ready to have suits filed. One was in Roanoke and the other in Mann's Harbor. Several letters had been sent on both and a civil citation had been sent to the Roanoke property owners. The Manns Harbor violation may be resolved. The Board discussed briefly with additional details from the County Manager.

### **MOTION**

Commissioner Couch motioned for the County to move forward with suits if necessary.  
Vice Chairman Overman seconded the motion.  
VOTE: AYES unanimous.

## **ITEM 22 – COMMISSIONERS' BUSINESS**

The following is a brief summary of the items mentioned by the Commissioners during this segment. Full comments are available on the website video:

### Commissioner Couch

- Hatteras was getting busy and he was glad to see it.

### Commissioner Ross

- The St. Patrick's Day parade would be held March 19, 2023.
- On April 6<sup>th</sup> there would be a Business After Hours event at the SPCA.
- MedFlight would hold an open house on March 25<sup>th</sup> from 10-2:00 p.m.
- The OBX Foundation would hold its annual meeting on March 14<sup>th</sup> at Jennette's Pier.
- He enjoying his participation in the Special Olympics' Polar Plunge event - even though the water was a cold 52 degrees.

### Commissioner House

- He provided an update regarding the Division of Marine Fisheries and their recent southern flounder discussion.
- Day in history: Bayer aspirin was patented in 1899.
- Miss Dale, a stray cat, was shown as SPCA "pet of the week" for adoption.

### Vice-Chairman Overman

- Congratulated the service pin recipients and the Employee of the Month.
- He attended the "Colored News and Checkerboard Crews" event at COA, which unveiled a new painting by James Melvin to commemorate the Pea Island lifesavers.
- House Bill 190 could modify the requirements for environmental health specialists. He asked for Board support. McGuireWoods could aid in supporting the bill. There was a shortage of environmental health specialists due to hefty educational requirements. The county health department supported the bill. It was the consensus of the Board to have our lobbyist express the County's support to help move the bill forward.

### Commissioner Bateman

- The Polar Plunge to support the area's Special Olympics was held last month and he shared pictures of the event. With over 51 participants and 80 more cheering them on, the successful event had received \$11,000 in donations, with more coming.
- He asked for Board support to return the zoning standards for future cluster home developments back to the Planning Board. He suggested they review waste water standards, open space standards, traffic analysis and the internal and external features of the properties. After a brief discussion, it was the consensus of the Board to have the Planning Department and Planning Board look at unincorporated Dare's zoning for future developments. Commissioner Ross added he would like some best practices from other communities as objective evidence for the review.

Dorothy Hester said there would be a website announcement today with the dates of the large item pick up contract approved by the Board this meeting. There would not be exact dates for route areas but rather the pickup would begin March 27 and run for approximately 12-15 days. It would be a one-pass event through unincorporated Dare.

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

**MOTION**

Commissioner Couch motioned to adjourn the meeting.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 11:12 a.m., the Board of Commissioners adjourned until 9:00 a.m., April 3, 2023.

Respectfully submitted,

[SEAL]

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

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

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



*Tax Collector's Report*

**Description**

January 2023 Releases over \$100  
January 2023 Refunds over \$100  
January 2023 NCVTS Refunds over \$100  
February 2023 Releases over \$100  
February 2023 Refunds over \$100  
February 2023 NCVTS Refunds over \$100

**Board Action Requested**

Approved

**Item Presenter**

Becky Huff, Tax Collector

Release Report for REAL ESTATE and PERSONAL PROPERTY  
 (Releases over \$ 100 )

**MONTH: JANUARY**

**DATE RANGE: 1/1/2023 - 1/31/2023**

**Submitted By: Becky Huff**

<b>Taxpayer Name</b>	<b>District Code</b>	<b>Parcel #</b>	<b>Bill Year</b>	<b>Reason</b>	<b>Released Value</b>	<b>Released Tax</b>
HICKS MARINE AND FISHERIES LLC		937511000	2022	BOAT SOLD 2018	(45,000.00)	(285.08)
<b>Totals:</b>					<b>(\$45,000.00)</b>	<b>(\$285.08)</b>

# Refund Report for Real Estate and Personal Property

(Refunds over \$100)

**MONTH:**

**DATE RANGE: 1/1/2023 - 1/31/2023**

**Submitted By: Becky Huff**

Taxpayer Name	Parcel	Bill#	Bill Yr	Refund Amt	Reason	Date
SAUNDERS, ROBERT SHELDON	007104022	23087	2020	\$ (120.63)	Remove Boat	01/17/23
SAUNDERS, ROBERT SHELDON	007104022	8822	2021	\$ (117.01)	Remove Boat	01/17/23
LEE, HEATH WAYNE	018782014	25652	2022	\$ (790.28)	Overpayment	01/17/23
HOSFELT, ROGER	000507112	864	2022	\$ (726.99)	Overpayment	01/17/23
OLD, DALE N	001170000	1750	2022	\$ (416.27)	Overpayment	01/09/23
BARKER, DONALD B	001343000	1924	2022	\$ (1,992.90)	Overpayment	01/06/23
NEAL, ELIZABETH A	001492000	2079	2022	\$ (1,252.23)	Overpayment	01/12/23
SHEREN, BENJAMIN CROCKER	002181000	2800	2022	\$ (2,158.62)	Overpayment	01/06/23
MASON, CONNIE SUE	002685000	3462	2022	\$ (424.90)	Overpayment	01/19/23
MICHAEL, ROBERT O	002832000	3694	2022	\$ (792.73)	Overpayment	01/26/23
WILEY, GARBRIEL ALEXANDER	003061001	3942	2022	\$ (2,460.31)	Overpayment	01/09/23
ORTEGA, DEVIN R	003607000	4558	2022	\$ (324.23)	Exemption Correction	01/09/23
STOVER, DAVID H	004009000	5013	2022	\$ (1,318.97)	Overpayment	01/17/23
MUSIL, STEPHEN M	004584000	5863	2022	\$ (309.60)	Overpayment	01/19/23
MOYNAHAN, ANDREW T	005060000	6505	2022	\$ (669.01)	Overpayment	01/17/23
WHTIE, MICHAEL J SR	005401000	6848	2022	\$ (1,183.89)	Overpayment	01/19/23
HINDMARSH, HARRY R	006408000	8052	2022	\$ (224.88)	Overpayment	01/17/23
FORQUER, DONALD R	007003002	8721	2022	\$ (311.69)	Overpayment	01/17/23
MEREDITH, ANDREW DALTON	007104003	8837	2022	\$ (2,537.97)	Overpayment	01/19/23
SAUNDERS, ROBERT SHELDON	007104022	8854	2022	\$ (117.01)	Remove Boat	01/17/23
MARTIN, PAMELA CHISMAN TTEE	007439000	9218	2022	\$ (1,861.00)	Overpayment	01/26/23
GRAY, JERRY PATRICK	007468000	9249	2022	\$ (2,738.97)	Overpayment	01/09/23
SIKORSKI, RYAN	007515007	9299	2022	\$ (1,385.56)	Overpayment	01/12/23
GREY ROSE VENTURES LLC	007730000	9492	2022	\$ (4,384.39)	Overpayment	01/12/23
MANTALVANOS, ARIS GEORGE	008147105	10277	2022	\$ (1,314.13)	Overpayment	01/19/23
GIBBS, JOHN E	009059004	11360	2022	\$ (1,660.07)	Overpayment	01/26/23
WHITE, GREGORY JONATHAN	009207000	11517	2022	\$ (1,658.87)	Overpayment	01/12/23
MEREDITH, ANDREW JR	009331000	11674	2022	\$ (2,290.05)	Overpayment	01/19/23
MEALS, THOMAS J	010067092	12816	2022	\$ (4,967.67)	Overpayment	01/19/23
BATES, WILLIAM T JR	010109000	12992	2022	\$ (3,016.87)	Overpayment	01/17/23
MARASCA, FREDERICK P	010290361	13377	2022	\$ (577.22)	Overpayment	01/17/23
JONES, WILLIAM S JR	010465265	13607	2022	\$ (2,949.84)	Overpayment	01/26/23
HARMAN, MARIA M	010978000	14176	2022	\$ (1,048.27)	Overpayment	01/09/23
HARMAN, MICHAEL GRAY JR	011088000	14306	2022	\$ (735.70)	Overpayment	01/09/23

# Refund Report for Real Estate and Personal Property

(Refunds over \$100)

**MONTH:**

**DATE RANGE: 1/1/2023 - 1/31/2023**

**Submitted By: Becky Huff**

Taxpayer Name	Parcel	Bill#	Bill Yr	Refund Amt	Reason	Date
CARTER, JUNIUS L	011335000	14637	2022	\$ (237.15)	Overpayment	01/26/23
STOFFEL, PAMELA S	012045000	15385	2022	\$ (919.33)	Overpayment	01/12/23
OBX SHORE SHACK LLC	012500000	15957	2022	\$ (1,209.63)	Overpayment	01/17/23
WAVES VILLAGE, LLC	012815007	16418	2022	\$ (2,520.72)	Overpayment	01/26/23
WAVES VILLAGE, LLC	012815010	16421	2022	\$ (16,367.41)	Overpayment	01/26/23
WAVES VILLAGE, LLC	012815035	16422	2022	\$ (843.92)	Overpayment	01/26/23
HILOVSKY, MARTIN A TTEE	013191016	16986	2022	\$ (1,009.53)	Overpayment	01/09/23
MACKIN, GLENN R TTEE	013512000	17380	2022	\$ (337.94)	Overpayment	01/19/23
BREWER, STEPHEN E JR	013864000	17754	2022	\$ (607.99)	Overpayment	01/19/23
SMITH, KERRI C	013893000	17780	2022	\$ (2,108.03)	Overpayment	01/09/23
MCMURPHY, CAROLYN E TTEE	014271001	18300	2022	\$ (699.24)	Overpayment	01/17/23
BENJAMIN, ANDREW P	014822046	19282	2022	\$ (7,072.65)	Overpayment	01/17/23
VIROSTEK, ANDREW C TTEE	014896001	19904	2022	\$ (4,079.51)	Overpayment	01/17/23
RIVERA, RAMON	015207000	20375	2022	\$ (325.43)	Overpayment	01/09/23
LASSITER, JOSEPH R JR	015231000	20399	2022	\$ (660.60)	Overpayment	01/18/23
DANIELS, WILLIAM TYNDALE	016280000	21665	2022	\$ (1,406.13)	Overpayment	01/18/23
SHACKELFORD, DAVID PAUL	016375000	21778	2022	\$ (361.47)	Overpayment	01/09/23
CLUPPER, DENNIS M	016386005	21794	2022	\$ (927.58)	Overpayment	01/06/23
ALLISON, RUSSELL	016489000	21918	2022	\$ (294.46)	Overpayment	01/09/23
OLD HICKORY PROPERTIES, LLC	016551079	22083	2022	\$ (652.03)	Overpayment	01/09/23
MANN, HARRY C	017610000	23431	2022	\$ (4,828.36)	Overpayment	01/26/23
LONG, ANDREW	017795000	23983	2022	\$ (3,883.71)	Overpayment	01/18/23
WELLIVER, BRADLEY S	017832000	24019	2022	\$ (879.38)	Overpayment	01/17/23
NEAL, MARGARET M	017959001	24159	2022	\$ (1,597.14)	Overpayment	01/09/23
THOMPSON, ROBERT C	018000003	24200	2022	\$ (750.00)	Overpayment	01/06/23
COLEMAN, RICHARD F	018767017	25566	2022	\$ (390.67)	Overpayment	01/17/23
SAWYER, WARREN MILES	019024000	26009	2022	\$ (800.10)	Overpayment	01/06/23
JONES, JAMES S	019213000	26198	2022	\$ (664.20)	Overpayment	01/06/23
FILES, DEBORAH A	019581000	26552	2022	\$ (1,635.29)	Overpayment	01/09/23
WESTON, SYLVIA J	019998000	26950	2022	\$ (851.90)	Overpayment	01/17/23
QUILL, DONNA L	021349000	28394	2022	\$ (771.98)	Overpayment	01/26/23
HURLEY, DAVID C	021609000	28666	2022	\$ (694.12)	Overpayment	01/09/23
SADLER, HERMAN M JR	021852000	28923	2022	\$ (11,627.73)	Overpayment	01/26/23
POTOSKI, CHRISTOPHER MICHAEL	022337000	29439	2022	\$ (4,690.17)	Overpayment	01/19/23

# Refund Report for Real Estate and Personal Property

(Refunds over \$100)

**MONTH:**

**DATE RANGE:** 1/1/2023 - 1/31/2023

**Submitted By:** Becky Huff

Taxpayer Name	Parcel	Bill#	Bill Yr	Refund Amt	Reason	Date
KLAHRE, NANCY B TTEE	022356016	29499	2022	\$ (3,147.77)	Overpayment	01/18/23
MATTHIAS, NATALIE	022842000	30602	2022	\$ (4,879.40)	Overpayment	01/06/23
GRAY, ALMEY J	024048000	32008	2022	\$ (428.27)	Overpayment	01/17/23
HATZIGEORGIU, LOGAN	024181000	32156	2022	\$ (1,107.57)	Overpayment	01/09/23
FANNEY, ROBERT M	024526044	32766	2022	\$ (1,643.44)	Overpayment	01/12/23
ARMISTEAD, LINDA A	024961036	33459	2022	\$ (2,605.65)	Overpayment	01/18/23
EVANS, THOMAS WILLIAM	025694074	35028	2022	\$ (3,588.27)	Overpayment	01/19/23
DOTCOM GROUP LLC	025694114	35065	2022	\$ (2,509.71)	Overpayment	01/17/23
SIMPSON, JAMES EDWARD JR	025694468	35377	2022	\$ (100.00)	Overpayment	01/19/23
WISIACKAS, JOHN	025818014	35673	2022	\$ (5,081.01)	Overpayment	01/19/23
CLIFT, JOANNE BAUM	025834000	35701	2022	\$ (320.11)	Overpayment	01/17/23
UMPHLETT, WAYNE	026240002	36253	2022	\$ (401.40)	Overpayment	01/26/23
THE NUTMEG GROUP LLC	026379603	36458	2022	\$ (868.88)	Overpayment	01/09/23
LASSITER, JOSEPH R JR	026525000	36718	2022	\$ (174.90)	Overpayment	01/18/23
LYONS, GEOFFREY W	027174000	37586	2022	\$ (461.13)	Overpayment	01/06/23
STRACK, WILLIAM B	027518043	38101	2022	\$ (3,469.54)	Overpayment	01/19/23
CHO-ZEMAN, JEANNIE	027531000	38171	2022	\$ (1,370.88)	Overpayment	01/18/23
SANDYLAND LLC	027572001	38355	2022	\$ (6,122.44)	Overpayment	01/26/23
CHICELLA, MICHAEL F	028106000	39258	2022	\$ (555.74)	Overpayment	01/18/23
ERRICKSON, CRAIG D	028134000	39288	2022	\$ (1,722.45)	Overpayment	01/19/23
HINE, THOMAS J	029103087	40507	2022	\$ (553.48)	Overpayment	01/09/23
KIEHN, CARL ALTON	029188000	40604	2022	\$ (768.34)	Overpayment	01/17/23
KIEHN, CARL ALTON	029188000	40604	2022	\$ (768.32)	Overpayment	01/19/23
WALTON, WARREN A	029326062	40873	2022	\$ (1,008.68)	Overpayment	01/12/23
GLOVINSKY, SANFORD ALAN	029521000	41105	2022	\$ (2,490.18)	Overpayment	01/12/23
LOUCKS, BAIN ROBERT	029593028	41205	2022	\$ (5,857.99)	Overpayment	01/17/23
BOWMAN, RONALD BRYANT	029643005	41354	2022	\$ (845.81)	Overpayment	01/06/23
BROWN, KEVIN J	029975004	41928	2022	\$ (1,011.93)	Overpayment	01/12/23
SBM HOLDING LLC	029991202	42155	2022	\$ (3,317.36)	Overpayment	01/18/23
PETTY, TROY DALE	029993000	42183	2022	\$ (6,701.93)	Overpayment	01/19/23
ERICKSON, BRUCE H	030348000	42434	2022	\$ (1,221.53)	Overpayment	01/19/23
STEPHENS, RICHARD DAVID	030534000	42622	2022	\$ (931.43)	Overpayment	01/19/23
FORBES, WILLIAM DAVID	030993000	43232	2022	\$ (1,970.46)	Overpayment	01/18/23
WILSON, GARY L	031007002	43248	2022	\$ (375.38)	Overpayment	01/19/23



# Refund Report for Real Estate and Personal Property

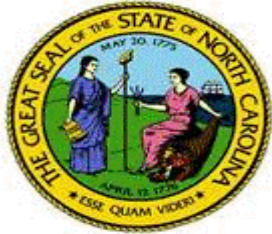
(Refunds over \$100)

**MONTH:**

**DATE RANGE: 1/1/2023 - 1/31/2023**

**Submitted By: Becky Huff**

Taxpayer Name	Parcel	Bill#	Bill Yr	Refund Amt	Reason	Date
SHAFQAT, SYED IMRAN	031192000	43512	2022	\$ (918.07)	Overpayment	01/26/23
WELLS FARGO BANK 142284	972612000	55207	2022	\$ (3,395.65)	Amended Listing	01/26/23
WELLS FARG BANK 141236	973510000	55338	2022	\$ (605.10)	Amended Listing	01/26/23
WELLS FARGO BANK 142332	973604000	55348	2022	\$ (831.29)	Amended Listing	01/26/23
NORTH DUCK WATER SPORTS INC	975959000	55669	2022	\$ (2,872.22)	Overpayment	01/19/23
<b>Total Refunds:</b>				<b>\$ (202,547.94)</b>		



# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

Jan 2023

Payee Name	Address 1	Address 3	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BEACH REALTY OF NC INC	4826 N CROATAN HWY	KITTY HAWK, NC 27949	C99	Tax	(\$62.35)	\$0.00	(\$62.35)
			T08	Tax	(\$41.26)	\$0.00	(\$41.26)
			T08BN	Tax	(\$5.45)	\$0.00	(\$5.45)
						<b>Refund</b>	<b>\$109.06</b>
CRT SALES & SERVICE INC	PO BOX 3100	KITTY HAWK, NC 27949	C99	Tax	(\$111.62)	\$0.00	(\$111.62)
			T08	Tax	(\$73.85)	\$0.00	(\$73.85)
			T08BN	Tax	(\$9.76)	\$0.00	(\$9.76)
			T08MSD	Tax	(\$27.87)	\$0.00	(\$27.87)
						<b>Refund</b>	<b>\$223.10</b>
IHLE, LINDA LOUISE	1407 KETCH LN	KILL DEVIL HILLS, NC 27948	C99	Tax	(\$62.11)	\$0.00	(\$62.11)
			T07	Tax	(\$49.63)	\$0.00	(\$49.63)
						<b>Refund</b>	<b>\$111.74</b>
RATH, DAVID WILLIAM	201 W OCEAN ACRES DR	KILL DEVIL HILLS, NC 27948	C99	Tax	(\$70.08)	\$0.00	(\$70.08)
			T07	Tax	(\$55.99)	\$0.00	(\$55.99)
						<b>Refund</b>	<b>\$126.07</b>
REED, MICHAEL KENNETH	4156 THICK RIDGE ROAD	KITTY HAWK, NC 27949	C99	Tax	(\$72.75)	\$0.00	(\$72.75)
			T08	Tax	(\$48.13)	\$0.00	(\$48.13)
			T08BN	Tax	(\$6.36)	\$0.00	(\$6.36)
						<b>Refund</b>	<b>\$127.24</b>
RUYLE, KRISTINE ELIZABETH	141 DAPHNE LN	MANTEO, NC 27954	C99	Tax	(\$74.89)	\$0.00	(\$74.89)
			F51	Tax	(\$6.84)	\$0.00	(\$6.84)
			S99	Tax	(\$18.70)	\$0.00	(\$18.70)
						<b>Refund</b>	<b>\$100.43</b>
						<b>Refund Total</b>	<b>\$797.64</b>

Release Report for REAL ESTATE and PERSONAL PROPERTY  
(Releases over \$ 100 )

**MONTH: FEBRUARY**

**DATE RANGE: 2/1/2023 - 2/28/2023**

**Submitted By: Becky Huff**

<b>Taxpayer Name</b>	<b>District Code</b>	<b>Parcel #</b>	<b>Bill Year</b>	<b>Reason</b>	<b>Released Value</b>	<b>Released Tax</b>
HARRELL, JOHN L III		938622000	2022	BOAT SOLD 2021	(29,197.00)	(172.50)
SCHAUBACH, JAMES D		938443000	2022	BOAT SOLD 2020	(46,246.00)	(356.36)
GLADSTEIN, IGOL	03	018782036	2022	DUP BOAT	(25,762.00)	(174.29)
<b>Totals:</b>					<b>(\$101,205.00)</b>	<b>(\$703.15)</b>

# Refund Report for Real Estate and Personal Property

(Refunds over \$100)

**MONTH: FEBRUARY**

**DATE RANGE: 2/1/2023 - 2/28/2023**

**Submitted By: Becky Huff**

Taxpayer Name	Parcel	Bill#	Bill Yr	Refund Amt	Reason	Date
SCHALK, MARK HOWARD	000775011	1340	2022	\$ (894.86)	Overpayment	02/09/23
ABENANTE, MICHAEL T TEE OR	000780000	1343	2022	\$ (860.35)	Overpayment	02/07/23
FITZGERALD, GARY W JR	001622000	2209	2022	\$ (699.54)	Overpayment	02/20/23
LANE INVESTMENT PROPERTIES NC, LLC	002299000	2972	2022	\$ (621.79)	Overpayment	02/03/23
ALPERIN, LORI M TTEE	002546001'	3269	2022	\$ (4,158.73)	Overpayment	02/24/23
CANALE, ANTHONY P	002560000	3292	2022	\$ (1,747.85)	Overpayment	02/03/23
PERKINS, PAUL H JR	002575000	3310	2022	\$ (1,525.92)	Overpayment	02/03/23
DIXON, WILLIAM E	003433000	4375	2022	\$ (431.40)	Overpayment	02/07/23
BEREZOWSKI, WENDY	003551000	4504	2022	\$ (412.67)	Overpayment	02/07/23
QUINN, BRENDA T	003897000	4890	2022	\$ (606.88)	Overpayment	02/03/23
NEAL, DAVID L	003953000	4956	2022	\$ (1,567.06)	Overpayment	02/07/23
BULEBUSH, LARRY J	004540000	5785	2022	\$ (678.33)	Overpayment	02/20/23
CONCH, LLC	004766003	6063	2022	\$ (1,789.06)	Overpayment	02/09/23
BEAR, FRED E III	004891020	6296	2022	\$ (1,251.83)	Overpayment	02/03/23
MACKO, RYAN A	004988000	6421	2022	\$ (1,716.95)	Overpayment	02/09/23
GINS, RICHARD H	005535000	6992	2022	\$ (1,321.05)	Overpayment	02/07/23
MCCANN, ANDREW D	006158000	7801	2022	\$ (1,259.57)	Overpayment	02/03/23
ADAMS, JOHN B JR	007753000	9515	2022	\$ (1,890.55)	Overpayment	02/09/23
SOWERS, HARRY CLINE JR	008075616	10112	2022	\$ (341.16)	Overpayment	02/03/23
LIVERMAN, FRED L	008432000	10788	2022	\$ (2,509.50)	Overpayment	02/09/23
WYNNS, LINDA N	008661000	11019	2022	\$ (3,136.78)	Overpayment	02/20/23
DOTSON, GREGORY	009334000	11678	2022	\$ (1,350.18)	Overpayment	02/03/23
111 TOPSAIL, LLC	009781044	12319	2022	\$ (191.50)	Overpayment	02/09/23
GLUCK, MAURICE A	009931000	12575	2022	\$ (198.90)	Overpayment	02/20/23
MIRAGEAS, PETER M	009973000	12618	2022	\$ (7,046.48)	Overpayment	02/20/23
CAFFERTY, TIMOTHY MICHAEL	010509000	13719	2022	\$ (3,718.25)	Overpayment	02/24/23
MEADS, BLAIR A	010808000	14012	2022	\$ (6,428.90)	Overpayment	02/03/23
CRISCI, CAROL A	011045000	14253	2022	\$ (2,711.30)	Overpayment	02/09/23
TRANTER, MICHELLE	011273000	14552	2022	\$ (2,408.41)	Overpayment	02/09/23
GEISSLER, KARLA M	013182000	16960	2022	\$ (769.17)	Overpayment	02/09/23
FARRELL & FAMILY CONSTRUCTION LLC	013193004	16998	2022	\$ (118.56)	Overpayment	02/07/23
PRINTZ, ANDREW HARMON	014377000	18620	2022	\$ (1,522.96)	Overpayment	02/24/23
UNKNOWN OWNER (CONFLICT)	014418001	18677	2022	\$ (111.44)	Overpayment	02/20/23
GRAY, DAVID	014456000	18718	56 2022	\$ (524.99)	Overpayment	02/07/23

# Refund Report for Real Estate and Personal Property

(Refunds over \$100)

**MONTH: FEBRUARY**

**DATE RANGE: 2/1/2023 - 2/28/2023**

**Submitted By: Becky Huff**

Taxpayer Name	Parcel	Bill#	Bill Yr	Refund Amt	Reason	Date
NELSON, GARY J	014822197	19427	2022	\$ (3,638.20)	Overpayment	02/09/23
GRIMM, COURTLAND H JR TRUSTEES	014822287	19515	2022	\$ (1,190.22)	Overpayment	02/07/23
PATTERSON, DENNIS LYNN	014822317	19538	2022	\$ (3,318.99)	Overpayment	02/07/23
MILLER, LOIS GRAY	014822620	19591	2022	\$ (1,642.48)	Overpayment	02/07/23
SHORT, JOHN A JR	014879002	19845	2022	\$ (262.91)	Overpayment	02/09/23
FLORY, LINDA L	015060001	20123	2022	\$ (896.77)	Overpayment	02/07/23
STRYCHOWSKI, SANDRA S	016203000	21585	2022	\$ (471.71)	Overpayment	02/03/23
CLUPPER, DENNIS M	016386005	21794	2022	\$ (463.78)	Overpayment	02/03/23
SPENCER, WILLER PATRICE	016508000	21944	2022	\$ (246.09)	Overpayment	02/15/23
SMITH, GAIL M	016655001	22235	2022	\$ (2,392.84)	Overpayment	02/20/23
MOUL, ROBERT KEITH	016903000	22552	2022	\$ (121.19)	Overpayment	02/07/23
HOY, LINDA S	017775246	23798	2022	\$ (1,273.51)	Overpayment	02/09/23
ELLIS, BRYAN	018013004	24254	2022	\$ (2,374.70)	Overpayment	02/03/23
COLLIER, EDWARD G	018642000	25256	2022	\$ (1,982.76)	Overpayment	02/09/23
TOMLINSON, JONATHAN W	018697061	25369	2022	\$ (2,119.90)	Overpayment	02/09/23
TODD, LEAH ESTER	018822000	25829	2022	\$ (486.04)	Overpayment	02/07/23
KENNEDY, BOBBY W	020674000	27603	2022	\$ (558.00)	Overpayment	02/20/23
D'ANDRADE, NANCY K	020897000	27826	2022	\$ (712.33)	Overpayment	02/03/23
FORBES, CHRISTINE R	021077000	28119	2022	\$ (3,078.31)	Overpayment	02/09/23
COLAIANNI, PETER L	021078000	28120	2022	\$ (3,176.91)	Overpayment	02/20/23
BILLINGSLEY, JOEL T	021726000	28789	2022	\$ (3,644.72)	Overpayment	02/03/23
SMITH, DAVID ANDREW	022623005	30310	2022	\$ (3,096.23)	Overpayment	02/03/23
KANE, BRIAN J	022819109	30562	2022	\$ (2,487.94)	Overpayment	02/20/23
BIRLEY, CATHERINE B	025694369	35282	2022	\$ (7,050.45)	Overpayment	02/20/23
TRUELOVE, HEATH	025709009	35462	2022	\$ (783.31)	Overpayment	02/09/23
DAVIS, VICTOR LYNN III	025923000	35909	2022	\$ (880.63)	Overpayment	02/09/23
HOPKINS, DAVID S JR	027065000	37468	2022	\$ (579.63)	Corrected	02/09/23
DEZERN, PRESTON IV	027080000	37483	2022	\$ (1,269.52)	Overpayment	02/09/23
BEAL, DAVID EUGENE	027505645	38007	2022	\$ (657.07)	Overpayment	02/07/23
RAMSEY, RAYMOND J	027611000	38383	2022	\$ (226.44)	Overpayment	02/07/23
RAMSEY, RAYMOND J	027611000	38383	2022	\$ (452.88)	Overpayment	02/09/23
LIFESTYLE HOMES INC	028041000	39164	2022	\$ (3,760.36)	Overpayment	02/20/23
ROSE, DENNIS C	029103088	40508	2022	\$ (1,797.44)	Overpayment	02/09/23
DEVILBISS, MICHAEL D	030467000	42553	57 2022	\$ (1,322.51)	Overpayment	02/03/23

# Refund Report for Real Estate and Personal Property

(Refunds over \$100)

MONTH: FEBRUARY

DATE RANGE: 2/1/2023 - 2/28/2023

Submitted By: Becky Huff

Taxpayer Name	Parcel	Bill#	Bill Yr	Refund Amt	Reason	Date
WATSON BAILEY LLC	030643003	42738	2022	\$ (3,175.23)	Overpayment	02/20/23
CARAMBERIS, JAMES	031094000	43404	2022	\$ (2,914.97)	Overpayment	02/09/23
JONES, J. SCOTT	936453000	52356	2021	\$ (166.31)	Overpayment	02/09/23
HICKS MARINE AND FISHERIES LLC	937511000	53019	2022	\$ (285.08)	Boat sold	02/24/23
STARBUCKS CORPORATION	976419000	55808	2022	\$ (1,315.91)	Overpayment	02/03/23
<b>Total Refunds:</b>				<b>\$ (122,797.14)</b>		



# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

Feb 2023

Payee Name	Address 1	Address 3	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
ALLEN, JANE KAY	PO BOX 43	NAGS HEAD, NC 27959	C99	Tax	(\$160.19)	\$0.00	(\$160.19)
			T14	Tax	(\$114.99)	\$0.00	(\$114.99)
			T14MD6	Tax	(\$2.00)	\$0.00	(\$2.00)
						<b>Refund</b>	
ECONO CLEANING SERVICES INC	PO BOX 37	KILL DEVIL HILLS, NC 27948	C99	Tax	(\$90.88)	\$0.00	(\$90.88)
			T07	Tax	(\$72.62)	\$0.00	(\$72.62)
						<b>Refund</b>	
NAGLE, MICHAEL CURTIS	PO BOX 1092	NAGS HEAD, NC 27959	C99	Tax	(\$104.11)	\$0.00	(\$104.11)
			T14	Tax	(\$74.73)	\$0.00	(\$74.73)
			T14MD2	Tax	(\$37.17)	\$0.00	(\$37.17)
			T14MD4	Tax	(\$2.60)	\$0.00	(\$2.60)
			<b>Refund</b>			<b>\$218.61</b>	
WEAVER, WILLIAM SPENCER	2900 S LOST COLONY DR	NAGS HEAD, NC 27959	C99	Tax	(\$112.14)	\$0.00	(\$112.14)
			T14	Tax	(\$80.50)	\$0.00	(\$80.50)
						<b>Refund</b>	
						<b>Refund Total</b>	<b>\$851.93</b>



*DHHS - Social Services Adult Protective Services Essential Services Funding*

**Description**

This is to appropriate the Adult Protective Services Essential Services Funds. These funds are used to help county departments provide vital services to disabled adults for whom the need for protective services had been substantiated. These funds can be spent January 2023 to July 2023. Funds 100% federal. There is no effect on county dollars.

**Board Action Requested**

Approve Amendment

**Item Presenter**

n/a



---

# DARE COUNTY

---

## BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Revenues:</u>					
State & Fed Aid - Admin	103026	423001		1,580	
 <u>Expenditures:</u>					
APS Essential Services	104614	582100		1,580	

**Explanation:**

This is to appropriate the Adult Protective Services Essential Services Funds. These funds are used to help county departments provide vital services to disabled adults for whom the need for protective services had been substantiated. These funds can be spent January 2023 to July 2023. Funds 100% federal. There is no effect on county dollars.

**Approved by:**

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

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

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

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

*Finance only:*

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



**DIVISION OF SOCIAL SERVICES**

**APS Essential Services**

**FUNDING SOURCE: 1510-8004-TH**

**EFFECTIVE DATE: 1/1/2023**

**AUTHORIZATION NUMBER: 2**

**ALLOCATION PERIOD**

**FROM JANUARY 2023 THRU JUNE 2023 SERVICE MONTHS**

**FROM FEBRUARY 2023 THRU JULY 2023 PAYMENT MONTHS**

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	17,887.60	17,887.60	0.00	0.00	17,887.60	17,887.60
02	ALEXANDER	1,873.18	1,873.18	0.00	0.00	1,873.18	1,873.18
03	ALLEGHANY	2,949.74	2,949.74	0.00	0.00	2,949.74	2,949.74
04	ANSON	1,513.50	1,513.50	0.00	0.00	1,513.50	1,513.50
05	ASHE	1,939.05	1,939.05	0.00	0.00	1,939.05	1,939.05
06	AVERY	698.91	698.91	0.00	0.00	698.91	698.91
07	BEAUFORT	7,659.76	7,659.76	0.00	0.00	7,659.76	7,659.76
08	BERTIE	2,072.80	2,072.80	0.00	0.00	2,072.80	2,072.80
09	BLADEN	3,300.39	3,300.39	0.00	0.00	3,300.39	3,300.39
10	BRUNSWICK	4,231.22	4,231.22	0.00	0.00	4,231.22	4,231.22
11	BUNCOMBE	24,541.45	24,541.45	0.00	0.00	24,541.45	24,541.45
12	BURKE	4,886.87	4,886.87	0.00	0.00	4,886.87	4,886.87
13	CABARRUS	3,943.90	3,943.90	0.00	0.00	3,943.90	3,943.90
14	CALDWELL	9,061.39	9,061.39	0.00	0.00	9,061.39	9,061.39
15	CAMDEN	292.69	292.69	0.00	0.00	292.69	292.69
16	CARTERET	5,489.16	5,489.16	0.00	0.00	5,489.16	5,489.16
17	CASWELL	839.21	839.21	0.00	0.00	839.21	839.21
18	CATAWBA	10,002.45	10,002.45	0.00	0.00	10,002.45	10,002.45
19	CHATHAM	2,583.13	2,583.13	0.00	0.00	2,583.13	2,583.13
20	CHEROKEE	2,126.26	2,126.26	0.00	0.00	2,126.26	2,126.26
21	CHOWAN	1,326.83	1,326.83	0.00	0.00	1,326.83	1,326.83
22	CLAY	1,559.81	1,559.81	0.00	0.00	1,559.81	1,559.81
23	CLEVELAND	5,816.29	5,816.29	0.00	0.00	5,816.29	5,816.29
24	COLUMBUS	3,522.45	3,522.45	0.00	0.00	3,522.45	3,522.45
25	CRAVEN	6,157.52	6,157.52	0.00	0.00	6,157.52	6,157.52
26	CUMBERLAND	15,090.19	15,090.19	0.00	0.00	15,090.19	15,090.19
27	CURRITUCK	517.63	517.63	0.00	0.00	517.63	517.63
28	DARE	1,579.99	1,579.99	0.00	0.00	1,579.99	1,579.99
29	DAVIDSON	7,814.89	7,814.89	0.00	0.00	7,814.89	7,814.89
30	DAVIE	5,806.95	5,806.95	0.00	0.00	5,806.95	5,806.95
31	DUPLIN	2,941.73	2,941.73	0.00	0.00	2,941.73	2,941.73
32	DURHAM	13,230.36	13,230.36	0.00	0.00	13,230.36	13,230.36
33	EDGECOMBE	5,677.33	5,677.33	0.00	0.00	5,677.33	5,677.33
34	FORSYTH	8,413.02	8,413.02	0.00	0.00	8,413.02	8,413.02
35	FRANKLIN	2,820.96	2,820.96	0.00	0.00	2,820.96	2,820.96
36	GASTON	42,022.70	42,022.70	0.00	0.00	42,022.70	42,022.70
37	GATES	400.03	400.03	0.00	0.00	400.03	400.03
38	GRAHAM	224.79	224.79	0.00	0.00	224.79	224.79
39	GRANVILLE	2,155.21	2,155.21	0.00	0.00	2,155.21	2,155.21
40	GREENE	910.07	910.07	0.00	0.00	910.07	910.07
41	GUILFORD	9,325.16	9,325.16	0.00	0.00	9,325.16	9,325.16
42	HALIFAX	3,735.96	3,735.96	0.00	0.00	3,735.96	3,735.96
43	HARNETT	2,504.89	2,504.89	0.00	0.00	2,504.89	2,504.89
44	HAYWOOD	4,972.42	4,972.42	0.00	0.00	4,972.42	4,972.42
45	HENDERSON	9,650.03	9,650.03	0.00	0.00	9,650.03	9,650.03
46	HERTFORD	1,854.64	1,854.64	0.00	0.00	1,854.64	1,854.64
47	HOKE	2,279.84	2,279.84	0.00	0.00	2,279.84	2,279.84



*Billing Services for Dare Water Department*

**Description**

The attached contract is for billing services provided by Everview an OSG Company.

Everview billing services will allow customers the option to have their bills emailed, giving the customer more flexibility and options. Emailed bills will save on postage and allow customers to view their past bills and history on-line for 24 months.

**Board Action Requested**

Contract Approval

**Item Presenter**

Pat Irwin, Utilities Director



## OSG MASTER SERVICES AGREEMENT

This OSG Master Services Agreement (“Contract”) made effective as of January 9, 2023 is between **Output Services Group, Inc., doing business as EverView, including its subsidiaries and other affiliated entities (jointly referred to as “EverView”)**, with its place of business at 775 Washington Avenue, Carlstadt, NJ 07072, and **Dare County Water Department (“Client”)**, with its place of business at 600 Mustian Street, Kill Devil Hills, NC 27948. Collectively, OSG and Client shall be referred to as “Parties” and individually each shall be referred to as “Party”.

WHEREAS, the Client desires to engage OSG, and OSG agrees to provide the Client with Services in accordance with the terms of the Contract.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto agree as follows:

### 1) SCOPE OF THE CONTRACT

- a) OSG agrees to provide the Client with services as described in Exhibit B (“Services”), and Client agrees to purchase the Services exclusively from OSG.
- a) Notwithstanding anything to the contrary contained herein, the Parties hereto acknowledge and agree that OSG may, and is expressly permitted to, at its option and in its sole discretion, subcontract or delegate the performance of any or all of its duties or obligations hereunder, in whole or in part, to any of its subsidiaries or Affiliates. For purposes hereof, “Affiliates” means any person or entity that directly or indirectly controls, is controlled by or is under common control with a person or entity, and “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies a person or entity, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have correlative meanings.

### 2) TERM

- a) The term of this Contract shall begin with the Client’s first live production run with OSG or August 1, 2023, whichever date occurs first, and shall continue for a period of twelve (12) months (“Initial Term”). At the end of the Initial Term, the Contract shall automatically renew for successive twelve (12) month terms (“Renewal Term”), unless either Party provides notice of non-renewal at least ninety (90) days prior to the end of the current Term of the Contract.

### 3) PRICING AND BILLING

- a) The fees for the Services shall be listed in the attached Exhibit B (“OSG Prices”).
- b) OSG may change or increase the fees set forth herein at any time to reflect changes in rates from the postal authorities (“Postal Charges”). Postal Charges may include changes made by the postal authorities to the actual postage rates or to the presort discounts. OSG may also increase prices set forth herein by the greater of 5.0% or Producer Price Index published by the U.S. Bureau of Labor Statistics no more than once every 12 months by delivering written notice of such increase at least thirty (30) days prior to the effective date of said increase. OSG may apply a monthly surcharge which will be measured against the Producer Price Indices published by the U.S. Bureau of Labor Statistics that correlate directly to OSG’s production cost components. In the event that OSG sends notice of its intent to raise prices by an amount greater than permitted above, Client may terminate this Agreement by providing written notice of termination which shall take effect no later than ninety (90) days following the



date of the OSG price increase notice. Client must pay the increased pricing through the date of termination.

- c) All invoices for Services, including processing fees, and any costs and expenses, shall be due and payable in full by Client upon receipt. OSG will not continue production or provision of the Services if an invoice is thirty (30) days or more past due.
- d) In the event of any good faith dispute with respect to any invoices, Client shall provide notice of such dispute to OSG no later than thirty (30) days after receipt of the invoice. In the event that an invoice is disputed in accordance with the provisions of this subsection, the parties agree that they shall cooperate in good faith to resolve such dispute prior to the due date. In the event that the dispute is not so resolved and unless OSG agrees otherwise in writing, Client shall pay all undisputed amounts to OSG on the due date.
- e) The Client shall be responsible for payment of all applicable federal, state, and local taxes, including, but not limited to sales, excise, use and taxes. Exemption from tax payment will be allowed if the Client presents written proof of exemption and a valid tax exemption number.
- f) All invoices shall be payable to OSG in the form of checks, ACH or wire transfers.
- g) If the Client defaults or fails to make any payment as scheduled, OSG shall have the right to immediately cease all production.

#### **4) COSTS AND EXPENSES**

- a) Client shall be responsible for the payment of all costs and expenses incurred by OSG, including, but not limited to expenses for: postage, shipping, freight, paper, electronic forms, envelopes, flats, and other required supplies in connection with providing the Services in accordance with the terms of this Contract.
- b) Client shall provide to OSG a postage deposit equaling two (2) months of estimated postage which shall be due and payable two (2) weeks prior to the first scheduled production run. Costs and expenses for postage, shipping and freight shall be included in Client's invoices. OSG, in its sole discretion, reserves the right to monitor and increase or decrease the required deposit by Client.

#### **5) REPRESENTATIONS AND WARRANTIES**

- a) OSG and the Client jointly and severally represent, warrant, and agree as follows:
  - i) they have the full legal right, power, and authority to enter into this Contract and to consummate all the transactions contemplated herein;
  - ii) that in executing and delivering this instrument, they do so freely and voluntarily, with full legal competency to the best of their knowledge, having received adequate independent legal advice from legal counsel, if desired, and under no duress, pressure or coercion which could negate or adversely affect the intentions of the parties as expressed herein; and
  - iii) that this Agreement, and every covenant, promise, representation, warranty, and agreement herein, shall be fully binding upon and shall inure to the benefit of the respective heirs, successors, representative, assigns, parents, subsidiaries, and other affiliates, of each Party hereto.



- b) Client represents, warrants, and covenants as follows: (i) Client is the sole and exclusive owner of the Client Content (as defined below) delivered to OSG by Client hereunder, including but not limited to the Client's trademarks, service marks, trade names, logos, other indicia of source, affiliation, or sponsorship (and/or has the right and power to license to OSG such Client Content); (ii) Client will, and will cause its Customers and its and their personnel to comply with the terms and conditions of use applicable to the Services; (iii) the licenses granted by Client hereunder do not and will not (1) breach, conflict with or constitute a default under any agreement or other instrument applicable to Client or binding upon its assets or properties or (2) infringe upon any trademark, trade name, service mark, copyright or other proprietary right of any other person or entity; (iv) neither it nor any of its officers, directors, controlling owners or employees are located in any U.S. embargoed country, named as a "Specially Designated National" or "Blocked Person" as designated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or are otherwise blacklisted by any instrumentality of the U.S., and (v) Client has obtained all consents from any users or other individuals required by applicable law for OSG to use the Client Content in connection with the Services.
- c) OSG represents, warrants, and covenants as follows: Client retains ownership of Client's Confidential Information and any data, information, content, or materials, in any form or medium, provided or submitted to OSG by or on behalf of Client or its customers through the operation of the Services, as well as user level data that is generated from use of OSG products and Services., including behavioral data related to campaign response and payment activities such as time to pay and method of payment, ("Client Content") and all intellectual property rights therein, subject to the rights and permissions granted hereunder. Client hereby grants to OSG a royalty-free, transferable nonexclusive license to use the Client Content for performance of the Services, including for billing and metering purposes.

## **6) Statistical Analyses.**

Notwithstanding anything in this Contract to the contrary, OSG may collect and analyze data and other information relating to the provision, use and performance of the Services, including, without limitation, information relating to Client Content (collectively "Service Data"), including but not limited to, through the use of tags, pixels, cookies or similar technologies. OSG has the right, during and after the Term, to use the Service Data (a) to improve and enhance the Services and for other diagnostic and corrective purposes in connection with the Services, (b) for benchmarking and creating statistical, research and marketing analyses, surveys, reports and studies, and (c) for the development, licensing and distribution of current and future OSG products and services (collectively, "OSG Use Cases"). Client grants to OSG a non-exclusive, perpetual, irrevocable, worldwide license to use, compile, license and distribute non-personally identifiable Service Data, in aggregate and blinded formats that do not identify, reference, or imply an association with Client or its customers, in connection with the OSG Use Cases.

## **7) DATA INTEGRITY**

To enhance the security of Client data, Client agrees that it is in its best interest to encrypt all data sent to OSG at both the file level, using PGP or equivalent, and at the transmission protocol level, using SFTP, FTPS, VPN, Connect Direct, or equivalent and agreed-upon protocols, and that it will follow such protocols and procedures to ensure the security and confidentiality of all data sent to OSG. Client further agrees to provide appropriate control totals at the file level and daily data transmission level to OSG to ensure the accuracy and integrity of data sent to OSG. OSG agrees to implement decryption and balancing routines to ensure the integrity of files received from Client and validate that such files contain the expected record counts and control totals before commencement of further processing. Client shall accept responsibility for any potential risks associated with the transmission of unencrypted data or data provided without appropriate control totals including, but not limited to, a loss of data, data breach, or inaccurate processing directly related to the lack of control totals and associated balancing not caused by OSG.



## **8) RELATIONSHIP BETWEEN THE PARTIES**

- a) It is acknowledged and agreed that OSG shall not be considered an agent, employee, or representative of the Client. OSG shall not act on behalf of the Client, except as otherwise agreed upon herein. Nothing herein shall be construed in any way to constitute a partnership, joint venture, agency or any other special relationship between OSG and the Client, nor is it the intention of the Parties to establish any such relationship.
- b) Neither OSG nor the Client is granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of, or in the name of the other, or to bind the other in any manner or thing whatsoever, without the prior written approval of a duly authorized representative of the other.
- c) The Parties shall each use reasonable efforts to take all actions as the other may from time-to-time reasonably request and to otherwise cooperate with the other to avoid or minimize any delay or impairment of the performance of the other's obligations under this Contract.

## **9) LIMITATION OF LIABILITY/INDEMNIFICATION**

- a) Except for acts constituting fraud, willful misconduct, or gross negligence, OSG, its shareholders, principals, directors, officers, agents, employees, and representatives shall not be liable for any damages arising out of the performance of OSG's obligations under this Contract. Notwithstanding the foregoing, under no circumstances will OSG be liable for the damages arising out of the performance of its obligations hereunder or damages arising out of this Contract to the extent that said damages exceed the fees (excluding postage costs and taxes) paid by Client to OSG for the specific Services from which the claim or liability arises during the six (6) months immediately preceding the date on which the claim or liability accrued.
- b) Except as provided herein, Client acknowledges and agrees to defend, indemnify and hold harmless OSG and its affiliates and its and their respective shareholders, principals, directors, officers, agents, employees and representatives for any all claims, demands, debts, liabilities, obligations, costs, expenses, damages, actions or causes or actions, of whatsoever kind or nature, whether known or unknown, without limitation, arising out of or in any way connected to the Client Content (including messages and materials transmitted or distributed by OSG to third parties on behalf of Client) or the Service Data, or an act, omission, or breach of this Contract by Client, or arising out of or in any way connected with the performance by OSG of its obligations under this Contract.
- c) Notwithstanding anything to the contrary contained herein, OSG shall not be held liable for failure to carry out, or delay in carrying out, such arrangements and services as outlined in or contemplated by this Contract which cannot be carried out due to acts of God or government authorities, fire, strikes, curtailment of transportation, major construction, outbreaks, epidemics, pandemics, civil disorders, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, or lockouts, labor shortage, supply shortage or unavailability, or other conditions or events outside of the reasonable control of OSG (each of the foregoing, a "Force Majeure Condition"). If any of the above Force Majeure Conditions were to occur and OSG is unable to carry out Services for a period of thirty (30) consecutive days due to the continuation thereof, either Party may terminate this Contract without any fee or penalty to the other, provided that upon termination Client shall be obligated to pay to OSG all fees and other amounts then due and owing.
- d) Except as prohibited by Law, neither Party nor its respective affiliates, suppliers, consultants or contractors shall be liable for any special, incidental, consequential, indirect or punitive damages or liabilities for any cause whatsoever arising out of or relating to this Contract, including all Statements of Work, attachments or amendments thereto, whether in contract or tort or by way of indemnity or otherwise, including a breach thereof or including damages or liabilities for lost profits, lost revenues (except Fees and other amounts due to OSG from Client), loss of use, loss of goodwill, loss of reputation,



loss or destruction of data, costs of recreating lost data, the cost of any substitute equipment, program, or data, regardless of whether the possibility of such damages or liabilities have been communicated to a party and regardless of whether a party has or gains knowledge of the existence of such damages or liabilities.

## 10) CONFIDENTIALITY

- a) Except as provided herein, OSG, its employees, agents, and representatives shall use reasonable care to preserve the strict confidentiality of all information obtained from the Client, including but not limited to any customer lists and information, financial data or other information designated in writing by the Client as proprietary information ("Client Information").
- b) Except as provided herein, the Client, its employees, agents and representatives shall use reasonable care to preserve the strict confidentiality of all information obtained from OSG, including but not limited to any OSG policies, processes, and procedures, pricing, operating programs, computer programs, customer related information, data or other information, other information designated in writing by OSG as proprietary information, and any other information or documentation which a reasonable person would consider non-public and proprietary (the Client Information and the OSG Information shall be referred to collectively as the "Confidential Information").
- c) Neither Party shall use the Confidential Information for any purpose other than the performance of that Party's obligations hereunder nor disclose such information to any third party, without the prior written consent of the other Party hereto; provided, however, that the obligation to keep the Confidential Information confidential shall not be applied to information and data that:
  - i) is already lawfully in the possession of the disclosing Party, and is not subject to any confidentiality provisions;
  - ii) is or hereafter becomes a matter of public knowledge or is available in the public domain independent of any disclosure by the disclosing Party;
  - iii) is thereafter acquired lawfully from a third party who is not subject to any confidentiality provisions;  
or
  - iv) the disclosing Party is legally obligated to disclose.

## 11) TERMINATION

- a) Either OSG or Client may terminate this Contract at any time by giving the other Party written notice of such termination, upon the occurrence of any of the following:
  - i) any material breach of any of the terms or conditions hereof having been committed by either Party, if the breaching Party fails to remedy such breach within thirty (30) days after receipt of written notice thereof from the non-breaching Party; or
  - ii) the bankruptcy or insolvency of either Party, including, but not limited to any of the following: assignment for the benefit of creditors, inability to pay debts when due, commencement of procedures for compulsory reorganization, and management or significant assets or property being involuntarily taken over in whole or in part by any governmental office, agency, or authority; or
  - iii) the mutual consent of the Client and OSG to terminate this Contract.
- b) In the event that OSG terminates this Contract in accordance with paragraph 11(a)(i) herein, or if the Client terminates this Contract for any reason other than those specified in paragraph 11(a)(i) prior to satisfying its Minimum Commitment, the Client agrees that it shall be liable to OSG for liquidated damages ("Liquidated Damages") for its early termination, it being understood and agreed to by the Parties that the measure of actual damages noted would be difficult to determine. The Liquidated





Damages shall be an amount equal to the product of (a) the Minimum Commitment and (b) the sum of the number of months remaining in the term of the Contract and the number of months that any invoices remain unpaid by the Client.

- c) Nothing herein shall be construed to limit or otherwise affect the rights and remedies of OSG at law or in equity under this Contract, or if the Client terminates this Contract.
- d) In the event of termination of this Contract by either Party, the rights and obligations of each Party hereunder shall cease, except the obligation of the Client to pay to OSG any accrued but unpaid compensation or expense reimbursement. In addition, each Party shall promptly return all data, information, programs, materials, and other property held by it in connection with the performance of its obligations hereunder, and the confidentiality provisions defined in paragraphs 8(a), 8(b) and 8(c) herein shall remain in full force and effect for a period of one (1) year.

## 12) NOTICES

- a) All notices or other communications between the Parties hereunder shall be in writing, and shall be delivered, or sent via first class mail and/or national overnight courier to the following addresses:

to OSG:

900 Kimberly Drive  
Carol Stream, IL 60188  
Telephone: (630) 597-9100  
Attn: Legal Department

to CLIENT:

600 Mustain Street  
Kill Devil Hills, NC 27948  
Telephone: (252) 475 5601  
**Attn: Jessica King**

- b) Either Party may change its address at any time by giving notice to the other Party in the manner provided in this section.
- c) Notices sent via first class mail shall be deemed to have been given at the time when mailed, enclosed in a registered or certified, postage pre-paid envelope addressed to the Party at the respective addresses set forth in this Contract, or to such other address which may have been fixed by notice, provided, however, that any change of address shall be effective only upon receipt.

## 13) DISPUTE RESOLUTION

- a) If a dispute arises between or among the Parties directly or indirectly arising out of or concerning the meaning or interpretation of this Contract, the Parties shall first attempt to settle such dispute through friendly discussion. If such dispute cannot be resolved in such manner, the matter shall be submitted to binding arbitration.
- b) Any arbitration proceeding shall be conducted within the state of New Jersey, in accordance with the procedural rules of the American Arbitration Association. The decision of the arbitrator may be appealed to a court of competent jurisdiction in accordance with the laws of the state of New Jersey.
- c) Any action or proceeding, including but not limited to any arbitration or litigation, directly or indirectly arising out of or concerning the meaning or interpretation of this Contract shall be settled in the state of New Jersey, United States of America, and the Parties expressly submit to and consent that the courts and authorities of the state of New Jersey shall have exclusive jurisdiction over any such arbitration or litigation. The Parties hereby consent to service, jurisdiction and venue of such courts for any litigation.
- d) In the event that any action or proceeding, including, but not limited to an arbitration or litigation, is commenced between Client and OSG concerning this Contract regarding the rights and duties of either of the Parties under this Contract, then the Party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fees in such



action or proceeding which may be determined by the arbitrator or court in such action or proceeding or in a separate action brought for that purpose.

**14) CONFLICTS OF INTEREST**

The Client acknowledges and agrees that it shall obtain the Services or similar services exclusively from OSG. The Client shall not directly or indirectly enter any contracts with persons who are in direct competition with OSG for the purposes of providing the same or similar services as the Services without the prior written consent of OSG.

**15) GOVERNING LAW; VENUE**

Any legal suit, action, or proceeding arising out of or relating to this Contract or the transactions contemplated hereby shall be instituted in U.S. District Court for the District of New Jersey or the courts of the State of New Jersey in each case located in the County of Bergen, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

**16) MODIFICATION AND ASSIGNMENT**

- a) This Contract may not be modified or terminated orally, and no modification, termination or alteration shall be valid unless in writing signed by the Party against whom enforcement is sought.
- b) Neither Party shall assign any of its rights or obligations, or this Contract in whole or in part, to a third party without obtaining the express, prior written consent of the other Party, which consent may be withheld for any reason whatever, and any attempted assignment by either Party without such prior written consent will be ineffective and will constitute a breach of this Contract.

**17) COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and shall be fully binding and effective.

**18) ENTIRE CONTRACT**

This document constitutes the entire agreement between the Parties relating to the Services, and the Parties agree that there are no other understandings or Contracts between them whatsoever relating to the Services.

**19) HEADINGS**

The headings used in this Contract are for convenience only and shall not be used to interpret or construe any of its provisions.

{SIGNATURE PAGE TO FOLLOW}



IN WITNESS WHEREOF, the Parties hereto, each acting with proper authority, have executed this Contract as of the Effective Date.

OUTPUT SERVICES GROUP, INC. d/b/a EVERVIEW	CLIENT
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. 3/13/2023

*Sally Detosse*



**EXHIBIT A**  
**OSG Control Standards**

**I. Inventory Controls**

- A. Inventory controls are maintained by OSG.
- B. Paper and Envelope stock will be supplied as part of the OSG packaged services
- C. Items included are:
  - 1. 24lb. OCR or ink jet treated paper
  - 2. # 10 large single window envelope
  - 3. 6 x 9.5 large single window envelope
  - 4. 9 x 12 large single window envelope
  - 5. # 9 single window business reply envelope
- D. OSG may modify or substitute supplies necessitated by supply chain constraints.

**II. Input Controls**

- A. Customer completes the on-line work order (includes file specific information)
- B. Successful transmission is indicated when system provides user with 8-digit number (ticket number)
- C. Processing commences:
  - 1. Page and invoice counts are verified against customer counts from on-line work order
  - 2. Addresses are verified for deliverability and postal coded for presort mail discounts
- D. Pre-production sampling is performed to check the accuracy of the invoice dates, messages, alignment, etc.
- E. Once all input controls are verified, the file is scheduled for production

**III. Printing Controls**

- A. High Speed Printers are utilized within OSG's Customized Workflow System
- B. Throughout the printing process:
  - 1. Monitor print quality and output sequences.
  - 2. Final review of output, and verification of presort mailing information
- C. Reprint any invoices via account recovery program
- D. Provide accurate workflow tracking throughout the process

**IV. Inserting Controls**

- A. Pre-production machine inspection insures proper material use
- B. Verify control totals to ensure all printed pages are inserted
- C. "Intelligent" inserters electronically monitor insertion and folding integrity through out
- D. Postage totals are verified after each mailing
- E. Ability to monitor piece, set, and set to set integrity



F. Verify all totals prior to release to the post office

**V. Turnaround Commitments**

Files available to OSG by 8:00 AM EST, will be processed, printed, and mailed within two (2) business days thereafter. Complex insertion requirements may require different turnaround times to be mutually agreed upon by the parties.



**EXHIBIT B**

**SERVICES PROVIDED OSG WILL PROCESS, PRINT AND MAIL UTILITY BILLS**

<b>Print &amp; Mail</b>	\$ <b>0.131</b>
8.5 x 11, 24 lb. white paper, color ink, duplex printed, processing, printing, folding, inserting, standard #10 outer envelope, standard #9 remit envelope, delivery to USPS.	Per Piece
<b>Extra Pages (overflow pages)</b>	\$ <b>0.05</b>
<b>9x12 Envelopes</b>	\$ <b>0.35</b>
These envelopes are used if there are more than 6 sheets + a return envelope going to one customer.	Per Envelope
<b>Householding</b>	\$ <b>0.05</b>
When a resident is going to receive more than one bill, we combine them into a single envelope to save you on postage costs	Per Piece
<b>Address Correction</b>	\$ <b>500</b>
Address correction includes: NCOA, CASS, LACS, & DPV correction. A report of all addresses identified or corrected will be provided to the Town at no additional fee.	Per year
<b>Online Archive</b>	\$ <b>500</b>
24/7 accessible online archive of all documents produced for the Water Department. This archive would allow the Water Department staff to look up, email, and print individual records at a moment's notice directly from within the archive.	Per year 18-month duration
<b>E-Statements</b>	\$ <b>0.10</b>
EverView to send e-statements on the Water Authority's behalf.	Per e-Bill
<b>Special Programming</b>	\$ <b>125.00</b>



Per hour - does not include setup or small changes	Per Hour
<b>Special Graphics Changes</b>	<b>\$ 75.00</b>
Per hour - does not include setup or small changes	Per Hour



*Zacchaeus Legal Services - Tax Collection*

**Description**

Zacchaeus Legal Services has provided Dare County with collection of delinquent real estate tax services since 2012. See Tax Foreclosure Attorney Agreement next page.

**Board Action Requested**

Approve and authorize the County Attorney to sign Agreement

**Item Presenter**

Becky Huff, Tax Collector



## TAX FORECLOSURE ATTORNEY AGREEMENT

This agreement, made and entered into this the \_\_\_\_ day of January, 2023, by and between County of Dare, hereinafter referred to as County, and Mark D. Bardill, P.C., a North Carolina professional corporation, trading as Zacchaeus Legal Services, hereinafter referred to as Attorney, shall be for the legal services to be provided for foreclosure actions on delinquent real property taxes due to the County, and to this end, the parties hereto make the following recitals:

### WITNESSETH:

WHEREAS, Attorney has in excess of thirty-five years of experience serving as Special Tax Attorney for the Counties of Onslow, Jones, Craven, Lenoir, Beaufort, Wilson, Warren, Chatham, Lee, Cabarrus, Scotland, Tyrrell, Forsyth, Iredell, Yadkin, Gates, Dare, Richmond, Washington, Catawba, Chowan, Guilford, Hertford, Pamlico, Northampton, Moore, Franklin, Perquimans, Robeson and the Towns of Jonesville, Wallace, Columbia, Rose Hill, Yadkinville, Dobbins Heights, Gibsonville, Plymouth, Hoffman, Farmville, Maxton, Roper, Hertford, Pembroke, Williamston, Ellerbe, Red Springs and the City of Lumberton; and

WHEREAS, Attorney has served as the County's Special Tax Attorney since 2013 and during its service has collected considerable amounts of delinquent revenue at a very low cost, ensuring fairness to those taxpayers who pay their taxes on time and avoiding increases in the tax rate by collecting taxes that are already on the books; and

WHEREAS, tax foreclosure is a certain and special area of practice and any attorney who serves as a Special Tax Attorney must provide specially trained staff, must advance thousands of dollars in costs and must dedicate other resources in order to successfully complete the foreclosure assignments made to it; and

WHEREAS, to support these specially trained staff, advanced costs and other dedicated resources, Attorney needs to extend the contract with County to serve as its special tax attorney for a term of no less than two (2) years (in actuality, two years and three and one-half months so as to synchronize the term of this agreement with the fiscal year).

NOW, THEREFORE, for good and valuable consideration, and upon the agreements, conditions, and covenants found herein, the parties hereto agree as follows:

1. County shall retain Attorney to initiate foreclosure actions on all parcels with delinquent County taxes assigned to Attorney in batches on or before the 1<sup>st</sup> day of every during the term of this agreement, or at different intervals, upon mutual agreement of the parties hereto.
2. The Tax Collector shall provide to the Attorney the name of the delinquent taxpayer, the most recent address on file, the total delinquent taxes, including interest and penalties by year and a map of the parcel with its identification number. This information shall be in the form of a computer printout and GIS Map, with other information provided as available.

3. All related work and filing of foreclosure actions shall take place within one hundred eighty (180) calendar days from the date that the Tax Collector transmits the initial information outlined in Paragraph 2 above and the request for foreclosure to the Attorney; however, if for some reason, the foreclosure action is not filed within one hundred eighty (180) calendar days from the date of transmittal, Attorney shall submit a written statement to the Tax Collector as to the reason why the action has not been filed. If a Taxpayer tenders payment in full prior to the filing of the complaint, the Tax Collector must accept payment and no attorney fees are due from the Taxpayer. Provided, however, should the Tax Office fail to inform the Attorney that a parcel has been paid in full while Attorney continues to work on preparing the case for filing, then in that event the Tax Office shall pay Attorney the standard per parcel fee as set forth in Paragraph 6 (as reduced by Paragraph 9 and/or increased by Paragraph 10, if applicable), and all incurred expenses, copy charges, and the like, including but not limited to those set out in Paragraph 12, even though the case has not been filed.

4. The Attorney shall notify the Tax Collector, in writing, immediately upon the filing of a foreclosure complaint with the Office of the Clerk of Superior Court. Attorney and County acknowledge and agree that heretofore, the payment of the fee to file tax foreclosure cases in the Office of the Clerk of Superior Court and for in-County service by the Sheriff has been deferred pursuant to N.C.G.S. Section 105-374(i). Should the laws of North Carolina be changed so that payment of said fees can no longer be deferred or should the Clerk of Court of Dare County or the Sheriff of Dare County refuse to adhere to said statute, County agrees to immediately advance said fees upon request by Attorney.

5. The Attorney shall bring the foreclosure to conclusion within two years after filing said foreclosure action with the Clerk of Court's office; however, if for some reason, the foreclosure action is not concluded within two years of filing, Attorney shall submit a written statement to the Tax Collector as to the reason why the action has not been concluded.

6. The Attorney shall be compensated in each foreclosure action in accordance with procedures set forth in the North Carolina General Statutes, Chapter 105 as ordered by a District or Superior Court Judge, or as agreed between the instant Taxpayer and Attorney. Attorney shall be guaranteed compensation for foreclosure on each parcel in the amount of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) plus all incurred expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like, including but not limited to those set out in Paragraph 12. Attorney shall be paid said compensation and incurred expenses upon redemption of the parcel from foreclosure or as part of the amount paid to purchase the property at sale. Notwithstanding any other provision in this Agreement, for any parcel for which the Attorney files for foreclosure on behalf of the County and on behalf of any municipal unit of government, or for which the Attorney ultimately represents the County and any municipal unit of government in a foreclosure initially filed on behalf of just one of those jurisdictions, including where the taxes of a municipality are placed in the hands of the County Tax Collector pursuant to NCGS Section 105-354, (hereinafter "joint representation"), the compensation guaranteed to Attorney shall be One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) plus all expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like, including but not limited to those set out in Paragraph 12, the total amount of which is to be divided equally between the County and each such municipality in which Attorney is also its

Special Tax Attorney, and for those municipalities in which the County collects for the municipality pursuant to NCGS Section 105-354, as the interlocal agreement between the County and such municipality provides. If the Taxpayer applies to the District or Superior Court for determination of a reasonable attorney fee pursuant to the procedures set forth in the North Carolina General Statutes, Chapter 105, and the Court awards less than set forth herein per parcel, the County shall pay the balance of said compensation and incurred expenses within thirty (30) days of invoice.

County and Attorney agree that the attorney fee set out in this paragraph (as reduced by Paragraph 9 and/or increased by Paragraph 10, if applicable) plus all expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like, including but not limited to those set out in Paragraph 12, as totaled, shall be the "attorney fee" as contemplated by NCGS Section 105-374(i) and that Attorney shall not apply to the Court for an amount higher than this amount without the consent of the County.

7. The Attorney shall use its best efforts to be appointed the Commissioner in the Order of Foreclosure, and upon public sale of such property pursuant to the Order of Foreclosure as provided for in Chapter 105, the Attorney shall be entitled to a Commissioner's Fee, plus incurred expenses, in accordance with the schedule provided for in Chapter 105, as ordered by the District or Superior Court and approved by the Clerk of Superior Court. County and Attorney acknowledge and agree that there is currently pending in the General Statutes Commission of the North Carolina General Assembly a docketed issue to revise G.S. Section 105-374(i) to disallow the payment of the Commissioner's Fee under certain circumstances. If this docketed issue results in an enacted bill during the term of this Agreement, County and Attorney agree to make reasonable amendments to this Agreement so as to avoid loss to Attorney. Nevertheless, to assist the County in collecting all taxes due without reduction by the amount of the Commissioner's Fee, the Attorney agrees that as Commissioner, it shall be paid only to the extent available after payment of all amounts so ordered in the Order of Foreclosure plus the expenses incurred by the Attorney to advertise and give proper notice of public sale of such property. To this end, these expenses shall be added to the amount of taxes, fees and costs as ordered in the Order of Foreclosure to determine the opening bid by the County for purchase of such property from local funds. For purposes of illustration, compare the examples below where a typical 5% commission would be appropriate in a foreclosure with \$3,000.00 of taxes, \$1,500.00 of attorney fees and costs and \$500.00 of advertising/notice of public sale expenses (Total without Commissioner's Fee \$5,000):

Example #1 - County as High Bidder @ \$5,000

In this example, the County is paid in full for the taxes and interest which have accrued to the date the Order of Foreclosure is entered, the Attorney is paid in full for the attorney fees and costs incurred to the date of the Order of Foreclosure, the expenses incurred by the Attorney to advertise and give proper notice of public sale are paid, but no Commissioner's Fee is paid.

Example #2 - Other High Bidder @ \$5,100

In this example, all amounts outlined in Example #1 are paid, plus \$100.00 of the \$255.00 5% Commissioner's Fee is paid.

Example #3 - Other High Bidder @ \$5,500

In this example, all amounts outlined in Example #1 are paid, the \$275.00 5% Commissioner's Fee is paid, and \$225.00 is paid to the Clerk to hold as surplus from the sale.

Should the County elect to open bidding in an amount less than all amounts so ordered in the Order of Foreclosure plus the expenses incurred by the Attorney to advertise and give proper notice of public sale of such property, the County shall pay the Attorney a fixed fee of one hundred fifty and 00/100 dollars (\$150.00) per upset bid filed in the Clerk's Office pursuant to NCGS Section 1-339.25 in all foreclosure sales and resales until such time as the bidding reaches the amount that would have been bid if the County had bid in the amount of all amounts so ordered in the Order of Foreclosure plus the expenses incurred by the Attorney to advertise and give proper notice of public sale of such property. The Attorney shall invoice the County for the total amount of all upset bid fees in connection with a sale or resale upon termination of the upset bid period for that sale or resale. Provided, however, in the case of joint representation, this fee shall not be doubled but shall be the total fee allowed per upset bid.

County and Attorney acknowledge that the Court appoints Attorney as Commissioner and that as Commissioner, Attorney must adhere to the directions of the Court and carry out its duties thereto and that Attorney's compliance with the orders of the Court and Attorney's duties to County as its Attorney do not create a conflict under the State's ethics provisions for lawyers, or if a conflict is created, County does hereby consent as it is fully informed and familiar with the process and understands where conflicts may occur, but nonetheless consents. County and Attorney also acknowledge that the attorney fee allowed under NCGS Section 105-374 and for which County agrees to guarantee to Attorney hereunder, covers the period of Attorney's services from the date suit is filed against a parcel through obtaining and serving the judgment authorizing its sale. County and Attorney further acknowledge that Attorney's services after the judgment is served through the date the Final Account is approved and served, are compensated solely through any commission that is authorized by the Court and paid from funds available from the purchase price but only in those cases in which the parcel actually sells to a third party bidder and for an amount that exceeds the amount of the taxes, fees and costs allowed under NCGS Section 105-374. To this end, County and Attorney agree that County will not "pull" a parcel from sale after the judgment authorizing the sale is entered unless 1) County certifies in writing that all taxes, fees and costs allowed pursuant to NCGS Section 105-374 and this agreement, have been paid in full, or 2) County pays Commissioner the greater of one thousand (\$1,000) dollars or five (5%) per cent of the full appraised value of the parcel as assessed by the Dare County Tax Office. The purpose of this paragraph is to protect the Commissioner from being uncompensated for its services where a sale should go forward for lack of payment of all amounts due because County desires to delay or cancel the sale to allow more time for these amounts to be paid through a refinance, closing or other means.

8. If the Taxpayer files a petition in bankruptcy during the period any foreclosure action brought pursuant to this agreement is pending, the Tax Collector shall file, as part of its claim to the bankruptcy court, the fees, costs and expenses set forth herein, and shall pay Attorney the full amount of compensation and the incurred expenses to date within thirty (30) days of invoice. If the Taxpayer's petition is dismissed or a lift of the stay of bankruptcy court is obtained during the term of this agreement, Attorney agrees to proceed with the foreclosure and complete the remaining services due from it hereunder.

9. If the County assigns to the Attorney, in any one assignment, more than one parcel owned by the same Taxpayer or Taxpayer(s) and none other and encumbered by the same liens, the County's obligation to pay the compensation set forth in Paragraphs 6, 7 and 8 shall be based on the following per parcel charge: 2 to 5 parcels, the same amount as set forth above per parcel; 6 to 10 parcels, the same amount as set forth above less fifty (\$50.00) dollars per parcel, 11 or more parcels, the same amount as set forth above less one hundred (\$100.00) dollars per parcel, plus all costs and expenses. Provided, however, in the case of joint representation, such deductions shall not be doubled but shall be the total amount that the per parcel fee is reduced.

10. The Attorney shall not apply for fees over the amounts aforementioned except for unusual, novel, or difficult cases. County and Attorney acknowledge and agree that a major factor in such cases is a high number of parties as defendants or lienholders. To facilitate the efficient administration of this agreement as to such cases, without further review by the County and irrespective as to sole or joint representation of the County and its municipalities by Attorney, the following fee schedule shall apply according to the number of party defendants and lienholders involved:

16 – 20.....	\$2,700
21 - 25 .....	\$3,450
26 - 30 .....	\$4,200
31 - 35 .....	\$4,950
36 - 40 .....	\$5,700
41 – Over.....	Upon agreement with County on a case by case basis

In the event of an unusual, novel, or difficult case, other than those based purely upon the number of the parties involved, the County shall either provide reasonable additional compensation for the extra time necessitated by the unusualness, novelty, or difficulty. Attorney shall notify the Tax Office for approval before taking on extraordinary time and expense so as to make such application for additional fees necessary.

11. The County shall pay to the Attorney a fixed fee of Three Hundred Fifty Dollars and 00/100 (\$350.00) if a parcel is recalled before suit is filed or the standard per parcel fee as set forth in Paragraph 6 (as reduced by Paragraph 9 and/or increased by Paragraph 10, if applicable) if a parcel is recalled after suit is filed plus all incurred expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like, including but not limited to those set out in Paragraph 12, in the event of double listings, clerical, or other erroneous information provided by the Tax Collector to the Attorney, or legal, practical or administrative

problems discovered by the Attorney which result in legal impracticality or impossibility to effect proper collection remedies through foreclosure.

12. Costs, expenses, and the like, to the extent that they are ascertainable as of the time this Agreement is executed, are as follows: a) copies at \$ .25 per copy for those made at Attorney's office and as incurred by Attorney as to copies made elsewhere, *i.e.* register of deeds, clerk of court, *etc.*, with a minimum charge of \$.25 per copy, b) locator, obituary and genealogy tracing charges at the per item amount charged by the vendor providing the service, and if no per unit schedule is provided by the vendor, then at \$2.00 per inquiry made by Attorney, c) filing fees as set by statute, currently \$150 per suit, \$20 per notice filed, and \$15 per *alias & pluries* summons issued d) publication costs as incurred by Attorney according to the publishers' then current rate, e) service fees by certified and regular mail as set by the United States Postal Service, currently \$7.33 per envelope, plus digital mail service charge, f) service fees by North Carolina Sheriff as set by statute, currently \$30 per defendant/lienholder, and g) service fees by out of state service providers as set by that state's statute.

13. To ensure that the proper amount of delinquent taxes, interest, fees and costs are collected, the Attorney and the Tax Collector shall verify with one another the amount due at the time when, and if, the Taxpayer satisfies the tax lien after the complaint is filed but prior to foreclosure.

14. All funds collected shall be paid to the Tax Collector and shall be paid in the form of cash, bank check or certified funds. County shall immediately inform Attorney of the receipt of any such funds and the parcel to which they pertain. Any part of any such funds that represent attorney fees, service fees, copy charges, postage, publication costs, filing fees, and the like, including but not limited to those set out in Paragraph 12, shall be remitted to Attorney as part of the next ensuing regular disbursement by the County Finance Office.

15. Subject to the terms below, Attorney shall be the sole and exclusive special tax foreclosure attorney for the County during the term of this agreement. County shall use its best efforts to assign all of its parcels with delinquent property taxes to Attorney pursuant to the terms hereof during the term of this Agreement.

16. Attorney's services hereunder are limited to the general prosecution of foreclosure actions to collect delinquent taxes assessed against real property located in the County, including title search services, document preparation, court appearances to obtain orders of foreclosure by default judgment, judgment on the pleadings, summary judgment, appearances as Commissioner to sell property at public sale, and negotiation with Taxpayers in settlement of such actions. Attorney's services hereunder do not include preparation of and response to discovery, preparation and court appearances for trial or appeal and the County shall provide all such legal services. The intent of this provision is to ensure that the overwhelming majority of Attorney's time, talent and advanced expenses is involved in the prosecution of delinquent real property taxes on a volume basis, and that any case that involves an extraordinary amount of effort, such as in the preparation of a case for trial, that the County Attorney or his designee shall be responsible for the continued prosecution of such case.

17. This agreement shall be for the period beginning March 16<sup>th</sup>, 2023 and terminating on June 30<sup>th</sup>, 2025. After the initial term set out above, this Agreement shall renew itself automatically for two-year terms, unless either party shall give written notice no less than 90 days prior to the end of the then current term. Upon renewal, there will be a five (5%) per cent increase on all attorney fees set out hereunder. The intent of this provision regarding increases in attorney fees is to allow a two and one-half per cent (2 ½%) annual increase for each year of the contract, made upon each renewal of the term of the agreement.

COUNTY:

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

ATTEST:

\_\_\_\_\_  
Clerk

ATTORNEY:

\_\_\_\_\_  
President, Mark D. Bardill, P.C.

ATTEST:

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
County Finance Director

O:\Dare County Tax Office\Administrative\DARE COUNTY TAX FORECLOSURE ATTORNEY AGREEMENT - FY 22 - 24.docx



*Public Works - Bulk Fuel Purchases*

**Description**

Budget amendment follows to increase bulk fuel revenue and expenditures to compensate for the fuel price increase that has taken place.

**Board Action Requested**

Approve Budget Amendment

**Item Presenter**

Shanna Fullmer, Public Works Director



---

# DARE COUNTY

---

## BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Fleet Maintenance</u>					
<u>Revenues:</u>					
Bulk Fuel Reimbursements	463886	444602		630,000	
<u>Expenditures:</u>					
Bulk Fuel Purchases	464886	516200		630,000	

**Explanation:**

Increase bulk fuel revenue and expenditures to compensate for the fuel price increase that has taken place.

**Approved by:**

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

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

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

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

*Finance only:*

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



*Budget Amendment for Virginia S. Tillett Community Center*

**Description**

Due to increase in Dare to Scare 5k Race sponsorships and participants, toy drive donations, specific event donations increasing, and day trip participant fees this line item has increased.

**Board Action Requested**

Approval

**Item Presenter**

Sandy Pace, Director  
The Virginia S. Tillett Community Center

# ***DARE COUNTY***

## ***BUDGET AMENDMENT***

***F/Y 2022-2023***

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u>					
<u>Revenues:</u>					
Group Activities Fees	103659	441130		6,000	
 <u>Expenditures:</u>					
Group Activities Fees	104659	551610		6,000	

**Explanation:**

Due to increase in Dare to Scare 5k Race sponsorships and participants, toy drive donations, specific event donations increasing, and day trip participant fees this line item has increased.

**Approved by:**

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

Date: 4/3/23

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

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

*Finance only:*

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



*Advertise 2022 Tax Year Liens*

**Description**

The total unpaid Ad Valorem taxes as of March 27, 2023 are \$674,643.05. The Tax Collector will advertise unpaid taxes on Real Estate in the April 9, 2023 edition of the Coastland Times.

**Board Action Requested**

Order the Tax Collector to advertise the 2022 Real Estate tax liens.

**Item Presenter**

Becky Huff, Tax Collector



*Health & Human Services-Public Health Division  
Trillium Opioid Remediation Program Funding*

**Description**

The Public Health Division has received a grant from Trillium Health Resources, Opioid Remediations Program. Funding is to be used to purchase items used to help reduce the number of opioid related overdoses and deaths including naloxone, lock boxes and/or agreed upon items described in accordance to Attachment B of the contract, for the purpose of supporting opioid remediation programs.

**Board Action Requested**

Approve Budget Ammendment

A handwritten signature in blue ink, appearing to be "sfd", is written over the text "Approve Budget Ammendment".

**Item Presenter**

N/A

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department: Health & Human Services-Public Health					
<u>Revenues:</u>					
Trillium Health Svcs-Opioid Remediation	103052	464718	56001	\$15,460	
<u>Expenses:</u>					
Supplies-Substance Abuse	104600	513300	56001	\$15,460	

Explanation:

Received funding from Trillium Health Resources Opioid Remediation Program to purchase Nalaxone, Lock Boxes and Disposal Kits. Funding period is February 22, 2023 - June 30, 2023.

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

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

## ATTACHMENT A

### TRILLIUM HEALTH RESOURCES Contracted Services For

### DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH THE COUNTY OF DARE

**CONTRACT PERIOD: February 22, 2023 – June 30, 2023**

**THIS AGREEMENT** is made and entered into this the 22<sup>nd</sup> day of February, 2023 between **TRILLIUM HEALTH RESOURCES (“TRILLIUM”)**, an Area Authority organized and existing pursuant to North Carolina Statutes, Chapter 122C whose mailing address is 201 W. First Street, Greenville, NC 27858, and **DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH THE COUNTY OF DARE** (hereinafter referred to as the "CONTRACTOR"), whose mailing address is PO Box 669, Manteo, NC 27954 Phone Number 252-475-5027 and whose tax identification number (or social security number) is 56-6000293.

### WITNESSETH:

For and in consideration of the mutual promises hereinafter set forth, the parties intending to be legally bound do hereby agree as follows:

#### I. **CONTRACTOR RESPONSIBILITIES**

- A. The CONTRACTOR does hereby agree to provide the following services to TRILLIUM HEALTH RESOURCES:
1. CONTRACTOR agrees to purchase items used to help reduce the number of opioid related overdoses and deaths including naloxone, lock boxes and/or agreed upon items described in accordance to Attachment B, for the purpose of supporting opioid remediation programs in Trillium’s coverage area.

#### II. **TRILLIUM RESPONSIBILITIES**

- A. Trillium agrees to pay CONTRACTOR on a one time basis a maximum not to exceed **\$15,460.00** in State Non-UCR (Non-Unit Cost Reimbursement) Funds for the purchases set forth in Contractor Responsibilities.
- B. Funding not used during the effective dates of this contract will be considered for carry over funding.

#### III. **INVOICES AND REIMBURSEMENT**

- A. CONTRACTOR will
  1. Submit an invoice along with the receipt and order form showing the details of the purchase to Accounts Payable at [AccountsPayable@trilliumnc.org](mailto:AccountsPayable@trilliumnc.org)  
**OR**
  2. Submit a purchase quote detailing items to be purchased with the invoice to Accounts Payable at [AccountsPayable@trilliumnc.org](mailto:AccountsPayable@trilliumnc.org).
- B. CONTRACTOR will identify on the invoice the service(s) being reported and the Non-UCR Contract number associated with the invoice. For this invoice, CONTRACTOR

should use “**Opioid Remediation – Non-UCR Contract #0054T-000PC-FY23**” on the invoice.

- C. **Each invoice shall have an attestation/certification statement that states the following: “I hereby attest or certify that the services reported for payment are correct and have been performed according to the terms of the contract.” This statement shall be signed and dated by the CONTRACTOR.**
- D. Payment shall be made to the CONTRACTOR within thirty (30) days from the receipt date of approved, accurate, and complete invoicing.
- E. Invoices/billing documentation received after sixty (60) days from the deadline may be subject to slower processing times, or be at risk for unavailability of funds with the exception of fiscal year end, June 30th. All invoices for the fiscal year must be submitted by July 15th in order to receive reimbursement as funds for the fiscal year are unavailable to Trillium after July 27th.
- F. All assets purchased with these funds with a value of \$5,000.00 or more must be reported to Trillium Health Resources on a monthly basis. The reports must be submitted to Accounts Payable at [AccountsPayable@trilliumnc.org](mailto:AccountsPayable@trilliumnc.org).

### III. REPORTING REQUIREMENTS

- A. A report of all purchases will be required at the end of the fiscal year.

### IV. CONDITIONS

- A. It is expressly understood and agreed that in carrying out the services to be performed hereunder:
  1. The CONTRACTOR shall furnish, at CONTRACTOR's own cost and expense, CONTRACTOR's own materials and supplies required to carry out CONTRACTOR's duties hereunder, except as otherwise expressly provided in paragraph 2 above;
  2. Any and all other expenses incurred by the CONTRACTOR in performing the required services shall be at the CONTRACTOR's sole cost and expense;
  3. The CONTRACTOR will work at such times and for such hours as TRILLIUM HEALTH RESOURCES deems necessary for the fulfillment of the contract.
  4. The CONTRACTOR shall be an independent contractor and not an employee with respect to TRILLIUM, and the CONTRACTOR shall have all of the rights and duties, and all of the discretion normally associated with such relationship.
  5. If reimbursement of funds is required by Medicaid, the State of North Carolina or TRILLIUM, due to negligent record keeping, or documentation by the CONTRACTOR or a failure by the CONTRACTOR to comply with minimum standards, APSM 30-1, or to follow licensure or accreditation requirements or Medicaid requirements, the CONTRACTOR will be responsible for the reimbursement of all such funds including administrative overhead within 30 days of notification.
  6. TRILLIUM is required to provide to the CONTRACTOR all pertinent rules, regulations, standards and other information distributed by the Division necessary for the performance of the CONTRACTOR under the terms of the Contract. TRILLIUM is required to monitor the Contract to assure compliance with rules of the Commission and the Secretary, G.S. 122C-142 and other applicable laws and regulations.
  7. TERMINATION. This Agreement may be terminated under the following circumstances:
  8. TRILLIUM may terminate the Agreement immediately if funds granted for the program are revoked or terminated by the funding agencies in a manner beyond the



control of TRILLIUM for the duration of the Contract period. In this situation, any and all of the obligations of the TRILLIUM and the CONTRACTOR under this contract shall immediately cease.

9. The Contract may be terminated immediately by either party with cause upon written notice to the other party and with written documentation to the other party detailing the grounds for termination. TRILLIUM agrees to compensate the CONTRACTOR for services performed under this contract prior to the date of termination.
10. TRILLIUM may terminate this contract immediately upon notice to the CONTRACTOR, without cause, in its sole discretion. TRILLIUM agrees to compensate the CONTRACTOR for services performed under this contract prior to the date of termination.
11. If this Contract is for a period greater than thirty (30) days, it may also be terminated at any time upon mutual consent of both parties or after thirty (30) days upon notice of termination by one of the contracting parties.
12. If a dispute arises between CONTRACTOR and TRILLIUM with regard to the terms of this Agreement, and such dispute cannot be resolved by mutual agreement, TRILLIUM shall exercise its rights of termination under subparagraph (b) above.
13. The parties hereto agree that TRILLIUM may, in its discretion, withhold from any or all of the payments made pursuant to paragraph 2 hereof any amounts which TRILLIUM deems necessary for compliance with any state or federal laws or regulations, including without limitation, the Internal Revenue Code, as amended.
14. The CONTRACTOR and TRILLIUM shall indemnify and hold harmless each other and their designated representatives from any and all claims, suits, actions, and liabilities caused by the CONTRACTOR's performance of work pursuant to this Agreement.
15. In addition to the foregoing, the following terms and conditions shall be a part of this contract:
  - a. Contractor agrees to acknowledge "Trillium Health Resources" as the funding source in any brochures, advertising, trainings, or other information distributed to the public. Contractor must only use Trillium Health Resources'-provided logos on any websites and/or printed materials dedicated to the program. Contractor should not use the Trillium Health Resources name on any literature without obtaining prior written approval from Trillium Health Resources' Communications team; please request logos and send all materials for review to [Info@TrilliumNC.org](mailto:Info@TrilliumNC.org) prior to printing or distribution.
16. This Agreement shall be construed according to and governed by the laws of the State of North Carolina, notwithstanding the fact that both or either of the parties hereto is or may become a resident or citizen of another state or country.
17. This Agreement contains the entire Agreement of the parties hereto. No modification, amendment, change or discharge of any terms or provisions of this Agreement shall be valid or binding unless the same is in writing and signed by both the parties hereto. No waiver of any of the terms of the Agreement shall be valid unless signed by the party against whom each such waiver is asserted. Any waiver of any provision of this Agreement in any instance shall not be a waiver in any other instance; and according to policy adopted by TRILLIUM, CONTRACTOR shall not be restricted to fund balance limitations.
18. CONTRACTOR is responsible for the adoption, assessment, collection and disposition of fees, if applicable, in accordance with G.S. 122C-146. If applicable, equipment purchased with Non unit-cost reimbursement funds, such as startup or special purpose funding, title to assets purchased under the contract in whole or in

- part rests with TRILLIUM so long as that party continues to provide the services which were supported by the contract. If such services are discontinued, disposition of the assets shall occur as approved by the Division.
19. If applicable, the CONTRACTOR shall provide TRILLIUM with consumer records and data about individual consumers for purpose of monitoring, research and study, financial audits of third party payors, research and evaluation.
  20. When applicable, the CONTRACTOR shall make available to TRILLIUM its accounting records for the purpose of audit by relevant authorities and that the party will, when required by general statute or in accordance with the annual Memorandum of Agreement, have an annual audit by an independent certified public accountant and submit to the TRILLIUM two (2) copies of the audit report within (90) days of the end of the CONTRACTOR's previous fiscal year, of which one copy shall be forwarded to the Office of the State Auditor at 300 N. Salisbury Street, Raleigh, NC 27603-5903.
  21. CONTRACTOR shall, as a material condition of this Contract, obtain and continuously maintain insurance coverage that coincides with standard industry practice for the industry in which CONTRACTOR is engaged, which may include, but is not limited to, the following:
    - a. General Liability Insurance;
    - b. Automobile Liability Insurance;
    - c. Worker's Compensation Insurance;
    - d. Employer's Liability Insurance; and/or
    - e. Professional Liability Insurance.
  22. TRILLIUM reserves the right to review its insurance limits annually and revise them as needed. CONTRACTOR shall obtain coverage that may only be suspended, voided, canceled or reduced by the carrier upon 30-days prior written notice to CONTRACTOR, which written notice shall be forwarded by CONTRACTOR to TRILLIUM within five (5) business days. CONTRACTOR shall submit certificates of coverage to TRILLIUM.
  23. This Contract shall contain no stricken and initialed provisions, other than for correction of minor clerical errors. Any stricken and initialed provisions shall not be deemed removed from this contract, and the contract shall be interpreted as if such provisions had not been stricken. Both parties to the contract must initial corrections of clerical errors.
  24. Health Insurance Portability and Accountability Act (HIPAA). The Provider and TRILLIUM shall be in compliance with the final HIPAA rules and regulations and each party shall provide evidence to the other party of this compliance upon request. The parties hereto specifically agree to amend this Agreement on a timely basis as necessary to comply with any and all laws relating to privacy of healthcare information, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If the parties are unable to agree to such amendments, they agree to participate in mediation. If the parties are still unable to agree, the Agreement will terminate in accordance with Section 5 b of the Agreement prior to the effective date(s) for compliance with such privacy laws. If applicable, the Business Associate Agreement must be signed.
  25. Comply with all Confidentiality Rules and Requirements in accordance with N.C.G.S. 122C-51 through 122C-56. The CONTRACTOR agrees to keep these matters confidential and to discuss them with only the appropriate TRILLIUM staff member or other professional people designated by TRILLIUM. The CONTRACTOR has read and signed the Confidentiality Rules required of Mental Health Centers.

26. Nothing in this Contract shall be construed as creating or justifying any liability, claim or cause of action, however alleged or arising, by any third party, against LME/PIHP, Contractor or the Department. Furthermore, nothing in this Contract shall be construed as creating or justifying any liability, claim or cause of action, however alleged or arising, by LME/PIHP or Contractor against the Department. Additionally, no assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted.

**DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH  
THE COUNTY OF DARE**

*Sheila F Davies*

Signed: 3/6/2023

Contractor: Legally Authorized Representative

**TRILLIUM HEALTH RESOURCES**

*Joy B Futrell*

Signed: 3/6/2023

Legally Authorized Representative

## **ATTACHMENT B**

### **Request for Opioid Remediation Program Funding**

February 22, 2023

Dare County Dept. of Health and Human Services  
109 Exeter St.  
Manteo, NC 27954

To: Trillium Health Services

**The Dare County Department of Health** is requesting funding to purchase the following items for its Substance Abuse and Recovery and Overdose Support Services programming. We offer Peer Support, Post Overdose Response, and free Harm Reduction education and supplies to our county residents.

#### **Request:**

Area 1. Low-cost naloxone, lock boxes, and safe prescription disposal supplies to distribute free of charge to Dare County residents.

Estimated # and estimated cost of supplies:

Naloxone: 20 cases- \$11,400

Lock Boxes: 40 cases- \$2,960

Disposal kits: 2 cases of large bags- \$1,100

**Total Request: \$15,460**

**Signature Page Between:**

**TRILLIUM HEALTH RESOURCES  
And  
DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES  
THROUGH THE COUNTY OF DARE**

---

**IN WITNESS WHEREOF:**

IN WITNESS WHEREOF: Each party has caused this Contract and all applicable attachments and addendums to be executed as the act of said party. Each individual signing below certifies that he or she has been granted the authority to bind the respective party to the terms of this Contract and any Addendums or Attachments thereto.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. *General Statute 159.*

Record of Signing

For Dare County  
Name Sheila F. Davies  
Title DHHS Director

*Sheila F Davies*

Signed on 2023-03-06 14:35:27 GMT

Secured by Concord™  
DocumentID: MDI2OTE3ZWetYz  
SigningID: NTU5ZWZkYzAtMD  
Signing date: 3/6/2023  
IP Address: 63.144.54.67  
Email: sheila.davies@darenc.gov

For Trillium Health Resources  
Name Joy B Futrell  
Title CEO

*Joy B Futrell*

Signed on 2023-03-06 14:49:20 GMT

Secured by Concord™  
DocumentID: MDI2OTE3ZWetYz  
SigningID: NDJIOTEzNDAtMz  
Signing date: 3/6/2023  
IP Address: 206.74.95.82  
Email: lisa.fuller@trilliumnc.org

For Trillium Health Resources  
Name Melissa Owens  
Title VP, CFO

*Melissa Owens*

Signed on 2023-03-06 14:51:14 GMT

Secured by Concord™  
DocumentID: MDI2OTE3ZWetYz  
SigningID: ZjA1YzE5YjgtMD  
Signing date: 3/6/2023  
IP Address: 75.170.20.211  
Email: ann.singleton@trilliumnc.org





*Board Appointments*

**Description**

The following Boards have appointments or actions this month:

1. Aging Advisory Council for the Albemarle Commission
2. Dare County Board of Adjustments
3. Airport Authority
4. Manns Harbor Community Center
5. Veterans Advisory Council
6. Upcoming Board Appointments

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



*Aging Advisory Council for the Albemarle Commission*

**Description**

See attached summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



**April, 2023**

**AGING ADVISORY COUNCIL FOR THE ALBEMARLE COMMISSION**

**(Two Year Term)**

**Brandi Bohanan has retired: March, 2023**

**Kaye White has resigned: February, 2023**

**Attached are applications to fill the two vacancies for this council.**

**Council meets quarterly in Hertford, NC.**

Nancy Elizabeth (Beth) Moore

Sandy Pace

Kristine Ward

See attached council history

**AGING ADVISORY COUNCIL FOR THE ALBEMARLE COMMISSION**  
(Two Year Term)

**The Aging Advisory Council advocates on behalf of the senior population in their counties by reviewing and commenting on the laws, policies, actions and programs that affect older adults.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Brandi Bohanan (retired) Older Adult Services Director	2/25	
Kaye White (resigned) 2/23 Atlantic Township	2/25	

**NOTES:** Meeting Date – Quarterly on a called basis  
Albemarle Commission  
Hertford, NC

**CONTACT PERSON:**

Jasmine S. Wilson, Aging Program & Contracts Specialist (252-426-8244) [jwilson@accog.org](mailto:jwilson@accog.org)  
Albemarle Commission Area Agency on Aging  
512 South Church Street  
Hertford, NC 27944

Emma Jane McDermott replaced Clinton Crawford 2/93.  
Brandi Rheubottom replaced Jay Burrus 2/01.  
Bel Pitcher filled the unexpired term of Emma Jane McDermott 9/03.  
Kaye White filled vacant seat (Bel Pitcher) 2/11.  
Brandi Bohanan and Kaye White reappointed 1/21  
Brandi Bohanan and Kaye White reappointed 2/23  
Kaye White resigned 2/23; Brandi Bohanan retired 3/23

**REVISED 3/23**



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** Aging Advisory Council

**2nd Choice** Health and Human Services Board

**3rd Choice** Nursing Home Community Advisory Council/DC Joint Comm. Advisory Committee

**Name** Nancy Elizabeth (Beth) Moore

**Address** 121B Colington Pointe Drive

**City/State/Zip** Kill Devil Hills, NC 27948

**Email** beth.moore@patientadvocate.org

**Personal Phone** (757)303-9443

**Business Phone** (800)532-5274

**Business Address** 421 Butler Farm Road Hampton, VA 23666

**Occupation** Executive Vice President, Corporate Communications

**Dare County Resident**  YES  NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background** Ms. Moore joined Patient Advocate Foundation in 2000, a national nonprofit organization that provides case management & financial aid services to patients with chronic and life-threatening illnesses. She has served in multiple positions including EVP of Corporate Communications, and prior to her relocation to North Carolina in 2014, President of Mission Delivery. A graduate of Hampton High School she studied political science at Chowan College

**Business and civic experience and skills** Proactive, visionary leader for external initiatives involving multi-sector stakeholders who share the mission to improve healthcare access. Instrumental in obtaining national grants & cooperative agreements delivering & directing services across a multitude of nationally recognized programs in the fields of case management and financial assistance. Highly effective advocate with deep expertise surrounding healthcare access obstacles & solutions.

**Other boards, Committees, Commissions on which you presently serve** Extensive service as expert reviewer and/or advisory board member to numerous and diverse organizations, agencies and coalitions have included: Centers of Disease Control and Prevention Advisory Committee on Breast Cancer in Young Women, Duke University Clinical Trials Advisory Panel for the project on the Impact of Third-Party Payment on Clinical Trials Accrual & Retention, Virginia Cancer Plan Action Coalition (CPAC)

## REFERENCE #1

**Name** Bill Nason, MBA, Chief Financial Officer

**Business** Patient Advocate Foundation  
**Address** 421 Butler Fam Road Hampton, VA 23666  
**Phone** (757)474-5451

REFERENCE #2

**Name** Erica Cobb  
**Business** International Taxation  
**Address** 15 Sailfish Drive Manteo, NC 27954  
**Phone** (919)606-0059

REFERENCE #3

**Name** Rebekah Angove, PhD  
**Business** Executive Vice President, Research and Evaluation  
**Address** 421 Butler Farm Road Hampton, VA 23666  
**Phone** (757)390-9486

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

*Beth Moore*

**Date** 7/11/2022



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**Advisory Board or Committee interested in:**

1<sup>st</sup> choice: Aging Advisory Council

2<sup>nd</sup> choice:

3<sup>rd</sup> choice:

**Name:** SANDY PACE

**Address:** 950 MARSHALL COLLINS DR

**City/State/Zip:** PO BOX 1000

**Email Address:** sandyf@darenc.gov

**Telephone:** Home: (252)475-5625 Business:

**Resident of Dare County:** YES

**Occupation:** COMMUNITY CENTER MANAGER

**Business Address:**

**Educational background:**

BS in Elementary Education

**Business and civic experience and skills:**

I have worked in the aging field for 26 years starting at the Transportation Coordinator on Hatteras Island and then moving to the Program Coordinator position and then the Director's position at the Fessenden Center. For the past 15 years I have been serving as the Director of the Virginia S. Tillett Community Center (formerly the Dare County Center) in Manteo.

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

I serve on the NC Association on Aging Board and have been the Chair of the NC Senior Center Alliance for the past 6 years. I am the county coordinator for Special Olympics and attend many board meetings related to aging and persons with disabilities locally and statewide.

**REFERENCES**

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

Name	LYNDA HESTER
Business/Occupation	RETIRED
Address	MANTEO, NC
Telephone	(252)489-0848

---



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name REHA OTTE  
Business/Occupation RETIRED  
Address MANTEO, NC  
Telephone (252)473-8883

---

Name TIM WHITE  
Business/Occupation DARE COUNTY PUBLIC SERVICES  
Address MANTEO  
Telephone (252)475-5916

---

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

Signature of applicant:

*Sandy Pace*

Date: 3/16/2023



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice Aging Advisory Council

2nd Choice

3rd Choice

Name Kristina Ward

Address 5125 Winsor Place

City/State/Zip Kitty Hawk, NC, 27949

Email kristinamward.20@gmail.com

Personal Phone (757)971-8462

Business Phone

Business Address

Occupation Registered Nurse

Dare County Resident  YES

NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background** I began my education with an Associates of Science in Nursing degree in 2006 from Tidewater Community College. I then went on to complete a bridge program to earn my Bachelors of Nursing degree from the University of Texas at Arlington in 2013. In 2020 I completed my Master of Science in Health Informatics degree from Jacksonville University and in Oct 2021, I began my Master of Business Administration degree, also from Jacksonville University.

**Business and civic experience and skills** I am from Virginia Beach, Va and while there, have served as a PICU and NICU nurse at CHKD as well as Portsmouth Naval Medical Center. Once I moved to the Outer Banks in 2016, I became a Case Manager, assisting adults and elderly to manage their day to days lives, meds, appointments and health. I now work for Blue Cross as a corporate auditor for their commercial plans, CHIP and Medicare.

**Other boards, Committees, Commissions on which you presently serve** Since moving to the Outer Banks in 2016, I have done random volunteer activities, however, I have been searching for a committee and/or commission to serve on. I feel this commission would be a great fit.

## REFERENCE #1

Name Cindy Owens

Business Conifer Health Solutions

**Address** 1596 Whitehall Road, Annapolis, MD 21409

**Phone** (901)552-6294

**REFERENCE #2**

**Name** Kimberly Rowell

**Business** Carolina Community Tracing Collaborative

**Address**

**Phone** (828)320-8384

**REFERENCE #3**

**Name** Elizabeth Barnes

**Business** Conifer Health Solutions

**Address** 1596 Whitehall Road, Annapolis, MD 21409

**Phone** (816)714-8516

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

*KRISTINA WARD*

**Date** 1/10/2022





*Dare County Board of Adjustment*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

April, 2023

**DARE COUNTY BOARD OF ADJUSTMENT**

(Three Year Term)

The Board of Adjustment meets to hear variances and appeals related to land use issues in the unincorporated areas of Dare County. The Chair is appointed by the Board of Commissioners and the Planning Department serves as administrative staff for this Board.

The following term expires this month:

**Edward Mann, Jr.**

(Current Term 5/20-5/30/23)

**Anna Creef**

(Current Term 5/20-5/30/23)

Both would like to be reappointed.

**Applications have been received from:**

Mark Ballog, Justin Bateman, Brian Harris, Jason Hathcock, Edward J. O'Brien, Jr.,  
Raymond G. Pate, and Jo A. Wilson-Harfst

**Other Members:  
See attached list**

**DARE COUNTY BOARD OF ADJUSTMENT**

(Initial Staggered Term/Three Year Term)

**The Board of Adjustment meets to hear variances and appeals related to land use issues in the unincorporated areas of Dare County. The Chair is appointed by the Board of Commissioners and the Planning Department serves as administrative staff for this Board.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Jay Hart, Chairman P.O. Box 1782 Kill Devil Hills, NC 27948 207-7900 Colington Area	5-30-24	Apptd. 4-05 Reapptd. 5/06,09,12,15 18, 21
<b>Edward Mann, Jr.</b> 415 Highway 64 Manteo, NC 27954 423-1215 eddiemann86@gmail.com Roanoke Island	<b>5-30-23</b>	<b>Apptd. 5/17</b> Reapptd 6/20
Patricia S. Weston 41105 Channel Ct P.O. Box 976 Avon, NC 27915 252-305-1705 obxblondie@aol.com Hatteras Island	5-30-25	Apptd. 5/22
Shelly R. Jones 5013 Martins Point Road Kitty Hawk, NC 27949 261-8878 shellyjones@gmail.com Martins Point Area	5-30-25	Apptd. 10/17 Reapptd. 5/19, 5/22
<b>Anna Creef</b> 5297 Mashoes Rd. Manns Harbor, NC 27953 473-3339 Dare Mainland	<b>5-30-23</b>	<b>Apptd. 6/03</b> Reapptd.5/05,08,11,14, 17, 20

**ALTERNATES**

Vacant  
Vacant

**NOTES:**

CONTACT INFO: Noah Gillam, Planning Director    MEETING DATE: No Set Date

Jay Hart filled unexpired term of Jacob Maestas 4/05.  
Andrew Keeney replaced David Overton (alternate) 4/05.  
Patricia Austin appointed to fill unexpired term of Michael Egan 5/06.  
Roland Bowser replaced Patricia Austin 5/08  
Edward Mann, Jr replaced Roland Bowser 5/17

Shelly Jones filled unexpired term of David Jones who resigned 10/17.  
Jay Hart appointed Chairman 11/17  
Thomas Murphy died 8/16/20 – leaving Hatteras position vacant  
Patricia Weston filled Hatteras vacancy and Shelly R. Jones was reappointed 5/22

**REVISED 5/22**



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice**                      Tourism Board

**2nd Choice**                      ABC Board

**3rd Choice**                      Zoning Board of Adjustment - Dare County

**Name**                              Mark Ballog

**Address**                           2625 S Bridge Ln

**City/State/Zip**                  Nags Head, NC 27959

**Email**                              markballog@aol.com

**Personal Phone**                (252)573-9756

**Business Phone**                (252)255-5825

**Business Address**              3308 S Va Dare Trail nags Head, Nc 27959

**Occupation**                      Restaurant Owner

**Dare County Resident**         YES  
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background**              BS Marketing Indiana University of Pennsylvania

**Business and civic experience and skills** I have lived in Dare County every Summer since 1991 working in Restaurants. I have lived in the County full time since 1996. I have owned and operated Lucky 12 Tavern in Nags Head since 2006. In addition to the restaurant I served a 3 year term for the Town of Nags Head planning board. I have been very active in community with charity work with Artrageous, Hotline, Dare County motorcycle toy run etc.

**Other boards, Committees, Commissions on which you presently serve** Member Outer Banks restaurant association.

**REFERENCE #1**

**Name** Jeffrey Dowdy  
**Business** Dowdy and Osbourne Public Accountants  
**Address** 105 Weir Point Dr. Manteo, NC 27954  
**Phone** (252)449-4404

**REFERENCE #2**

**Name** Michael Siers  
**Business** Owner Howard Hannah Real Estate Branch Kill Devil Hills  
**Address** 4638 S Blue Marlin Way Nags Head, NC 27959  
**Phone** (252)489-3861

**REFERENCE #3**

**Name** Jason Waughtel  
**Business** Senior VP Southern Bank  
**Address** 108 Weir Point Drive Manteo, NC 27954  
**Phone** (252)619-6801

**Signature**

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

*Mark Ballog*

**Date**

11/15/2021



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**Advisory Board or Committee interested in:**

1<sup>st</sup> choice: Zoning Board of Adjustment - Dare County

2<sup>nd</sup> choice:

3<sup>rd</sup> choice:

**Name:** JUSTIN BATEMAN

**Address:** 72 CUDWORTH CEMETERY RD. PO BOX 87

**City/State/Zip:** WANCHESE, NC 27981

**Email Address:** highway345south@gmail.com

**Telephone:** Home: (252)256-3252 Business:

**Resident of Dare County:** YES

**Occupation:** MARKETING EXECUTIVE/PODCAST HOST

**Business Address:**

**Educational background:**

High School Diploma - Manteo High School Class of 2003, AA from Santa Fe College - Gainesville, Florida 2010.

**Business and civic experience and skills:**

Active member and Wanchese precinct chair for Wanchese to the Dare County Republican Party.

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

Dare County Parks and Rec. Advisory Board, Wanchese Community Building Board of Directors.

**REFERENCES**

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

Name	EDWARD LEE MANN
Business/Occupation	RETIRED COAST GUARD AND FORMER DIRECTOR OF DARE COUNTY PUBLIC WORKS
Address	THE LANE, WANCHESE, NC 27981
Telephone	(252)455-3290

---





APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name JOHN BAYLISS  
Business/Occupation OWNER AND OPERATOR OF BAYLISS BOATWORKS  
Address 600 HARBOR RD. WANCHESE, NC 27981  
Telephone (252)202-3700

---

Name DOUG DOUGHTIE  
Business/Occupation DARE COUNTY SHERIFF  
Address 404 FIRST FLIGHT LANE KILL DEVIL HILLS, NC 27948  
Telephone (252)216-9898

---

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

Signature of applicant:

Date: 3/15/2023



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

1st Choice                      Zoning Board of Adjustment - Dare County

2nd Choice

3rd Choice

Name                              Brian Harris

Address                            46201 Diamond Shoals Dr.

City/State/Zip                    Buxton

Email                                sushibrian@gmail.com

Personal Phone                    (252)489-9669

Business Phone                    (252)995-5646

Business Address                46813 hwy 12

Occupation                        NC State auto inspector/ business owner

Dare County                         YES

Resident                             NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background**                      South River High School. Edgewater MD 21037 class of 95. Anne Arundel Community College. Severna Park MD.. Wor-Wic Community College Ocean City MD. Colorado Mountain College. Breckenridge CO. South Lake Tahoe Community College. Lake Tahoe CA. I attended several community colleges across the US while actively participating in snowboarding studying political science, business, and meteorology.

**Business and civic experience and skills**                      Currently help run Lighthouse Service Center/ Carquest in Buxton. I also own a seafood business in MD, specializing in seafood from the OBX to be sold at farmers markets across the DC/Baltimore area. I participated in the action sports industry sponsoring & managing the careers of extreme sports athletes. Through this time & travel I worked in various sushi chefs became a certified sushi chef and owned a sushi bar that is now closed.

**Other boards, Committees, Commissions on which you presently serve**                      presently none. I want to get involved in all aspects of Hatteras Island to help preserve its legacy, heritage and make sure the future generations here understand who came before them.

## REFERENCE #1

Name                                Danny Couch

Business                            Hatteras Realty

**Address** Dipping Vat Rd. Buxton

**Phone** (252)475-4477

**REFERENCE #2**

**Name** John Couch

**Business** Red Drum Properties/ Lighthouse Service Center/ Carquest

**Address** 47270 Lost Tree Trail. Buxton 27920

**Phone** (252)216-8231

**REFERENCE #3**

**Name** Steve Kovacs

**Business** Dare County Fire Marshall

**Address** KDH ?

**Phone** (252)475-0141

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

*Brian Harris*

**Date** 11/23/2021



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**Advisory Board or Committee interested in:**

- 1<sup>st</sup> choice: Zoning Board of Adjustment - Dare County
- 2<sup>nd</sup> choice: Planning Board
- 3<sup>rd</sup> choice: Albemarle Region Resource Conservation and Development Council (RC&D)

**Name:** JASON HATHCOCK

**Address:** 120 LEE CT

**City/State/Zip:** KILL DEVIL HILLS, NC 27948

**Email Address:** jhathcoc@yahoo.com

**Telephone:** Home: (252)564-4604 Business:

**Resident of Dare County:** YES

**Occupation:** SR. PROJECT DEVELOPMENT MANAGER

**Business Address:** 120 LEE CT KILL DEVIL HILLS, NC 27948

**Educational background:**

I received a Bachelors Degree from the Pamplin School of Business at Virginia Tech in Blacksburg, VA.

**Business and civic experience and skills:**

Worked for Dominion Energy as an Electric Distribution Project Designer for 13 years, currently working for Strata Clean Energy managing the development of utility scale renewable energy projects in the PJM market.

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

None at this time. Served as the Commodore of the Colington Yacht Club in 2022.

**REFERENCES**

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

Name	MIKE LANCSEK
Business/Occupation	REAL ESTATE BROKER
Address	93 POTESKEET TRAIL SOUTHERN SHORES, NC
Telephone	(252)207-0305

---



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

Name FRANK SOLES  
Business/Occupation BUILDER  
Address 400 DA VINCI LANE KITTY HAWK, NC  
Telephone (757)448-8162

---

Name MIKE JOHNSON  
Business/Occupation LAND DEVELOPMENT/MANAGEMENT  
Address 105 PRINCE CHARLES CT KILL DEVIL HILLS, NC  
Telephone (252)473-8262

---

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

Signature of applicant:

*Jason Hathcock*

Date: 1/11/2023

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1<sup>st</sup> choice Fessenden Center Advisory Board

2<sup>nd</sup> choice Zoning Board of Adjustment

3<sup>rd</sup> choice PLANNING BOARD

Name Edward J. O'Brien Jr.

Address 41193 CARONADE CT., P.O. Box 805

City/State/Zip AVON, NC 27915

Email Address EDOBRIEN41193@GMAIL.COM

Telephone <sup>cell</sup> Home: (610) 842-9045

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

Resident of Dare County:  yes  no

Occupation: RETIRED

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

Educational background:  
SOME COLLEGE

Business and civic experience and skills:  
FORMER PUBLIC WORKS DIRECTOR  
FORMER WASTEWATER TREATMENT PLANT SUPERINTENDENT

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

\_\_\_\_\_  
\_\_\_\_\_


REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>ROMAN PRONEZAK, Whitpain Twp. Mgr., Whitpain, Pa.</u>			

others upon request

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

Date: 5/18/21 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 5/18/21



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

---

**1st Choice** Airport Authority  
**2nd Choice** Zoning Board of Adjustment - Dare County  
**3rd Choice** Planning Board  
**Name** Raymond G Pate  
**Address** POB 350  
**City/State/Zip** Kill Devil Hills, NC 27948  
**Email** rgpatepepls@gmail.com  
**Personal Phone** (252)435-8785  
**Business Phone** (252)435-8785  
**Business Address** POB 228, Point Harbor, NC, 27964, United States  
**Occupation** Professional Engineer & Professional Land Surveyor  
**Dare County Resident**  YES  
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background** Attended Louisburg College in Louisburg , NC from August 1972 to August 1974 studying general college with an emphasis on English literature. Attended the University of North Carolina at Wilmington from January 1975 to May 1977 receiving a BA degree in earth sciences with an emphasis on global positioning/geology. Attended North Carolina State University from 1978 to May 1981 receiving a BS degree in Civil Engineering-Construction Option.

**Business and civic experience and skills** Received Private Pilot single engine land certification with flight training in Bessemer Alabama and glider certification in 1992 with flight training in Hampton County NC.

**Other boards, Committees, Commissions on which you presently serve** Member of St. Andrews Episcopal by the Sea, Nags Head, NC.

## REFERENCE #1

**Name** Dr. Charles Davidson  
**Business Address** 3618 Old Nags Head Woods  
**Address** 3618 Old Nags Head Woods, Nags Head, NC, 27959  
**Phone** (252)548-9141



REFERENCE #2

Name Mr. George Henderson  
Business POB 606 Manteo, NC 27954  
Address 153 Dogwo0od Circle, Manteo, NC 27954  
Phone (252)473-2791

REFERENCE #3

Name Mrs. Lib Fearing  
Business POB 184, Manteo, NC 27954  
Address 337 Aripport Rd., Manteo, NC, 27954  
Phone (252)473-3307  
Signature I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

*Raymond G Pate*

Date 12/31/2021

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1<sup>st</sup> choice Library Board

2<sup>nd</sup> choice Transportation Advisory Board

3<sup>rd</sup> choice Zoning Board of Adjustment

Name Jo A. Wilson-Harfst

Address 1723 Virginia Ave.

City/State/Zip Kill Devil Hills, NC 27948

Email Address joannharfst@gmail.com

Telephone Home: 804-384-1584

Business: NA

Resident of Dare County:  yes  no

Occupation: retired

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

Educational background:

MPA - Pub. Admin. , BA - Sociology

SPHR - Human Res. certification

Business and civic experience and skills:

Served as local director of Social Services in Mathews Co. VA 17 years. Was Eastern Reg. Dir. of Social Services in VA 4 years. Was program Dir. for VA chapter March of Dimes 4 years. Have served on numerous family services boards over the years and on board of a local charitable foundation for 6-8 yrs.

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

---



---

### REFERENCES

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

Name	Business/Occupation	Address	Telephone
Kimberly Irvine	Administrator	906 Marlbank Dr. Yorktown VA	757-272-6028
Janine Sewell	retired Admin.	P.O. Box 41 Avon, NC 27915	540-376-2358
Gail Davidson	Child Protective Ser. Consultant	417 Fishermans Rd. Norfolk, VA	757-288-8384

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

Date: 10/10/2020 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 10/13/2020



*Airport Authority*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

April, 2023

**AIRPORT AUTHORITY**

(Four Year Term)

**The Airport Authority Board is responsible for maintaining and operating airports owned by the Authority or Dare County. They provide air transportation services to the aviation traveling public and other aviation related services.**

**James R. Kenny has completed the remaining term of William Pope, which expires this month. The Authority recommends James R. Kenny be reappointed for a four-year term.**

**Applications on file:**

**William J. Overman, Jr.,**

**Raymond Pate, and Earl (Tim) Shearin, Jr.**

Other Members: See attached list

**AIRPORT AUTHORITY**

(Four Year Term)

**The Airport Authority's mission is to manage the operation, maintenance and improvement of air services and facilities for the use, convenience, and benefit of the air traveling public.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
George Henderson P.O. Box 606 Manteo, NC 27954 473-2791	7-23	Reaptd. 7/87 91,95,99,03, 07,11,15,19
Joseph Blakaitis, Treasurer P.O. Box 8212 Duck, NC 27949 261-7513 (H), 973-723-4434 (C)	7-23	Apptd. 7/15,19
Walton P. Burkheimer, Jr "Pete" 302 Saint Louis Street Kill Devil Hills, NC 27948 757-478-5970	7-23	Apptd. 7/19
Wally Overman 549 Skyco Rd. Manteo, NC 27954 252-473-3433 (Commissioner Representative)	4-26	Apptd. 1/15 Reaptd. 4/18 3/22
Charles Davidson, Chairman 3618 Old Nags Head Woods Rd. Nags Head, NC 27959 715-0662 (H), 548-9141 (C) (Commissioner Appointee)	7-26	Apptd. 7/15 Reaptd. 7/18 8/22
Fred Newberry, Vice-Chairman 267 N. Dogwood Trail Southern Shores, NC 27949 252-564-5108 (H)	8-26	Apptd. 1/16 Reaptd. 8/18 8/22
David Crownover 202 Landing lane Manteo, NC 27954 717-829-6319 (C)	7-23	Apptd. 6/20
<b>James R. Kenny</b> 4535 Hilltop Lane. Kitty Hawk, NC 27949 252-256-0540 (C)	<b>4-23</b>	<b>Apptd. 1/23</b>

Comm. Jack Shea  
290 Wax Myrtle Trail  
Southern Shores, NC 27949  
261-4158

7-26

Apptd. 10/13  
Reapptd. 4/15,  
7/18, 8/22

**Notes:** Meeting Date: 4<sup>th</sup> Wednesday of each month, 7:00 p.m., at the Dare County Airport

Louise Dollard replaced Clarence Skinner who resigned 8/86; Phelpie Edmondson resigned 8/86.  
John Watkins replaced Dwight Wheless who resigned 4/87.  
Russell Langley replaced Orman Mann who resigned 10/84.  
Tommie Gray replaced Russell Langley who resigned 8/86.  
Ellis Gray, Jr. replaced Lionel Shannon who resigned 3/87.  
Phil Olear replaced Ellis Gray who resigned 2/90; Charles Elms replaced Jim Welch who resigned 2/90.  
William D. Smith replaced Ken Mann who resigned 2/90.  
Lester Scarborough replaced Phil Olear; Louise Dollard replaced Harold Gray.  
Clarence Skinner replaced Sonny Ambrose 1/93; Sammy Smith replaced Lester Scarborough.  
Glenn Futrell replaced Charles Elms 12/93; Paul Breaux replaced Mearl Meekins 3/94.  
Al Jones replaced R.D. Sawyer, Jr., Davis Balance replaced John Watkins 4/94.  
Charles Davidson replaced Louise Dollard, Dwight Burrus replaced Paul Breaux 8/94.  
Jack Overman replaced Dwight Burrus 2/96; Eugene Thomas replaced Davis Balance 10/96.  
Alvin Hibbs replaced Clarence Skinner 2/94; Jay Wheless replaced Glenn Futrell.  
Richard Johnson replaced Sammy Smith 4/99;  
Olin Davis replaced Al Jones, Warren Judge replaced Richard Mapp 7/99.  
Connie Brothers replaced Eugene Thomas 2/01; Linda Willey filled term of Warren Judge 2/01.  
Bill Plyler filled term of Olin Davis 11/01; George Wood filled unexpired term Alvin Hibbs 11/01.  
Jack Shea replaced Jack Overman 7/02; David Jack Kenny filled unexpired term of Bill Plyler 1/06.  
Steven C. Evans filled seat left vacant by Jay Wheless 4/07.  
Jon David Harden replaced Connie Brothers 4/07; Dwight Burrus filled term of David Jack Kenny 1/08.  
Phelpie Edmondson apptd to fill term of David Harden (resigned 1/11) 4/11.  
Ali Breaux replaced Steven Evans 8/11.  
Deke Bolte filled term of Dr. Charles Davidson, David Twiddy filled term of Ali Breaux 6/13.  
Jack Shea appointed as the Commissioner rep. to fill the term of Richard Johnson. Mr. Shea was originally appointed to the Airport Authority in July 2002; 10/13  
10/13 Max Dutton was appointed to fill the unexpired term of Jack Shea.  
12/14 Beverly Boswell was appointed to fill unexpired term of Max Dutton.  
01/15 Wally Overman was appointed to replace Beverly Boswell.  
04/15 William Pope replaced Phelpie Edmondson.  
07/15 Joseph Blakaitis replaced Linda Willey, Charles Davidson filled unexpired term of Dwight Burrus.  
09/15 Wally Overman is now Commissioner Representative & Jack Shea is a regular member.  
11/15 Jack Thomson filled unexpired term of the late Deke Bolte.  
01/16 Fred Newberry filled unexpired term of the late Jack Thomson.  
07/19 – Walton P. Burkheimer, Jr. “Pete” replaced George H. Wood, Chad Jones replaced David Twiddy, V  
05/20 – Chad Jones deceased. 6/20 David Crownover apptd. to fill unexpired term of Chad Jones.  
08/22 – Charles Davidson, Jack Shea and Fred Newberry reappointed for another term.  
1/23 – James Kenny appointed to complete term of William Pope.

**REVISED 1/23**

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Rhonda Creef, Dare County Deputy Clerk to the Board, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-6312, or send it by email to rhonda@darenc.com

Advisory Board or Committee interested in:

1<sup>st</sup> choice Airport Authority

2<sup>nd</sup> choice Planning Board

3<sup>rd</sup> choice ~~Veterans Advisory Council~~

Name William J. Overman, Jr.

Address 110 Puddle Lane

City/State/Zip Manteo, NC 27954-9595

Email Address ~~fourbranch@earthlink.net~~

Telephone Home: 252-473-2126

wjack.overman@gmail.com

Business: —

Resident of Dare County:  yes  no

Occupation: Retired U.S. Navy

Business Address: —

Educational background:

BS Wake Forest University

Post Grad U of Pitt

Business and civic experience and skills:

Airport Authority early 2000s

Albemarle Commission

First Fit society Bd 20 yrs

1st Fit military Officers Ass. (MOAA) Local chapter 4 yrs Pres

MOAA State President & Bd of Directors

4th Branch Bd (Federal ed. chair)

Boy Scouts



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

NONE

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>CLARENCE SKINNER</u>			
<u>DR. CHARLES DAVIDSON</u>			
<u>DAY WHEELS</u>			

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

Date: 1/26/17 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 1/26/17

Application renewed via attached letter received 7/6/2020

Cheryl Aubry, Clerk.

William J "Jack" Overman, Jr  
110 Puddle Lane  
Manteo, NC 27954  
473-2126  
WJack.Overman@gmail.com

Please list me as desiring to be appointed to the  
1<sup>st</sup> Airport Authority  
2<sup>nd</sup> Planning Board





# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice** Airport Authority  
**2nd Choice** Zoning Board of Adjustment - Dare County  
**3rd Choice** Planning Board  
**Name** Raymond G Pate  
**Address** POB 350  
**City/State/Zip** Kill Devil Hills, NC 27948  
**Email** rgpatepepls@gmail.com  
**Personal Phone** (252)435-8785  
**Business Phone** (252)435-8785  
**Business Address** POB 228, Point Harbor, NC, 27964, United States  
**Occupation** Professional Engineer & Professional Land Surveyor  
**Dare County Resident**  YES  NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background** Attended Louisburg College in Louisburg , NC from August 1972 to August 1974 studying general college with an emphasis on English literature. Attended the University of North Carolina at Wilmington from January 1975 to May 1977 receiving a BA degree in earth sciences with an emphasis on global positioning/geology. Attended North Carolina State University from 1978 to May 1981 receiving a BS degree in Civil Engineering-Construction Option.

**Business and civic experience and skills** Received Private Pilot single engine land certification with flight training in Bessemer Alabama and glider certification in 1992 with flight training in Hampton County NC.

**Other boards, Committees, Commissions on which you presently serve** Member of St. Andrews Episcopal by the Sea, Nags Head, NC.

## REFERENCE #1

**Name** Dr. Charles Davidson  
**Business Address** 3618 Old Nags Head Woods  
**Address** 3618 Old Nags Head Woods, Nags Head, NC, 27959  
**Phone** (252)548-9141

REFERENCE #2

**Name** Mr. George Henderson  
**Business** POB 606 Manteo, NC 27954  
**Address** 153 Dogwood Circle, Manteo, NC 27954  
**Phone** (252)473-2791

REFERENCE #3

**Name** Mrs. Lib Fearing  
**Business** POB 184, Manteo, NC 27954  
**Address** 337 Aripport Rd., Manteo, NC, 27954  
**Phone** (252)473-3307

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

*Raymond G Pate*

**Date** 12/31/2021



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

**1st Choice**                      Tourism Board

**2nd Choice**                      ABC Board

**3rd Choice**                      Airport Authority

**Name**                              Earl C Shearin, Jr. (Tim)

**Address**                            136 Cannon Trail

**City/State/Zip**                    Manteo, NC 27954

**Email**                              tim.shearin3@gmail.com

**Personal Phone**                  (252)216-0260

**Business Phone**                (252)475-5980

**Business Address**

**Occupation**                      Retired

**Dare County Resident**             YES  
 NO

The text boxes for Education, experience and other should only be 6 lines in order to format nicely on final application form. Text box is limited to 450 characters, but you may have to delete the line breaks.

**Educational Background**                      BSBA East Carolina University

**Business and civic experience and skills**                      Manager, Belk Dept. Store 36 years

**Other boards, Committees, Commissions on which you presently serve**                      Dare County Health/Human Services Board Chairman

**REFERENCE #1**

**Name**                              Mr. Brownly Douglas

**Business**                            Retired

**Address**                            112 Lidia Lane, Manteo, NC 27954

**Phone**                              (252)216-8294

**REFERENCE #2**

**Name** Mr. Robert Woodard  
**Business** Towne Bank  
**Address** 2305 Bay Dr., Kill Devil Hills NC 27948  
**Phone** (252)702-7219

**REFERENCE #3**

**Name** Mr. Jay Burrus  
**Business** Retired  
**Address** 134 Cannon Trail, Manteo, NC 27954  
**Phone** (252)473-7148

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

*Earl C. Shurin, Jr.*

**Date** 7/11/2022



*Manns Harbor Marina Commission*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

April, 2023

**MANN'S HARBOR MARINA COMMISSION**

(Two Year Term)

The Manns Harbor Marina Commission is a seven-member group representing recreational, commercial and local interests for the self-governing, mutual purpose, Manns Harbor Marina. The Commission meets six times per year and reports directly to the Board of Commissioners.

The following have terms to expire in April:

**Cyndy Holda**

(Current Term 4/21 – 4/23)

(Originally Apptd. 4/13)

**Ladd Bayliss**

(Current Term 4/21-4/23)

(Originally Apptd. 4/13)

**Jonathan Oglesby**

(Current Term 4/21-4/23)

(Originally Apptd. 4/13)

**Jessie "Troy" Outland, Jr.**

(Current Term 4/21-4/23)

(Originally Apptd. 4/13)

**All would like to be reappointed.**

**Note: Troy Outland, Sr. resigned 12/2022**

**No Applications have been received.**

Other Members:  
See attached list



**MANN'S HARBOR MARINA COMMISSION**

(Two Year Term)

**This Commission is a seven-member group representing recreational, commercial and local interests for the self-governing, mutual purpose of Manns Harbor Marina. The Commission meets six times per year and reports directly to the Dare County Board of Commissioners.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Cyndy Holda P.O. Box 172 Manns Harbor, NC 27953 252-473-9964 (H) 252-423-0903 (C)	4/23	Apptd. 4/13 Reapptd. 4/15,17,19, 21
Ladd Bayliss, Sec. 431 Cahoon Rd. Manns Harbor, NC 27953 252-207-5894 (H)	4/23	Apptd. 4/13 Reapptd. 4/15,17,19, 21
Jonathan Oglesby P.O. Box 250 Manns Harbor, NC 27953 910-990-5674 (H/Cell)	4/23	Apptd. 4/13 Reapptd. 4/15,17,19, 21
Paul Mann, V. Ch. 6049 US Hwy 64 Manns Harbor, NC 27953 252-475-3995 (H) 252-473-1716 (O)	4/24	Apptd. 4/13 Reapptd. 4/16,18, 6/20 3/22
Jeff James 116 Alder Branch Lane Manteo, NC 27954 252-216-6913 (H/Cell)	4/24	Apptd. 4/13 Reapptd. 4/16,18, 6/20 3/22
Jessie "Troy" Outland, Sr., Ch. 107 Candela Drive Manteo, NC 27954 252-473-3507 (H) 252-473-8685 (C)	4/24 <b>Resigned 12/29/22</b>	Apptd. 4/13 Reapptd. 4/16,18, 6/20 3/22
Jessie "Troy" Outland, Jr. P.O. Box 246 Manns Harbor, NC 27953 252-216-9162 (H/Cell)	4/23	Apptd. 4/13 Reapptd. 4/15,17,19, 21

**Notes**

Contact Info: Ladd Bayliss - Meeting Dates: Bi-Monthly

Formed by DCBC 4/1/13. A Commission has been formed to enforce rules governing the use of the old Manns Harbor Marina property. The facility will operate as a marina for commercial fishermen to dock and unload their catch; and for public boat access. Dare County's role is to form the Commission and appoint commission members.

12/29/22 Jessie "Troy" Outland, Sr. resigned as Chairman.

**Revised 3/22**



*Veterans Advisory Council*

**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

April, 2023

**VETERANS ADVISORY COUNCIL**

(Staggered Three Year Terms)

The Veterans Advisory Council serves as a liaison with the community in coordinating services and activities benefiting Veterans and their families. Members of the Veterans Advisory Council solicit information and provide updates about community-based activities honoring veterans.

**The terms of Robert Probst and Marsha Brown expire next month.**

**The Veterans Advisory Council recommends they both be reappointed for another term.**

Applications on file from:

Terry Buchanan and Mary Jernigan

Other members:  
See attached list

**VETERANS ADVISORY COUNCIL**  
**(Staggered/Three Year Term)**

The Veterans Advisory Council serves as a liaison with the community in coordinating services and activities benefiting veterans and their families. Members of the Veterans Advisory Council solicit information and provide updates about community-based activities honoring Veterans.

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Richard A. Probst, Chair 1806 Upper Dune Road Kill Devil Hills, NC 27948 502-592-7659 <a href="mailto:rprobs60@yahoo.com">rprobs60@yahoo.com</a>	5/23	Apptd. 5/19 Reapptd. 6/20
James Scroggin 50210 Cedar Court Frisco, NC 27936 703-201-4812 <a href="mailto:jscroggin@mac.com">jscroggin@mac.com</a>	5/25	Apptd. 5/22
Dr. Kevin P. Wallace 25 Crotan Ct. Manteo, NC 27954 208-590-5766 <a href="mailto:okinawawallace@gmail.com">okinawawallace@gmail.com</a>	5/24	Apptd. 7/21
Marsha Brown 163 Roanoke Trail Manteo, NC 27954 252-423-3007 (H) 252-202-2058 (C) <a href="mailto:giglineheroes@aol.com">giglineheroes@aol.com</a>	5/23	Apptd. 5/12 Reapptd.5/14, 5/20
Ellen Aidock, Vice-Chair 521 Canal Drive Kill Devil Hills, NC 27948 919-815-0977 <a href="mailto:ell2clif@yahoo.com">ell2clif@yahoo.com</a>	5/25	Apptd. 4/19 Reapptd. 5/22
Justin O'Sullivan 900 C W Corrigan St Kill Devil Hills, NC 27948 856-298-8078 <a href="mailto:justin.p.osullivan@gmail.com">justin.p.osullivan@gmail.com</a>	5/24	Apptd. 7/21

Anthony Imperiale  
4210 West Vansciver Drive  
Nags Head, NC 27959  
(609) 707-0250  
[tonyimp1949@gmail.com](mailto:tonyimp1949@gmail.com)

11/25

Apptd. 11/22

Jack Shea (Ex-Officio)  
Dare County Commissioner  
290 Wax Myrtle Trail  
Southern Shores, NC 27949  
252-261-4158 (H)

Apptd. 2/17

**NOTES:**

Veterans Advisory Council was formed on 5/7/12.

**MEETING INFO:** 4<sup>th</sup> Thursday of each month, 6 p.m., Rm. 168, Dare County Administration Building, 954 Marshall C. Collins Dr., Manteo, NC

**CONTACT INFO:** Rick Probst, Chair

**MEMBERS COMPENSATED:** No

Lynda Hester replaced Punk Daniels 6/13, Billy Brown replaced Clarence Skinner 7/13  
Joshua Turner filled unexpired term of Pete Groom 3/14  
Jack Leonard filled vacant seat previously held by Joe Pope 4/15  
Gary Kierney replaced Josh Turner 4/15; Charles Read, Jr. replaced Lynda Hester 6/16  
Russell Laney filled unexpired term of Dale Draper 6/16  
Carl Reiber filled unexpired term of Billy Brown 8/16  
Jeff Slaker filled unexpired term of Clarence Lewis who resigned 12/16  
Jack Shea added as Ex-Officio member from the DCBC 2/17.  
Kelli Rose Harmon filled unexpired term of Charles B. Read, Jr. who resigned 5/17.  
Frederick W. Lamm filled unexpired term of Jeff Slaker who resigned 10/17.  
Norman St. Laurent replaced Frederick Lamm whose term expired and did not want to be reappointed 5/18; Blake Salmon replaced Gary Kierney 6/18  
Steve Goodheart replaced Carl Reiber who resigned 7/18  
The Veteran's Advisory Council requested that Jack Shea be appointed as "Counselor" to the Veteran's Advisory Council upon his retirement. Approved by the DCBC – 11/18  
Ellen Aidock replaced Kelli Harmon who resigned 4/19;  
Richard Probst replaced Jack Leonard who resigned 5/19  
Robert Yanacek replaced Russell Laney who resigned 5/19  
Norman St. Laurent resigned 6/19; Barry L. Holt replaced him 10/19  
Kevin P Wallace & Justin O'Sullivan appointed to replace Robert Yanacek & Blake Salmon 7/21  
Ellen Aidock reappointed, James Scroggin apptd. to replace Steve Goodheart 5/22  
Anthony Imperiale apptd. to replace Barry L. Holt 11/22

**REVISED 11/22**



# APPLICATION FOR APPOINTMENT

TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below.

## Advisory Board or Committee you are interested in:

1st Choice *	<input type="text" value="Veterans Board."/>	▼
2nd Choice	<input type="text"/>	▼
3rd Choice	<input type="text"/>	▼

## Your Personal Information

Name *	<input type="text" value="Terry Buchanan"/>
Address *	<input type="text" value="4305 Worthington Lane"/>
City/State/Zip *	<input type="text" value="Kitty Hawk NC 27949"/>
Email *	<input type="text"/>
Personal Phone *	Enter 9 digit number. Do not enter any spaces or special characters. <input type="text"/>
Business Phone	Enter 9 digit number. Do not enter any spaces or special characters. <input type="text"/>
Business Address	<input type="text"/>
Occupation *	<input type="text" value="Law Enforcement"/>
Residency *	Are you a resident of Dare County? <input checked="" type="radio"/> YES <input type="radio"/> NO

## Your Background

\*Due to limited space, please complete in paragraph format. <sup>146</sup> The text boxes are limited to 450 characters

**Education\***

Educational Background - please wright in paragraph form, not as a list

Masters Certification.

**Experience\***

Business and civic experience and skills - please wright in paragraph form, not as a list

Former Sheriff

**Current Services\***

Other boards/Committees/Commissions on which you presently serve - please wright in paragraph form, not as a list

None

**References**

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

**REFERENCE #1**

Name\*

Melanie Buchanan

Business\*

Address\*

Phone\*

Enter 9 digit number. Do not enter any spaces or special characters.

**REFERENCE #2**

Name\*

Doug Doughtie

Business

Dare Sheriff

Address

Phone\*

Enter 9 digit number. Do not enter any spaces or special characters.

**REFERENCE #3**

Name\*

Matt Beickert

Business

Currituck Sheriff

Address

Phone\*

Enter 9 digit number. Do not enter any spaces or special characters.

Signature\*

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

Sign

Date

Date will be captured on form submission

I'm not a robot

reCAPTCHA  
Privacy - Terms

Submit

4/2022



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1<sup>st</sup> choice

Veteran's Board

2<sup>nd</sup> choice

\_\_\_\_\_

3<sup>rd</sup> choice

\_\_\_\_\_

Name

Mary Teruigan

Address

PO Box 345

City/State/Zip

KH H NC 27948

Email Address

maryj@clarenc.com

Telephone

Home: 252-305-1005

Business: 252-475-5657

Resident of Dare County:

yes

no

Occupation:

leisure: Activity Pool

Business Address:

300 Blunkin St KH H NC 27948

Educational background:

BS work on MS

Business and civic experience and skills:

CAC Vol 8 years

B+W VI 4 yrs

(12 yrs Military)

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

\_\_\_\_\_  
\_\_\_\_\_

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Debbie Houdry	Co. Emp		252-489-3661
Emily Gould	Co Emp		757-5764948
Dancy Wilkerson	Retired		252-256-1706

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

Date: 4/22/21 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 4/22/2021



*Upcoming Board Appointments*

**Description**

The Dare County Board of Commissioners welcomes citizen participation on its many Boards and Committees.

Following is a list of the Boards and Committees that have terms expiring during the next 3 months. The list indicates when the item will be presented to the County Commissioners and any requirements that may pertain to the appointment.

Instructions on how to obtain and submit an application are attached along with additional information about each of the Boards and Committees with upcoming term appointments.

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager

## Upcoming Board & Committee Appointments

The Dare County Board of Commissioners welcomes citizen participation on advisory boards and committees. This type of grassroots public involvement is the foundation of democracy and a vital part of maintaining Dare County as a quality place to live.

Following is a list of Boards and Committees with terms expiring during the next three months.

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

***There are also several boards with vacancies. Please check the website.***

**May, 2023 -** Zoning Board of Adjustment – Dare County – 2 terms expiring

**June, 2023**  
Hatteras Community Center Board – 3 terms expiring  
Juvenile Crime Prevention Council – 12 terms expiring  
Land Transfer Tax Appeals Board – 3 terms expiring  
Library Board – Dare – 3 terms expiring  
Roanoke Island Community Center Board – 3 terms expiring  
Transportation Advisory Board – 1 term expiring  
Waterways Commission – 3 terms expiring

**July, 2023**  
Airport Authority – 4 terms expiring  
East Lake Community Center Board – 1 term expiring  
Game and Wildlife Commission – 4 terms expiring  
Wanchese Community Center Board – 5 terms expiring

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

An application must be submitted to the Clerk in order for your name to be considered for a board or committee appointment. Applications are kept on file for three years.

The application form is available on the Dare County website

(Please see Board of Commissioners under Advisory Boards and Committees for link)

***Cheryl C. Anby, Clerk to the Board at 252-475-5700***



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

**Description**

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

**Board Action Requested**

Consider items presented

**Item Presenter**

Robert Outten, County Manager