



**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, May 15, 2017**

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

**AGENDA**

- 5:00 PM**      **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1**      Opening Remarks - Chairman's Update
- ITEM 2**      Public Comments
- ITEM 3**      Request to Name Skyco Community Walkway in Honor of Marshall and Gussie Collins
- ITEM 4**      Policy for Naming of Dare County Buildings and Facilities
- ITEM 5**      Approval of Chicamacomico Banks Fire Department Service Contract
- ITEM 6**      Approval of New Chicamacomico Banks Fire Insurance District
- ITEM 7**      Interlocal Agreement - Southern Shores Beach Nourishment Project
- ITEM 8**      Dog Tethering Ordinance
- ITEM 9**      Consent Agenda
1. Approval of Minutes (May 1, 2017 & Budget Workshops on April 24, 26, May 1)
2. DCDHHS, Public Health Division - Cabinetry & Equipment for Exam Rooms
- ITEM 10**     Commissioners' Business & Manager's/Attorney's Business

**ADJOURN UNTIL 9:00 A.M. ON JUNE 5, 2017**



*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



*Public Comments*

**Description**

The Dare County Board of Commissioners will provide time on the agenda for Public Comments.

**Board Action Requested**

Hear Public Comments

**Item Presenter**

Robert Outten, County Manager



*Request to Name the Skyco Community Walkway in Honor of Marshall and Gussie Collins*

**Description**

The descendants of Marshall C. Collins have submitted a request to have the new walkway in the Skyco community named in honor of Marshall and Gussie Collins.

The Skyco community walkway extends from the Visitors Center to Toler Road and picks up again at Skyco Road. The walkway is located on land that was previously owned by Marshall and Gussie Collins.

Attached is a letter from Joan Collins outlining the request to name the walkway in honor of her grandparents.

**Board Action Requested**

Name the walkway "The Marshall and Gussie Collins Walkway"

**Item Presenter**

Joan Collins

Mr. Bobby Outten  
County Manager/County Attorney  
P.O. Box 1000  
Manteo, NC 27954

March 4, 2017

Dear Mr. Outten:

I am writing on behalf of the descendants of Marshall C. Collins regarding the new walkway in the Skyco Community that extends from the Visitor Center to Toler Road and then picks up again at Skyco Road. As a point of reference, my name is Joan L. Collins. I am also the owner of the new home that is located next to the walkway at the Toler Road walkway location. My grandparents, Marshall and Gussie Collins, were the previous owners of the land where the walkway at Toler Road has been built.

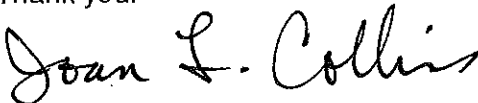
Please extend thanks to Dare County officials for their efforts in making the new walkway a reality. Both locations look great and surely will be a welcome added attraction to the community. Please also extend my personal thanks to those involved in taking my concerns into consideration and re-positioning the walkway at Toler Road so it is not as close to my property line as originally planned.

The descendants of Marshall Collins request the new walkway be named "**The Marshall and Gussie Collins Walkway**". Our family contributions have helped Dare County to acquire the Dare County Court House, Dare Center, and the Visitor Center, and now the new walkway has been placed on what used to be family land. Thus, we believe it most fitting for the walkway to be named to honor Marshall and Gussie Collins who once lived and farmed on the land.

A coincidental and yet another fitting factor is that Marshall Collins used to be the caretaker at the old Skyco Lodge once located in the Skyco Community and very near where the Skyco Road walkway location has been built. Going back and forth to work daily, he would have likely walked the very same pathway where the new walkway extends. Marshall Collins was well respected in the community, by blacks and whites alike. Although he has long passed; to this day old timers in the community fondly recall him and remember him as a man of high integrity. Having those using the pathway to walk the very same footsteps he would have traveled each and every day would indeed be a unique and special way to honor to a man who's family has made significant contributions to our community.

If you need any additional information, or if I can be of assistance in any way, please do not hesitate to let me know.

Thank you.



Joan L. Collins



*Policy for Naming of Dare County Buildings and Facilities*

**Description**

Attached is a draft policy for Dare County to use in handling requests to have county owned buildings or facilities named in honor of an outstanding citizen to memorialize his or her contributions to the community.

This policy would be used to process requests for naming any county owned building or portion thereof, athletic field, recreation area, or other improvement.

The policy sets forth the nomination process and outlines the criteria for nomination.

**Board Action Requested**

Discuss and take appropriate action

**Item Presenter**

Robert Outten, County Manager

## Policy for Naming of Dare County Facilities and Improvements

The Dare County Board of Commissioners may name any County owned building or portion thereof, athletic field, recreation area, or other improvement (hereinafter Facility) as set forth in the following procedures:

### Nomination Procedures

Any individual (or group?) may be nominated to have a Facility named in his/her honor to memorialize his or her contributions to Dare County. A nomination form can be obtained from the Dare County Board of Commissioners office and should be returned to the Clerk to the Board of Commissioners upon completion. Anonymous nominations shall not be accepted. Additional information such as letters of support or resolutions from other agencies may be submitted with the nomination form. Upon receipt, the Clerk will submit the nomination and accompanying materials to the Chairman of the Dare Board of Commissioners. The Chairman may place the nomination on a Board of Commissioners meeting agenda under the normal and customary procedures for agenda approval.

### Criteria for Nomination:

The following criteria shall be used to evaluate the nominee:

1. Must have been a full-time Dare County resident for a minimum of \_\_\_ years, or if deceased, have been a full-time Dare County resident for a minimum of \_\_\_ years.
2. Must be of good character and have supporting documentation of good character from multiple sources.
3. Must not have any pending criminal charges or have been found guilty of any criminal acts. (Exclude for felonyonly?)
4. Must have a satisfactory background check
5. Must have made significant contributions to Dare County through public service or volunteer activities. These contributions should be detailed on the nomination form or by separate attachment.
6. Should have some connection to the facility being named or the community in which the facility is located.
7. If nominee is alive, approval from nominees.
8. If nominee is deceased, a letter of support from the surviving legal next of kin.

Factors that will be considered in the evaluation:

1. Past service as a Dare County elected official or other State or federal office on behalf of Dare County.
2. Financial contributions and/or land donations made by the individual or on his/her behalf for the benefit of the facility.
3. Significant volunteer activities related to the facility
4. Are there other facilities in Dare County already named for the individual.
5. Military service and accomplishments
6. Other factors as may be determined by the Dare County Board of Commissioners

#### Action by Board of Commissioners

The Dare County Board of Commissioners shall review all nominations and any accompanying documentation and shall only take action on the naming nomination at a Board meeting on. Any action to approve shall be by unanimous vote (would you rather have 5/7 or majority vote?) of the Board of Commissioners.

(In the event there are multiple nominations for naming of a Facility, then a still require unanimous vote or use different criteria?)

If a nomination is approved, the Clerk to the Board shall notify the individual submitting the nomination form. Dare County shall be responsible for the posting of any plaque or signage for the named Facility as appropriate for the Facility.





*Approval of Chicamacomico Banks Fire Department Service Contract*

**Description**

With the cooperate merge of the Chicamacomico Banks and Salvo Fire Departments it is necessary to execute a new contract for fire protection coverage in the Salvo Fire Tax District. This new contract is also a requirement of the Department of Insurance Office of the State Fire Marshal in order to complete the fire ratings inspection that will occur shortly after the Office is notified and all paperwork is filed.

**Board Action Requested**

Approval of the contract with the Chicamacomico Banks Fire Department to provide service in the Salvo Fire District.

**Item Presenter**

Fire Marshal Steven Kovacs

NORTH CAROLINA  
DARE COUNTY

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this the 15<sup>th</sup> day of May, 2017 , by and between COUNTY OF DARE, also referred to as County, and the CHICAMACOMICO FIRE DEPARTMENT, also referred to as Fire Department;

WITNESSETH:

WHEREAS, N.C.G.S. 69-25.5 provides that counties may provide for fire prevention in a fire district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, N.C.G.S. 159-13a provides that the budget ordinance of a Board of Commissioners may be in any form that the Board considers most efficient in enabling it to make the fiscal policy decisions embodied therein, and that financial transactions related to the fire district may be accounted for in an agency fund established to account for moneys held by the County as an agent; and

WHEREAS, the Fire Department is a nonprofit corporation organized for fire protection for the public; and

WHEREAS, it serves a special tax district created by a vote of the people to fund the Fire Departments operations; and

WHEREAS, the County levies and collects the taxes and is responsible for said funds for the use and benefit of the citizens in the fire protection district; and

WHEREAS, the County desires to standardized all its arrangements with Fire Departments in the County;

NOW, THEREFORE, in consideration of the premises, the parties hereto contract and agree as follows:

1. The County contracts and agrees that it will cause to be assessed or levied a special tax of all real and personal property in the Salvo Fire District described in Attachment A unless otherwise limited by law and/or vote of the people; and will collect said tax as a part of the ad valorem taxes of the County of Dare.
2. That an agency fund shall be maintained by the County for the funds collected as a result of said special tax.
3. That current fire district taxes and two years of delinquent fire district taxes, as they are collected by the County, shall be remitted to the Fire Department within five (5) business days following the end of each month, when feasible. The Fire Department will provide the Dare County Finance Department instructions for the electronic delivery of funds collected for the Fire Department by the County.
4. The Fire Department shall provide the necessary equipment and personnel for furnishing adequate fire protection as determined by the North Carolina Department of Insurance, Fire and Rescue Division, for all property located within the Fire District, and it will maintain a

- minimum 9-S rating through the Department of Insurance and furnish said fire protection free of charge to all persons and individuals located in said District in an efficient and workmanlike manner.
5. The Fire Department further agrees to comply with the adopted state fire code and work directly with the Dare County Fire Marshal as a combined effort to improve the insurance rating of this fire district.
  6. That all funds paid to the Fire Department by the County shall be used exclusively to provide fire protection within said Fire District and to pay other legitimate fire protection expenses.
  7. The Fire Department will maintain its status as a nonprofit corporation and IRS Section 501(c) (4) or 501(c) (3) status. The Fire Department will properly and timely file annual any required IRS form 990 and will submit a copy to the Dare County Finance Department
  8. The County may inspect all books and accounts of the Fire Department at any time it shall desire. It is further agreed that the Fire Department will comply with any existing special district financial reporting requirements adopted by the Dare County Board of Commissioners (see Attachment B for current requirements).
  9. The Fire Department agrees to comply with County budgeting procedures and other procedures provided for by State law and agrees to submit budget estimates to the Board of Commissioners on standard forms as instructed by the Dare County Finance Department. The Fire Department also agrees to use standard line items for accounting devised or consented to by the County Finance Department.
  10. This contract shall begin upon execution and shall expire on the 30th day of June, 2018, unless sooner terminated by either party upon written notice of 180 days.
  11. The Fire Department further agrees to file with the County Finance Department a true copy of the Articles of Incorporation, existing bylaws and any changes made thereto from time to time; further, the Fire Department agrees to adopt bylaws which meet all minimum legal requirements and which bylaws, in addition thereto, have reasonable provisions enabling citizens of the community to participate in the affairs of the corporation at no less than one annual meeting and vesting in a Board of Directors the authority to manage the affairs of the corporation without a vote of the membership to the extent permitted by N.C.G.S. 55A, the North Carolina Nonprofit Corporation Act.
  12. Upon non-compliance with sections 6, 7, 8, 9 or 11 of this agreement, as determined by the Dare County Finance Director, the Fire Department shall be promptly notified in writing by the Dare County Finance Director. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions", the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.
  13. The Fire Department shall defend, indemnify and hold harmless Dare County, as well as their respective officers, agents and employees who perform any services or duties under this Agreement, from any claims, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.

14. Fire Department agrees to maintain insurance coverage, the premiums for which shall be included in the budget of the Fire Department, said coverage to be as follows:
  - a. Workers' Compensation: Coverage to apply to all volunteers for statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident; \$100,000.00 bodily injury or disease for each employee and \$500,000.00 bodily injury or disease policy limit.
  - b. Comprehensive General Liability: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, products and/or completed operations, broad form property damage, and a contractual liability endorsement.
  - c. Business Auto Policy: Shall have minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles, and employee non-ownership.
  - d. Professional Errors and Omissions Liability: Coverage shall have minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
  - e. Umbrella Liability: Coverage shall have a minimum limit of \$1,000,000.00 with underlying coverage of compensation/employers liability.
  
15. Additional special requirements shall be as follows:
  - a. The County is to be included as an additional insured on each of the liability policies in the agreement.
  - b. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this contact. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage. The certificates of insurance meeting the required insurance provisions shall be forwarded to the County. Wording on the certificates which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.
  - c. The Fire Department agrees that it and all of its subcontractors are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to NCGS 143-6A-4. The Fire Department agrees that it shall not utilize a subcontractor that is identified on the list.

IN TESTIMONY WHEREOF, the party of the first part has caused this instrument to be signed in its name by its Chairman, attested by its Clerk and its corporate seal affixed hereto, all as the act and deed of the said Dare County Board of Commissioners, and the party of the second part has caused this instrument to be signed in its name by its President, attested by its secretary and its corporate seal affixed hereto, all by order of its Board of Directors duly given, the said year first above written.

DARE COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

\_\_\_\_\_  
Clerk

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who, being by me duly sworn, deposes and says that he is Chairman of the Board of Commissioners of Dare County, that the seal affixed to the foregoing instrument in writing is the official seal of said County, that the said writing was signed and sealed by him in behalf of said County Board of Commissioners by its authority duly and legally given, and he acknowledged the said writing to be the act and deed of the said Board of County Commissioners of Dare County.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

CHICAMACOMICO BANKS FIRE DEPARTMENT

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

ATTEST:

\_\_\_\_\_  
Secretary

NORTH CAROLINA  
DARE COUNTY

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for the aforesaid State and County, personally came \_\_\_\_\_, who, acknowledged that (s)he is President of the CHICAMACOMICO BANKS FIRE DEPARTMENT, a North Carolina corporation, and that by authority duly given and as the act of corporation, the foregoing instrument was signed in its name by him/her as its President, sealed with its corporate seal and attested by its corporate Secretary.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**DESCRIPTION OF SALVO FIRE PROTECTION DISTRICT**  
**SERVED BY: CHICAMACOMICO BANKS SALVO FIRE DEPARTMENT**  
**DARE COUNTY**

**MAP: EACH BLOCK = ½ MILE**

**Approved by Dare County on: 4-5-2002**

(1) Beginning at the point of intersection of the West line of lands belonging to the United States of America and comprising a part of the Cape Hatteras National Seashore with the North line of those certain lands now or formerly belonging to “Wimble Shores, Inc.” as recorded in Map Book 2 Page 243, in the office of the Register of Deeds of Dare County, North Carolina and running thence in a Westwardly direction along the North line of the aforesaid Wimble Shores, Inc. to a point on the Pamlico Sound (2) and running thence in a Southwardly direction and following the various meanderings of the Pamlico Sound to the North line of lands owned by the United States of America; thence following the North line of the aforesaid United States of America lands in an Eastwardly direction to the point of intersection (4) of the Western boundary line of the United States of America lands, thence in a Northwardly direction to the point of beginning. Said lands comprising the whole of the village of Salvo.

**Special Taxing Districts Financial Reporting Requirements  
Adopted by the Dare County Board of Commissioners on July 16, 2007**

Financial reporting requirements shall be reflected in the special district's contract with the County. All special district contracts are to be amended to reflect these provisions.

Special district contracts shall be established with those that do not currently have them: the Hatteras Community Center, the Stumpy Point Community Center, the Wanchese Community Center and the Rodanthe, Waves, Salvo Community Center.

Contracts shall be established for the Manns Harbor Community Center, the East Lake Community Center and the Roanoke Island Community Center, where the County owns the property and provides certain services but the special district does not levy a property tax.

All special districts are required to submit a budget request to the County Finance Department. Such budget request will include a line item breakdown of the entire special district budget for the year of the request and shall specifically state the requested property tax rate requested to be levied.

If property taxes levied by Dare County for the special district annually exceed \$150,000 an independent external audit is required and the audit will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

If property taxes levied by Dare County for the special district annually exceed \$100,000 but are \$150,000 or less, an external review or compilation is required and the review or compilation will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year.

In all cases where an IRS Form 990 is filed, the same will be filed with the Dare County Finance Department within six months of the end of the special district's fiscal year or one month after the extended filing date with proof of filing an extension with the IRS.

In all cases the special district's Articles of Incorporation, By-laws, and IRS 501(c)(3) Determination Letter are to be filed in the Dare County Finance Department. Any revisions to the above will be filed with the Dare County Finance Department.

For any district not in compliance with the financial reporting requirements of their contract, the County Finance Director will notify the special district in writing of such at least three times. If the non-compliance has not been remedied within three months of its occurrence, the County will begin to charge the special district a property tax collection fee of 1.5% of the amount collected until the non-compliance is remedied. If the non-compliance is not remedied within 12 months from the date of occurrence, the County Finance Director will not certify any "Report of Fire Conditions" (required for the volunteer fire department's participation in the Fireman's Relief Fund), the contract terminates as of the next June 30, and the contract must be renewed and renegotiated with the Board of Commissioners.



***APPROVAL OF NEW CHICAMACOMICO BANKS FIRE INSURANCE DISTRICT***

**Description**

With the cooperative merge of the Chicamacomico Banks and Salvo Fire Departments it is necessary to update the fire insurance district. The new district would combine the existing Salvo and Chicamacomico insurance districts into one insurance district served by the merged department. This approval is needed by the Department of Insurance Office of the State Fire Marshal to complete the required fire ratings inspection of the new, combined, district.

**Board Action Requested**

Approve the new Chicamacomico Banks Fire Insurance District as presented.

**Item Presenter**

Fire Marshal Steven Kovacs



# R E S O L U T I O N

## **For Approval of Insurance District Boundaries**

NORTH CAROLINA

DARE COUNTY

Upon motion by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_, RESOLVED that the  
Board of Commissioners of the County of Dare approve the 6 mile boundary lines of the  
Chicamacomico Banks Fire Insurance District in accordance with the maps and  
description filed this date with the Board of County Commissioners and recorded in the  
minutes of the meeting. Said Chicamacomico Banks Fire Insurance District being  
described as follows:

Beginning at the center point of NC 12 Highway on the northern border of  
the Village of Rodanthe and the US Fish & Wildlife boundary line. The  
district line runs east to the Atlantic Ocean then turns south. This line  
continues south to a point at the intersection of the southernmost property  
line in the Village of Salvo, which borders the National Park Service  
property. The line then moves along the National Park Service border to  
the edge of the Pamlico Sound. The line moves north following the  
meanderings of the Pamlico Sound to the northernmost property that  
borders the US Fish & Wildlife boundary line. At this point the line turns  
east along the boundary line returning to the point of beginning at the center  
of NC 12 Highway.

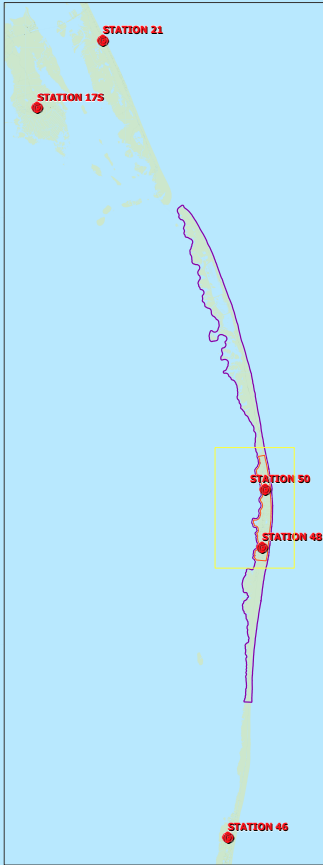
NORTH CAROLINA  
DARE COUNTY

This is to certify that the foregoing is a true and accurate copy of excerpt from the Minutes of the Board of County Commissioners of Dare County, adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Clerk to the Board

**(SEAL)**

# Chicamacomico Banks Fire District Stations 48 & 50



Insurance District Line

Insurance District Line

### Total road surface mileage by distance from station

25.0 total miles of surface within 1.5 miles from station.  
 1.5 total miles of surface between 1.5 - 2.5 miles from station.  
 0 total miles of surface between 2.5 - 5.0 miles from station.

**Total road surface mileage in insurance district : 26.5 miles.**



	Fire Stations
	Insurance District
	Chicamacomico Banks District
Service Area Roads	
Range	
	0 - 7920 ft
	7921 - 13200 ft
Hydrants by GPM	
	0 - 500
	500.1 - 1000
	1000.1 - 1500
	1500.1 - 2000
	Buildings



*Interlocal Agreement - Southern Shores Beach Nourishment Project*

**Description**

The Town of Southern Shores has determined to undertake a beach nourishment projects within their town. Attached is an Interlocal Agreement between Dare County and the Town of Southern Shores that is consistent with agreements that have been done with other municipalities that are undertaking beach nourishment projects.

**Board Action Requested**

Approve Interlocal Agreement with the Town of Southern Shores

**Item Presenter**

County Manager, Robert Outten

## INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** dated as of April \_\_, 2017 (the "*Interlocal Agreement*") among the **COUNTY OF DARE, NORTH CAROLINA**, a political subdivision of the State of North Carolina (the "*County*"), the **TOWN OF SOUTHERN SHORES, NORTH CAROLINA**, a municipal corporation organized under the laws of the State of North Carolina (the "*SS*");

### WITNESSETH

**WHEREAS**, the Town has determined to undertake a beach nourishment project within its Town as they are authorized to do under North Carolina law;

**WHEREAS**, the County has determined to assist the Town in financing the beach nourishment projects from the County's beach nourishment fund;

**WHEREAS**, the Town and the County have determined that they can achieve significant cost savings by cooperating to construct the beach nourishment projects by entering into a single construction contract for such projects;

**WHEREAS**, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the "*Interlocal Act*"), municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

**WHEREAS**, the parties to this Interlocal Agreement desire to set forth their agreement herein;

**NOW THEREFORE**, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

In addition to the terms defined above, the following terms have the meanings herein as set forth therefor, unless the context otherwise requires:

**"Beach Nourishment Fund"** means the fund held by the County from occupancy tax proceeds and dedicated to beach nourishment projects in the County.

**"Contracts"** means, collectively, the Dredge and Construction Contract and the Project Management Contract.

**"Construction Fund"** means the fund established under Section 4.2.

**"County Contribution"** means the amount that the County will pay from the Beach Nourishment Fund towards each Project as set forth Section 4.1.

**"Dredge and Construction Contract"** means the primary contract with the winning bidder for the construction of the Projects.

**“Duck Project”** means the portion of the Projects within the Town limits of Duck.

**“Kill Devil Hills Project”** means the portion of the Projects within the Town limits of Kill Devil Hills.

**“Kitty Hawk Project”** means the portion of the Projects within the Town limits of Kitty Hawk.

**“Project Manager”** means Coastal Planning & Engineering of North Carolina, P.C.

**“Project Management Contract”** means contract with the Project Manager to monitor and manage the construction of the Projects on behalf of the Town.

**“Projects”** means the beach nourishment projects in each of the Town that will be described in detail in the Dredge and Construction Contract.

**“Town Representatives”** means the duly authorized representative of the Town authorized to execute all documents contemplated by this Interlocal Agreement and to administer this Interlocal Agreement on behalf of the Town.

## ARTICLE II

### STATEMENT OF PURPOSE

The Town and the County are entering into this Interlocal Agreement under the Interlocal Act to cooperate in the construction of the Projects by having the County enter into the Contracts for the Projects to achieve overall savings on the construction costs. This Interlocal Agreement sets forth the terms under which the County will enter into the Contracts for the Projects and the parties understanding as to the administration of the construction process, the financing of the Projects and the liabilities associated with the construction of the Projects.

## ARTICLE III

### CONSTRUCTION AND ADMINISTRATION OF PROJECTS

Section 3.1. **Administration of Projects.** The County will enter into the Contract for the Projects or modify the existing contract between County and contractor for the construction of the Duck, Kitty Hawk and Kill Devil Hills projects.. SS will be solely responsible for the administration of the SS Project. The Town will designate a Town Representative or Representatives that are authorized by his or her respective Town to execute all documents contemplated by this Interlocal Agreement and to administer this Interlocal Agreement on behalf of the Town. The Project Manager will manage the Projects on a day-to-day basis on behalf of each Town under the Project Management Contract. The Project Manager will provide periodic updates to the Town and the County on the Projects as required by the Project Management Contract.

Section 3.2. **Project Modifications.** The Town shall have the right, power and authority to cause modifications to the design, scope, construction and other aspects of its Project (the **“Project Modifications”**). The Town shall have the right to enact a Project Modification that increases the cost of its Project as long as the Town accepts in writing the sole responsibility for the additional cost of its

Project unless the County and the Town agree otherwise in an amendment to this Interlocal Agreement. Any Project Modifications shall be memorialized in writing and a copy of same shall be submitted by the Town implementing the Project Modification to the County and the other Town at least ten (10) business days before the effective date of the Project Modification. In no event shall a Project Modifications (i) materially impact any of the other Projects without the applicable Town's prior written consent or (ii) increase the County Contribution for such Project without the County's prior written consent. The County agrees to sign any change order to the Contracts submitted in accordance with the terms of this Section 3.2.

Section 3.3. **Construction Meetings.** In addition to the construction meetings required in the Dredge and Construction Contract, the County may call joint meetings of the County and the Town Representatives to receive construction updates and to discuss matters pertaining to the Projects and this Interlocal Agreement.

Section 3.4. **Payment of Invoices.** All invoices submitted pursuant to the Contracts for the Projects will be reviewed by the Project Manager and submitted to the Town for approval. Once approved by the Town, unless payment is to be made to the Project Manager, the Project Manager will submit the invoice on behalf of the Town to the County for payment. Unless the County has been informed in writing by a Town Representative of an objection to paying a particular invoice, the County will promptly pay all invoices submitted and approved by the Project Manager in accordance with the instructions on the invoice. The County is not responsible for independently reviewing the validity of the invoices for payment under the Contracts. The County will make all reasonable efforts to effect the payment of the invoices in accordance with the Contracts.

With respect to the invoices submitted under the Dredge and Construction Contract, as part of its approval and submission to the County, the Project Manager will identify the Project with which the payment is associated, or if associated with multiple Projects, how the cost should be allocated among Projects. The County will allocate the Project costs under the Dredge and Construction Contract to each of the Projects as set forth in the Project Manager's submission. The Project costs for invoices submitted under the Project Management Contract will be allocated among the Projects on pro-rata basis based on total costs of the Projects.

Section 3.5. **Insufficiency of Funds.** The County will account for the amount of Project costs that are allocable to each Project as set forth in Section 3.4. Notwithstanding anything herein, the County will not be responsible for paying Project Costs from the Construction Fund allocable to a particular Project if the County's records show that there are insufficient funds available from the sources for payment of that Project as set forth in Article IV. In such event, the Town for which funds are insufficient will be solely responsible for payment of such excess costs of the Project.

## ARTICLE IV

### FINANCING OF PROJECTS

Section 4.1. **Project Funding.** The total estimated cost of the project, including pre-construction costs, is \$1,000,000. County will contribute an amount equal to 50% of the total cost of the project, not to exceed \$500,000.00. All other costs will be paid by Town.

The County will pay its share of the Projects as set forth above from the Beach Nourishment Fund held by the County. The Town will have received all required approvals and will have all funding

in place and available for use on or before the date that the County signs the Dredge and Construction Contract.

Section 4.2. **Construction Fund.** The County will establish a Construction Fund to be held by a depository to be selected by the County. Town will provide County with its share of the costs to be deposited in the Construction Fund. Once the Town has deposited its funds into the Construction Fund, all costs of the Contracts will be paid from the fund. It is the intent of the parties hereto that the Town will be required to pay their entire contribution towards the Projects as set forth in Section 4.1 and that any savings from the total Project costs will be retained by the County in the Beach Nourishment Fund and any costs in excess of the estimated shall be paid by Town.

Funds will be requisitioned from the Construction Fund as set forth in Article III. If funds in the Construction Fund are insufficient to complete the Project, the will be solely responsible for any deficiency for such Project. If the actual costs of any of the Projects is less than the Total Project Cost as set forth in Section 4.1, then the excess funds will be retained by the County in the Beach Nourishment Fund.

Section 4.3. **County Contributions to the Town to be used for Debt Service.** None.

## ARTICLE V

### DISPUTES AND MEDIATION

Section 5.1. **Agreement to Work Together to Settle Disputes.** This Interlocal Agreement shall be liberally construed in order to promote a harmonious relationship between the parties with regard to the completion of the Projects. The County and the Town accept the relationship of trust and confidence established between each of the parties by this Interlocal Agreement. If a problem or dispute arises that this Interlocal Agreement does not directly or indirectly address, the County shall call a meeting with the Town Representatives to discuss and the County and the Town covenant to work with one another in good faith to determine a mutually satisfactory solution.

Section 5.2. **Mediation.**

a. **Agreement to Mediate Dispute.** The County and the Town will attempt to settle any dispute, claim or controversy arising out of this Interlocal Agreement through consultation and negotiation in good faith and in a spirit of mutual cooperation as set forth in Section 5.1. If those attempts fail, then the claim or dispute will be mediated by a mutually-acceptable mediator before any party resorts to court action. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial, neutral mediator who is authorized to facilitate the resolution of the dispute, but who is not empowered to impose a settlement on the parties.

b. **Demand for Mediation.** A demand for mediation must be submitted in writing to the other parties to this Interlocal Agreement. The demand for mediation shall proceed in advance of legal or equitable court proceedings, which shall be stayed pending mediation for a period of 60 days from the date of the demand for mediation, unless stayed for a longer period by agreement of the parties or by court order.

c. **Selection of Mediator.** The parties shall jointly select a mediator within 45 days after written notice by either party demanding mediation. The mediator shall be a member of the North Carolina State Bar and residing in the First Judicial District of North Carolina. Failing this joint action, the parties shall each separately designate a mediator and, within 15 days after their appointment, the two



designated mediators shall jointly designate a third mediator. The third mediator shall then become the sole mediator for purposes of this paragraph. The failure of either party to appoint a mediator within the time allowed shall be deemed equivalent to appointing the mediator appointed by the other party. Each mediator shall be disinterested in the subject matter of this Interlocal Agreement.

d. *Mediation Procedure.* The mediation procedure shall be that which is contained in the Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions adopted pursuant to N.C. Gen. Stat. Sec. 7A-38.1 as same may be amended from time to time.

e. *Miscellaneous provisions.*

(1) The mediation fee, if any, shall be divided equally among the parties involved.

(2) Each party shall pay its own attorneys' fees and other costs.

(3) Before the mediation begins, the parties agree to sign a document limiting the admissibility in arbitration or any civil action of anything said, any admission made, and any documents prepared, in the course of the mediation.

(4) If any party commences a court action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then, in the discretion of the judge, that party shall not be entitled to recover attorney's fees even if they would otherwise be available to that party in any such court action. However, the filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not in itself constitute a loss of the right to recover attorney's fees under this provision.

(5) The following matters are excluded from the requirement of mediation hereunder: (a) good faith efforts to resolve the dispute under these procedures have been unsuccessful, or (b) interim relief from a court is necessary to prevent serious and irreparable injury to one party or to others.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

## **ARTICLE VI**

### **LIABILITIES AND INDEMNIFICATION**

The parties acknowledge that the SS project will be part of the existing Duck, Kitty Hawk and Kill Devil Hills project. Any liabilities arising from the Duck Project will be the sole responsibility of Duck. Any liabilities arising from the KDH Project will be the sole responsibility of KDH. Any liabilities arising from the Kitty Hawk Project will be the sole responsibility of Kitty Hawk. Any liabilities arising from the SS Project will be the sole responsibility of SS. Any liabilities arising from the Construction Contract or the Projects as a whole will be the responsibility of each of the Town in proportion to the cost of its particular portion of the Projects to the overall costs of the Projects.

The Town, in the same manner as set forth in the paragraph above with respect to its liabilities under this Interlocal Agreement, will indemnify, protect and save the County and any member of the governing body, officer, agent or employee thereof, acting in such capacity, harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting, directly or indirectly, from the Project or the Contracts, or from injuries to person or property occurring from or related to the Project or the Contracts. It is intended that except as to the provision of funds as set for the in Article IV and the indemnities provided in the following paragraph, County shall have no other monetary or financial liabilities, risks or obligations of any kind arising from the Project or the Contracts. The indemnification arising under this Article shall survive the termination of this Interlocal Agreement and continue in full force and effect notwithstanding the payment in full of all obligations under this Interlocal Agreement.

The Town recognizes that the County is entering into this Interlocal Agreement for the purpose of assisting the Town in the execution and administration of the Contracts in order to achieve savings in the costs of the Project. The County will indemnify, protect and save the Town and any member of the governing body, officer, agent or employee thereof, acting in such capacity, harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting, directly or indirectly the failure of the County to provide the funding and enter into the Contracts in accordance with the terms of this Interlocal Agreement and to pay the invoices under the Contracts in accordance with the terms of Section 3.4. The indemnification arising under this Article shall survive the termination of this Interlocal Agreement and continue in full force and effect notwithstanding the payment in full of all obligations under this Interlocal Agreement.

## **ARTICLE VII**

### **PERFORMANCE OF GOVERNMENT FUNCTIONS**

Nothing contained in this Interlocal Agreement shall be deemed or construed so as to in any way estop, limit, or impair the Town or the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions pursuant to applicable law.

## **ARTICLE VIII**

### **DEFAULTS AND REMEDIES**

The County and the Town, or any one of them, will be in default under this Interlocal Agreement if it fails to comply with the terms of this Interlocal Agreement.

If an event of default occurs as set forth in the preceding paragraph, and after following the procedures and requirements of Article V herein, each party hereto will have all remedies available at law or in equity to enforce any of the terms and provisions hereof, including, but not limited to, or actions at law for damages and equitable actions seeking rescission of this Interlocal Agreement and/or injunctive relief (mandatory or prohibitory) to prevent the breach or threatened breach of any term or provision thereof or to enforce the performance of all terms and conditions of this Interlocal Agreement. All remedies are cumulative; the exercise of any one or more of them will not in any way alter or diminish the rights of the exercising party to any other remedy provided herein or at law or in equity. Action under this Interlocal Agreement will not be taken, however, until the non-defaulting party or parties gives the defaulting party or parties written notice of the event of default and a reasonable opportunity to cure the event of default.

### ARTICLE XIII NOTICES

Except as otherwise provided in this Interlocal Agreement, all notices, certificates, requests, requisitions, or other communications given pursuant to this Interlocal Agreement must be in writing and will be sufficiently given and will be deemed given when delivered by hand or mailed by certified mail, postage prepaid, addressed as follows:

County: Attention County Manager  
PO Box 1000  
Manteo, NC 27954

Duck: Attention Town Manager  
PO Box 8369  
Duck, NC 27949

KDH: Attention Town Manager  
PO Box 1719  
Kill Devil Hills, NC 27948

Kitty Hawk: Attention Town Manager  
PO Box 549  
Kitty Hawk, NC 27949

Southern Shores: Attention Town Manager  
5375 N. Virginia Dare Trail  
Southern Shores, NC 27949

### ARTICLE IX

#### MISCELLANEOUS

Section 9.1. *Amendment.* This Interlocal Agreement may be amended through a supplement approved in writing by the County and Town.

Section 9.2. **Severability.** If any section of this Interlocal Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the parties hereto that all other provisions of this Interlocal Agreement shall remain in full force and effect.

Section 9.3. **Governing Law.** This Interlocal Agreement is to be governed by and interpreted in accordance with the laws of the State of North Carolina.

Section 9.4. **Time is of the Essence.** Time is of the essence in this Interlocal Agreement.

Section 9.5. **Execution in Multiple Counterparts.** This Interlocal Agreement may be executed in multiple counterparts, each of which constitutes a completed document.

Section 9.6. **Effective Date.** This Interlocal Agreement takes effect on its execution by the County and the Town.

Section 9.7. **Termination.** This Interlocal Agreement shall terminate under either of the following two (2) circumstances: (1) when all of the following events have occurred: (a) the completion of all of the Projects as evidenced by certificates of completion issued to the County and the Town by the Project Manager, (b) the balance in the Construction Fund is zero, and (c) all duties and responsibilities of the County and Town set forth in this Interlocal Agreement have been completed or waived in writing by the parties; or (2) the date on which the County and Town mutually agree to terminate this Interlocal Agreement by action of their respective governing boards or councils.

Section 9.8. **Public Information.** All public information related to the Projects shall be the responsibility of the Town.

**IN WITNESS WHEREOF**, the Chairman of the Board of Commissioners of the County and the Mayor of Southern Shores have each executed this Interlocal Agreement to evidence the agreement of the parties hereto and the respective Town Clerks and the Clerk to the Board of County Commissioners have affixed the seal of the Town and the County, as applicable, to this Interlocal Agreement.

**COUNTY OF DARE, NORTH CAROLINA**

[SEAL]

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

Attest:

\_\_\_\_\_  
Clerk to the Board of County Commissioners

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

\_\_\_\_\_  
Finance Officer  
County of Dare, North Carolina



TOWN OF SOUTHERN SHORES, NORTH CAROLINA

By: Thomas G. Bennett  
Mayor

Attest:

Debra Kane  
Town Clerk

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

Bonnie Sumi  
Finance Officer  
Town of Southern Shores, North Carolina



*Dog Tethering Ordinance*

**Description**

At the May 1, 2017 Board of Commissioners meeting, Commissioner Ross asked staff to research an ordinance that would address the tethering of dogs in an effort to safeguard humane treatment.

A draft ordinance is attached that sets forth regulations to govern the tethering of dogs.

**Board Action Requested**

Discuss and take appropriate action

**Item Presenter**

Commissioner Rob Ross & County Manager Robert Outten

## **Chapter 91 Animals -- revisions for tethering of dogs**

### **91.001 DEFINITIONS (new definitions to be added)**

**Adequate food.** The provision at suitable intervals, of a quantity of suitable foodstuff suitable for the species and age, sufficient to maintain the animals health and well-being.

**Adequate shelter.** A structure which provides for an animals protection from inclement weather or sun, appropriate for that animal.

**Adequate water** Access to a supply of water that is clean, fresh, and visibly free of excessive debris and organic material, provided in a sanitary manner at suitable intervals for the species.

**Animal.** Any live, vertebrate creature specifically including but not limited to dogs, cats, farm animals, birds , fish, livestock, and reptiles

**Responsible Party** -- A person having custody of an animal, or who keeps or harbors an animal, feeds or shelters, or who permits an animal to remain on or about any premises occupied or controlled by such person

**Tether.** A means by which an animal is fastened so that it can range only within a set radius

**Tethering.** To restrain a dog outdoors by means of a rope, chain, wire or other type line for holding a dog one end of which is fastened to the dog and the end of which is connected to a stationary object or to a cable or trolley system. This does not include walking an dog with a handheld leash

### **91.011 MANNER OF KEEPING TREATING ANIMALS GENERALLY (new section)**

It shall be unlawful for any person to keep animals under unsanitary or inhumane conditions; to fail to provide proper food and water daily, shelter from the weather, reasonably clean quarters, and proper medical attention for sick, diseased or injured animals, as well as adequate inoculation against disease, according to the species of the animal kept

### **91.033 General Care and Tethering of Dogs (new section)**

(A) It shall be unlawful for any person to restrain a dog using a chain, wire or other type of tethering device on vacant or unoccupied property .

(B) It shall be unlawful for any person to restrain a dog using a chain, wire or other type of tethering device except under the following conditions:

(1) No person shall tether, fasten, chain, tie or restrain a dog, or cause such restraining of a dog, to a tree, fence, post, dog house, or other stationary object for more than a total of three hours in a 24-hour period.

(2) During periods of tethering, any tethering device used shall be at least ten feet in length and attached in such manner as to prevent strangulation or other injury to the dog and entanglement with objects. If a cable trolley system is used for tethering, the length of the cable along with the tethering device must be

at least ten feet in length and the dog must be able to move ten feet away from the cable perpendicularly and be attached to the dog in such a manner to prevent strangulation or other injury to the dog and entanglement with objects.

(3) The tether shall be connected to the dog by a buckle-type collar or a body harness made of nylon or leather, not less than one inch in width of where the weight of the tethering device and the collar exceeds ten percent of the dog's body weight.

(4) No person shall tether a dog with a chain or wire or other device, or cause such attachment that does not terminate at both ends with a swivel.

(5) No person shall tether with a chain or wire or other device to, or cause such attachment to, a head harness, choke-type collar or pronged collar to a dog.

(6) Tethered dogs shall have access to adequate food, water, and shelter. This includes shelter from extreme heat or near freezing temperatures, flooding, tornadoes, thunderstorms, tropical storms and hurricanes.

(7) Tethered dogs shall be at least six months of age. Puppies shall not be tethered. Tethered dogs shall not be sick or injured.

(8) Tethering and restraint of dogs shall be allowed when actively engaged in organized and lawful animal activities including but not limited to hunting, obedience training, field and water training, law enforcement training, herding or shepherding of livestock, and/or in the pursuit of working or competing on those legal endeavors.

(C) A chain or rope is not to be used in the place of a leash when walking dogs

(D) Any person found in violation of the regulations described in Section 91.033 shall be subject to the following fees:

(1) 1<sup>st</sup> Offense: Subject to citation and \$100.00 fee (if the dog is not spayed or neutered, the fee may be voided in lieu of the owner having the pet spayed or neutered by a veterinarian and providing to the animal control officer documented proof of such within 14 days.)

2<sup>nd</sup> Offense: Subject to a class 3 misdemeanor and fine of up to \$500.00 and forfeiture of the dog to Dare County Animal Control.





*Consent Agenda*

**Description**

1. Approval of Minutes (May 1, 2017 & Budget Workshops on April 24, April 26, May 1)
2. DCDHHS Public Health Division - Cabinetry & Equipment for Exam Rooms

**Board Action Requested**

Approval

**Item Presenter**

County Manager, Robert Outten



*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**

County Manager, Robert Outten



# COUNTY OF DARE, NORTH CAROLINA

District 1: Roanoke Island & Mainland; District 2: Nags Head, Colington, Kill Devil Hills; District 3: Kitty Hawk, Southern Shores, Duck; District 4: Chicamacomico, Avon, Buxton, Frisco, Hatteras; District 5: At Large

Regularly scheduled Board meetings are videotaped and can be viewed at [www.darenc.com](http://www.darenc.com)

## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., May 1, 2017

Commissioners present: Chairman Robert Woodard, Vice-Chairman Wally Overman  
Jack Shea, Steve House, Rob Ross, Jim Tobin, Danny Couch

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten  
Finance Director, David Clawson  
Public Information Officer, Dorothy Hester  
Clerk to the Board, Gary Gross

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

The meeting was called to order at 9:03 a.m. by Chairman Woodard. He invited Rev. Keith Dey from Emmanuel Lutheran Church to share a prayer, and then he led the Pledge of Allegiance to the flag. The Chairman also asked for a moment of silence for the nation's legislators as they confront difficult challenges.

Chairman Woodard asked for a motion to amend the agenda to add the appointment and oath of Jim Tobin as the person selected by the Executive Committee of the Dare County Republican Party to fill the District 1 vacancy that was created when Margarett Umphlett resigned for personal reasons.

#### **MOTION**

Commissioners Overman, Shea, House, Ross, and Couch motioned to amend the agenda  
Chairman Woodard seconded the motion.

VOTE: AYES unanimous

#### **APPOINTMENT OF JIM TOBIN AS DARE COUNTY COMMISSIONER**

The Chairman asked for a motion to accept the selection of Jim Tobin by the Dare County Republican Party Executive Committee to fill the District 1 vacancy and appoint Mr. Tobin to serve on the Dare County Board of Commissioners.

#### **MOTION**

Vice Chairman Overman and Commissioner House motioned to appoint Mr. Tobin.  
Commissioner Shea seconded the motion.

VOTE: AYES unanimous

## **SWEARING IN CEREMONY**

Following the Board's vote to appoint Commissioner Tobin, the oath of office was administered by the Judge Jerry Tillett as required by NCGS 153A-26 & NCGS 11-7 in the form prescribed in Article VI, Section 7 of the North Carolina Constitution.

**RECESS: 9:12 a.m. – 9:16 a.m.**

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

Chairman Woodard mentioned the following items during his opening remarks –

- He congratulated Commissioner Tobin on his appointment to the Board.
- Details were given of the Bryan Cultural Series performance of the H.M.S. Pinafore.
- Village Realty was commended for their brochure with beach nourishment information.
- Reference was made to all the beach nourishment projects throughout Dare County.
- Chairman Woodard commented on the retirement of EMS Deputy Chief, George Farah.
- Provided details about the upcoming Outer Banks Relay for Life fundraiser.
- Congratulated the Town of Nags Head on the nice development of Dowdy's Park.
- Shared a note from Paul Spencer's daughter about her dad's recent certificate.

A video of the Chairman's update can be seen on the County website [www.darenc.com](http://www.darenc.com).

## **ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS**

- 1) Shaun Barrera, Sheriff's Office, received a 15-year pin.
- 2) Carolyn Holadia, Parks & Recreation, received a 15-year pin.
- 3) Andrew Creech, Sheriff's Office, received a 20-year pin.
- 4) Robert Crawford, Public Health Division, received a 25-year pin.
- 5) Lisa Heath, Parks & Recreation, received a 30-year pin.

## **ITEM 3 – EMPLOYEE OF THE MONTH – MAY 2017**

Becky Terry received the Employee of the Month award from Jeff Deringer who described the many ways that Officer Terry is an asset to the Sheriff's Office and Dare County.

## **ITEM 4 – PUBLIC COMMENTS**

The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center in Buxton. Citizen remarks can be seen in their entirety on the county website [www.darenc.com](http://www.darenc.com). Following is a brief summary of the key issue that was mentioned by each speaker –

*The following comment was made in Manteo –*

1. Joseph Willis of Wanchese addressed the Conditional Use Permit for a training facility submitted by the Roanoke Island Volunteer Fire Department. He said he understands the value of training, but feels the facility should not be in a residential community. He cited lighting, noise, and safety concerns and urged the Board to deny the permit.

*The following comment was made in Buxton –*

2. Karen Eakes described repairs that are needed at the youth baseball field in Buxton. She asked the County to replace the fencing in order to keep participants safe and to provide handicap accessible restrooms at the facility.

**ITEM 5 – NCDOT UPDATE ON THE COLINTON ROAD PROJECT**

Gary Lovering, NCDOT Project Engineer, provided an update on the Colington Road project. He assured the Board that no impacts are anticipated to graves, headstones, or the retaining wall at Hilltop Cemetery. He outlined potential impacts to businesses and residential properties and added that NCDOT is trying to minimize impacts as much as possible. Mr. Lovering reported that potential impacts will be considered in public meetings that NCDOT will be conducting this summer.

**ITEM 6 – DARE COUNTY EMERGENCY MEDICAL SERVICES - PROCLAMATIONS**

Jennie Collins, Chief of Dare County Emergency Medical Services, presented an EMS Week proclamation and described a series of Open House events that will be conducted.

**MOTION**

Commissioners Shea and House motioned to adopt the EMS Week proclamation. Commissioner Tobin and Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

Chief Collins informed the Board about the heroic actions of David Weaver, a Manteo High School student who along with Matthew Houser, a Kill Devil Hills Police Officer, rescued someone who was having a medical emergency while in a car that was submerged in four feet of canal water. Warren Teeple, the patient who was rescued, joined Chairman Woodard in presenting a proclamation honoring David Weaver for his courage.

**MOTION**

Vice Chairman Overman motioned to adopt a proclamation honoring David Weaver. Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 7 – ELDER ABUSE AWARENESS MONTH & OLDER AMERICANS MONTH**

Brandi Rheubottom from Dare County Older Adult Services and Katie McCarron from Dare County Health and Human Services shared population trend information and cited statistics about elder abuse and neglect. Two proclamations were presented.

**MOTION**

Commissioner Shea motioned to adopt the proclamation for Older Americans Month. Commissioner House and Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

**MOTION**

Commissioner Shea motioned to adopt the Elder Abuse Awareness Month proclamation. Commissioner House seconded the motion.

VOTE: AYES unanimous

**RECESS: 10:40 a.m. – 10:57 a.m.**

**ITEM 8 – DARE COUNTY EXTENSION REPORT TO THE PEOPLE**

Shannon Brooks, County Extension Director, gave a comprehensive report on the services that are provided by the North Carolina Cooperative Extension Service. She said an effort is made to adapt programs and services to meet the growing needs of Dare County residents. A video was presented highlighting Extension programs and volunteers. Commissioner Tobin commended the Extension Service for the work they do.

**ITEM 9 – REPORT FROM OUTER BANKS SPORTING EVENTS (OBSE)**

Ray Robinson, Executive Director and Jenny Ash, Race Director provided the Board with information about OBSE events, their impact on shoulder season tourism, and how proceeds benefit the local non-profit groups. Commissioner Ross encouraged OBSE to develop a variety of sporting events including golf tournaments. Commissioner Couch noted that Hatteras Island would welcome and support an event. OBSE presented commemorative artwork to the Board of Commissioners in gratitude for their support.

**ITEM 10 – CITY BEVERAGE GROUP DEVELOPMENT – CUP AMENDMENT**

This agenda item was handled as a quasi-judicial proceeding. Planning Director Donna Creef, Airport Director David Daniels, applicant J.T. Dixon, and Project Engineer Victor White were all duly sworn by the Clerk to the Board before offering any testimony.

The Planning Director outlined a Conditional Use Permit (CUP) amendment that was submitted earlier this year but tabled in order to allow the Dare County Airport Authority to review the site plan. Ms. Creef reported that the FAA has reviewed the proposal and issued a determination that there is no hazard to air navigation, which was confirmed by Mr. Daniels. The County Manager asked the applicant if he agrees to the findings of fact listed in the CUP, the supporting documents on-file, and the facts presented by the Planning Director. Mr. Dixon indicated his agreement and Mr. White concurred.

**MOTION**

Vice Chairman Overman motioned to approve the CUP Amendment and site plan. Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

**ITEM 11 – ROANOKE ISLAND FIRE DEPT – WANCHESE TRAINING FACILITY**

This agenda item was handled as a quasi-judicial proceeding. Planning Director Donna Creef and Talmadge Jones, Chief of the Roanoke Island Volunteer Fire Department were both duly sworn by the Clerk to the Board before offering any testimony. Joseph Willis was also sworn for the testimony he would offer and the statements that he made earlier during Public Comments.

A full and complete account of the testimony offered and Board discussion on this agenda item is archived on a video that is available on the Dare County website [www.darenc.com](http://www.darenc.com). Following is a brief synopsis –

The Planning Director outlined the Conditional Use Permit (CUP) submitted by the Roanoke Island Volunteer Fire Department (RIVFD). Chief Jones explained how the facility would be used, the role of I.S.O. rating points, and his Department's training schedule. He fielded Commissioner questions about noise, vehicles that would be used, and safety precautions. Mr. Willis expressed major concerns about the training facility being in a residential neighborhood and cited it as a non-conforming use that should not be permitted. He noted that there are other sites that are more appropriate.

The County Manager asked the applicant if he agrees to the findings of fact listed in the CUP, the supporting documents on-file, and the facts presented by the Planning Director. Chief Jones indicated his agreement.

**MOTION**

Commissioner Tobin motioned to grant approval of the CUP and site plan with the following revisions – 1) requiring a solid privacy fence a minimum of 6 feet in height. 2) requiring that access to the training facility be secured with fencing also installed around the facility to limit access.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

**ITEM 12 – ECONOMIC DEVELOPMENT – AGREEMENT WITH THE OUTER BANKS CHAMBER OF COMMERCE**

Mr. Outten presented an agreement that has been developed with the involvement of Commissioners Shea and Ross to have the Outer Banks Chamber of Commerce implement the first year of the Dare County Economic Development Plan.

**MOTION**

Commissioner Shea motioned to approve the agreement.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

**ITEM 13 – NAGS HEAD BEACH NOURISHMENT FUNDING REQUEST (Att. #1)**

A full and complete account of the Board's discussion on this item is archived on a video that is available on the County website [www.darenc.com](http://www.darenc.com). Following is a brief synopsis –

Nags Head Mayor Edwards and Town Manager Ogburn presented a request for funding of 50% of the updated cost estimate of \$26 million for the Town's beach nourishment maintenance project with a timetable of 2018 or 2019. Mr. Ogburn described the losses that were suffered during Hurricane Matthew and voiced the need for renourishment of Nags Head beaches. Dare County Finance Director David Clawson provided detailed information about the financial models that are used for beach nourishment debt analysis. It was explained that each time there is a demand for the fund, the financial models are recalculated. Mr. Outten reviewed how beach nourishment costs are split between Dare County and the Towns. He noted that if the cost estimates for the Town's re-nourishment project prove to be low, any savings would go back into the Beach Nourishment Fund. There was lengthy Commissioner discussion of the Nags Head funding request, which resulted in the following motion –

**MOTION**

Vice Chairman Overman motioned to approve the Town of Nags Head request for funding of 50% of the cost of the Town's beach nourishment maintenance project not to exceed \$13 million with any savings that may be realized reverting back to the Dare County Beach Nourishment Fund.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

**ITEM 14 – POLICY FOR NAMING OF DARE COUNTY BUILDINGS AND FACILITIES**

The County Manager cited the need to adopt a policy for handling requests to name County owned buildings and infrastructure in honor of a citizen. He presented a draft policy with several criteria and procedural points deliberately left blank for the Board to determine. It was the consensus of the Board to give further study to the draft policy.

**MOTION**

Commissioner Shea motioned to table this item until the next regularly scheduled meeting. Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 15 – HOUSE BILL 867 – COASTAL FISHERIES CONSERVATION AND ECONOMIC DEVELOPMENT ACT (Att. #2)**

Commissioner House said North Carolina House Bill 867 represents the latest fight against our commercial fishing industry. He outlined key components of the proposed legislation noting that it would give more power to the Marine Fisheries Commission and have a devastating effect on Advisory Committees. Commissioner House warned that H.B. 867 would severely harm all of coastal North Carolina and presented a resolution opposing it. Vice Chairman Overman added that H.B. 867 needs to be defeated because it has no supporting science and would only bolster the position of zealous, special interest groups. Commissioner Ross noted that there are minor typographical and grammatical errors in the resolution that need to be corrected. Chairman Woodard and Commissioners Tobin and Couch also voiced their opposition to H.B. 867.

**MOTION**

Commissioner House motioned to adopt the resolution with staff making typographical and grammar edits prior to distribution.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

**ITEM 16 – CONSENT AGENDA**

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

**MOTION**

Commissioner Shea motioned to approve the Consent Agenda:

- 1) Approval of Minutes (04.17.17) **(Att. #3)**
- 2) FY 2017 Lease for Computer Equipment for New EOC-911
- 3) Proclamation – Hurricane Preparedness Week 2017



4) Dare County Transportation Title VI Plan – 2017

5) Tax Collector's Report

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

## **ITEM 17 – BOARD APPOINTMENTS**

### 1) Board of Adjustment

Vice Chairman Overman motioned to reappoint Anna Creef & appoint Edward Mann, Jr  
Commissioner House seconded the motion.

VOTE: AYES unanimous

### 2) Veterans Advisory Council

Vice Chairman Overman reported that the consensus of the Veterans Advisory Council is to appoint Kelli Harmon to the vacancy caused by the resignation of Charles Read.

Commissioner Shea motioned to reappoint Jack Leonard and Marsha Brown and to appoint Kelli Harmon to the vacant seat caused by the resignation of Charles Read.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

### 3) Upcoming Board Appointments

The upcoming Board appointments for June, July, and August 2017 were announced.

## **ITEM 18 – COMMISSIONERS' BUSINESS & MANAGER'S/ATTORNEY'S BUSINESS**

Following is a brief outline of items raised during this segment. Commissioners and the County Manager frequently make extensive remarks, which can be viewed in their entirety on a video archived on the Dare County website [www.darenc.com](http://www.darenc.com).

Commissioner Couch – provided details about the upcoming British war graves ceremony and extended an invitation to attend.

Commissioner Shea – congratulated the service pin recipients and the Employee of the Month. He expressed gratitude that the County's economic development program is moving forward having been a long-time advocate of this endeavor.

Vice Chairman Overman – reported that the East Lake boat ramp is currently unusable. He said conditions have been reported to the North Carolina Wildlife Resources Commissioner and they are waiting for a response from FEMA. The Vice Chairman gave a status report on dredging, commented on the Saving Lives Task Force meeting in Avon, and congratulated the service pin recipients and the Employee of the Month.

Commissioner House – acknowledged the employees who received service pins and the Employee of the Month. He expressed interest in having the Board of Commissioners publically recognize employees upon their retirement. Commissioner House congratulated Commissioner Tobin on his appointment to the Dare County Board.

Commissioner Ross – extended a warm welcome to Commissioner Tobin. Commissioner Ross raised an issue involving domestic pets that are kept outdoors on vacant lots noting that County rules are not as pet-friendly as the regulations for the Town of Manteo. He asked the County Manager and staff to review the ordinances and focus on tethering, minimum conditions for housing pets, and regulations that may be needed for pets on unoccupied, vacant property. He added that, if appropriate, the County should model its rules with those of the Town of Manteo. Commissioner Ross announced an upcoming meeting of the Rural Center on May 16 at Jennette’s Pier in Nags Head.

Commissioner Tobin – thanked the Board for welcoming him and pledged to take seriously his appointment as a Commissioner and do everything he can to make Dare County a great place to live and work.

Chairman Woodard – congratulated Commissioner Tobin on his appointment. He asked his fellow Commissioners to be thinking about the important issue of offshore drilling as the Board moves forward with new members.

## **MANAGER’S/ATTORNEY’S BUSINESS**

1. Mr. Outten outlined a problem the County is having with the disposal of electronic products such as televisions, computers, monitors, and printers. He explained that these items cannot go into a landfill and must be disposed of by a specialty company, which poses a financial hardship for the County. He asked the Board to support an effort that is seeking to rewrite the regulations to allow the safe disposal of electronics in landfills that meet certain environmental requirements.

### **MOTION**

Vice Chairman Overman and Commissioner Shea motioned to authorize the County Manager to prepare and submit a letter or resolution of support.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Public Information Officer, Dorothy Hester, reported that the Buxton beach nourishment project expects sand to start pumping in 3 weeks. She outlined places where people can get more information about all the beach nourishment projects throughout Dare County.

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

### **MOTION**

Commissioner Shea motioned to adjourn the meeting.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

At 1:57 p.m., the Board of Commissioners adjourned until 5:00 p.m., May 15, 2017.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Gary Lee Gross, Clerk to the Board

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



# COUNTY OF DARE, NORTH CAROLINA

District 1: Roanoke Island & Mainland; District 2: Nags Head, Colington, Kill Devil Hills; District 3: Kitty Hawk, Southern Shores, Duck; District 4: Chicamacomico, Avon, Buxton, Frisco, Hatteras; District 5: At Large

## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS

#### SPECIAL MEETING

To conduct a workshop on the upcoming fiscal year budget and to discuss and take appropriate action on the issue of Sunday waterfowl hunting.

Dare County Administration Building, Room #238, Manteo, NC

**3:00 p.m., April 24, 2017**

- Commissioners present: Chairman Robert Woodard  
Vice Chairman Wally Overman  
Jack Shea, Steve House, Rob Ross, Danny Couch
- Commissioners absent: Note: Margarett Umphlett resigned effective 3/31/17.  
Her replacement has not yet been seated on the Board.
- Others present: County Manager/Attorney, Robert Outten  
Finance Director, David Clawson  
Assistant Finance Director, Sally DeFosse  
Public Information Officer, Dorothy Hester  
Clerk to the Board, Gary Gross

Chairman Woodard called the meeting to order at 3:00 p.m.

#### **DISCUSSION OF SUNDAY WATERFOWL HUNTING**

Prior to discussing budget requests, the Chairman raised the issue of Sunday hunting for waterfowl. He presented a resolution opposing Sunday waterfowl hunting, which was discussed by the Board and approved in the following motion - - -

#### **MOTION**

Commissioner Ross motioned to adopt the resolution opposing Sunday waterfowl hunting. Commissioner Shea seconded the motion.

VOTE: AYES unanimous

#### **BUDGET WORKSHOP**

The County Manager and Finance Director presented budget requests submitted by Departments for the upcoming fiscal year. The following departments were given the opportunity to explain their requests and answer questions - EMS, Sheriff's Office, Detention Center, 911 Communications, Emergency Management, Health & Human Services, Planning, and Information Technology. It was noted that other Departments will address the Board at the next Budget Workshop. During the meeting, the Board took a recess from 4:20 p.m. to 4:40 p.m.

At 6:58 p.m., the Dare County Board of Commissioners adjourned the Special Meeting.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Gary Lee Gross, Clerk to the Board

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



# COUNTY OF DARE, NORTH CAROLINA

District 1: Roanoke Island & Mainland; District 2: Nags Head, Colington, Kill Devil Hills; District 3: Kitty Hawk, Southern Shores, Duck; District 4: Chicamacomico, Avon, Buxton, Frisco, Hatteras; District 5: At Large

## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS

#### SPECIAL MEETING

To conduct a workshop on the upcoming fiscal year budget;

Dare County Administration Building, Room #238, Manteo, NC

**1:00 p.m., April 26, 2017**

Commissioners present: Chairman Robert Woodard  
Vice Chairman Wally Overman  
Jack Shea, Rob Ross,

Commissioners absent: Steve House, Danny Couch

Note: Margarette Umphlett resigned effective 3/31/17.  
Her replacement has not yet been seated on the Board.

Others present: County Manager/Attorney, Robert Outten  
Finance Director, David Clawson  
Assistant Finance Director, Sally DeFosse  
Public Information Officer, Dorothy Hester  
Clerk to the Board, Gary Gross

Chairman Woodard called the meeting to order at 1:01 p.m. He noted that Commissioners House and Couch had excused absences and were unable to attend the meeting.

#### **BUDGET WORKSHOP**

The County Manager and Finance Director led department leaders in presenting their budget requests for the upcoming fiscal year to the Board of Commissioners. The following departments were given the opportunity to explain their requests and answer Commissioner questions – Airport, Buildings & Grounds, Turf Maintenance, Recycling, Solid Waste, Rubble, C&D Landfill, Sanitation, Fleet Maintenance, Register of Deeds, Water Department, Parks & Recreation, Transportation, Dare County Center, Congregate Nutrition Program, Older Adult Services, Elections, Tax Collections, Occupancy Tax, Tax Appraisal, Tax Mapping, Tax Revaluation, Human Resources, General Services, Libraries, Public Relations, and Finance.

It was agreed that another Budget Workshop would be needed. During the meeting, the Board took the following recesses – 1:58 p.m. to 2:10 p.m. & 3:48 p.m. to 4:04 p.m.

At 5:09 p.m., the Dare County Board of Commissioners adjourned the Special Meeting.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Gary Lee Gross, Clerk to the Board

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



# COUNTY OF DARE, NORTH CAROLINA

District 1: Roanoke Island & Mainland; District 2: Nags Head, Colington, Kill Devil Hills; District 3: Kitty Hawk, Southern Shores, Duck; District 4: Chicamacomico, Avon, Buxton, Frisco, Hatteras; District 5: At Large

## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS

#### SPECIAL MEETING

To conduct a workshop on the upcoming fiscal year budget;

Dare County Administration Building, Room #238, Manteo, NC

**2:00 p.m., May 1, 2017**

Commissioners present: Chairman Robert Woodard, Vice Chairman Wally Overman  
Jack Shea, Steve House, Rob Ross, Jim Tobin, Danny Couch

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten  
Finance Director, David Clawson  
Assistant Finance Director, Sally DeFosse  
Public Information Officer, Dorothy Hester  
Clerk to the Board, Gary Gross

Chairman Woodard called the meeting to order at 2:25 p.m.

#### BUDGET WORKSHOP

The following topics were discussed during the Budget Workshop –

- Board of Education (BOE) Fund Balance with input provided by BOE Finance Officer, Anna McGinnis.
- Part-time salaries were reviewed with a focus on how to address those with and without full-time equivalents. On this and other payroll related items, the need was cited for consistency throughout all departments.
- Holiday pay was discussed and the Board provided guidance to the County Manager to handle holiday pay in a way that is budget neutral.
- Compensation for employees that are “on-call” was also discussed, which routinely impacts departments such as Health & Human Services and the Water Department.



The County Manager and Finance Director presented material on various Dare County funds and accounts. It was determined that another Budget Workshop would be needed.

Mr. Outten informed the Board that he would work with Mr. Clawson to make changes to the departmental request sheets and bring something back to the Board at the next Budget Workshop that reflects a net position.

By consensus, the Board agreed to conduct another Budget Workshop at 2:00 p.m., Monday, May 15, 2017.

At 4:57 p.m., the Dare County Board of Commissioners adjourned the Special Meeting.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Gary Lee Gross, Clerk to the Board

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



*DCDHHS  
Public Health Division*

*Cabinetry & Equipment for Exam Rooms*

**Description**

The Public Health Division requests approval to transfer funds from the health escrow account to the health department budget to purchase cabinetry for 2 new Material Health exam rooms and for the nursing station and to purchase exam tables, stools, curtains and medical supplies for the new exam rooms.

**Board Action Requested**

Approve Budget Amendment

**Item Presenter**

N/A

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2016-2017

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

<b>Department:</b>
Human Services-Public Health

Revenues:

Appropriated Fund Balance - Health Department Escrow	103090	499904		\$15,363
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Expenditures:

Capital Outlay - Maternal Health	104600	537400	51010	\$11,113
Medical Supplies - Maternal Health	104600	513303	51010	\$4,250

Explanation:

Purchase cabinetry for 2 maternal health exam rooms and the nurses station and to purchase supplies and equipment for the exam rooms.

**Approved by:**

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

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

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

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

(sign in red)

*Finance only:*

Date entered: _____	Entered by: _____	Reference number: _____
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**ISLAND WOODCRAFTS, LTD.****JOB ESTIMATE**

P.O. BOX 1937  
Manteo, NC 27954  
(252) 473-2205

3105 N. Croatan Hiway  
Kill Devil Hills, NC  
27948  
(252) 255-4720  
No mail delivery

P.O. Box 448  
Wanchese, NC 27981  
(252) 473-5363  
(252) 473-5268

TO:

**DARE COUNTY  
MANTEO, NC 27954**

PHONE:

**475-5614  
216-5443 KEITH CELL**

DATE:

4/21/2017

JOB NAME/LOCATION:

**DARE COUNTY HEALTH DEPT. EXETER ST.  
MANTEO**

ATTENTION: KEITH

**JOB DESCRIPTION:**

ISLAND WOODCRAFTS WILL FURNISH AND INSTALL THE FOLLOWING AS PER ATTACHED LAYOUT. PRICES INCLUDE SELF EDGE LAMINATE TOPS WITH 4" BACK SPLASHES, 15 X 15 BAR SINKS AND FAUCET, HANDLE HARDWARE AND NC SALES TAX.

ESTIMATE FOR 2 EXAM ROOMS IN WHITE MELAMINE CABINETRY: \$4,022.33  
ESTIMATE FOR 2 EXAM ROOMS IN A CUSTOM LAMINATE COLOR CABINETRY: \$5,341.15 ✕

ESTIMATE FOR HALLWAY IN WHITE MELAMINE CABINETRY: \$4,157.21  
ESTIMATE FOR HALLWAY IN A CUSTOM LAMINATE COLOR CABINETRY: \$5,771.94 ✕

PLEASE NOTE: THE EXISTING CABINET COLOR IS STILL AVAILABLE AT THE CUSTOM PRICE BUT THE TOP COLOR HAS BEEN DISCONTINUED.

THANK YOU,

JEFF

PLEASE NOTE: PRICE DOES NOT INCLUDE ANY PAINTING, PLUMBING, ELECTRICAL OR DRY-WALL.

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORSEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

# McKESSON

Empowering Healthcare

## Price Quote

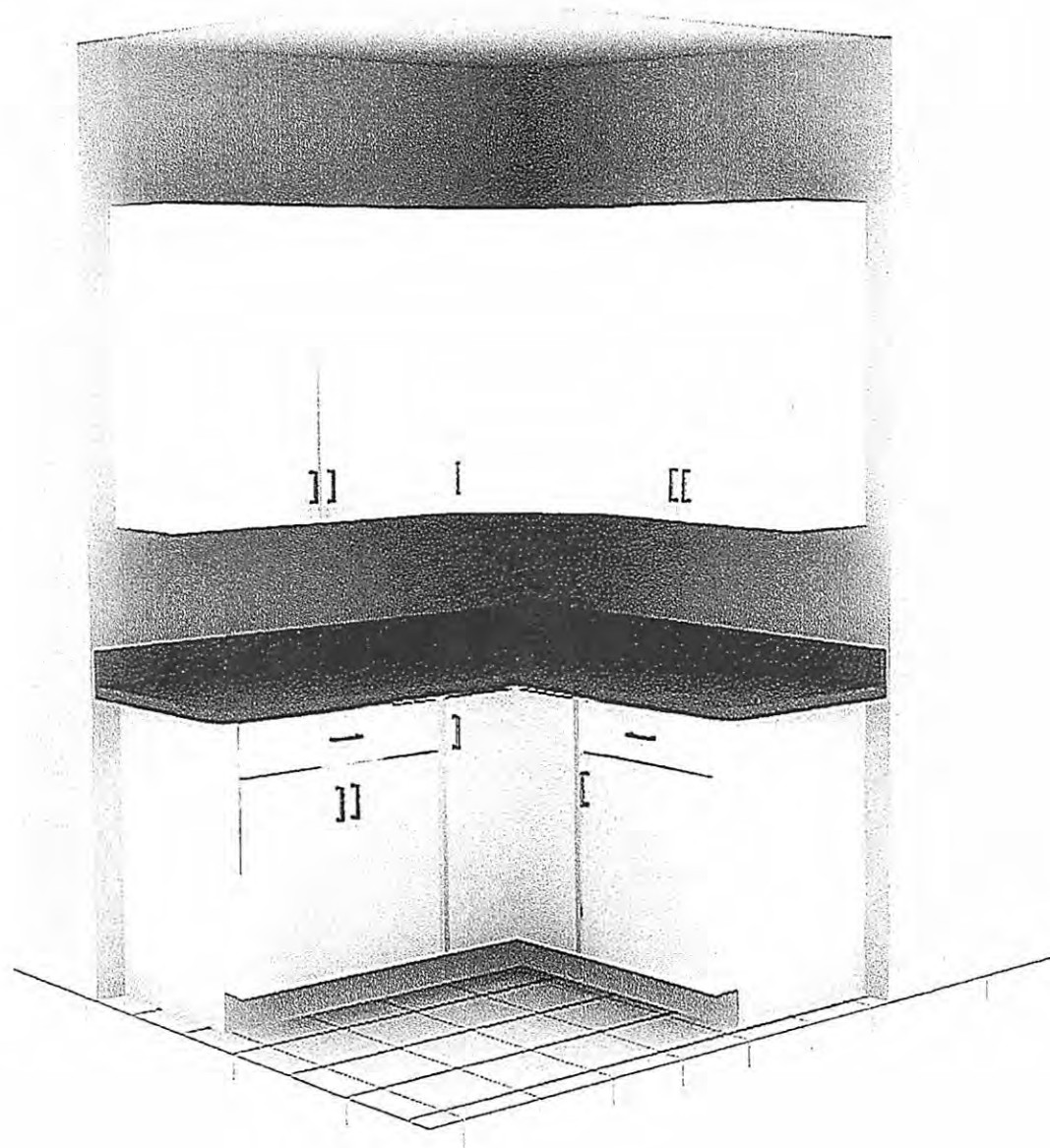
McKesson Medical-Surgical Kim Williams Phone: 757-344-5847 Fax: 757-257-8498 KimberleyP.Williams@McKesson.com	Dare County Health Dept. 252-475-5068 252-473-1101 109 Exeter Street Manteo, NC 279540000 Account Number: 159656 Ship To Number: 165823
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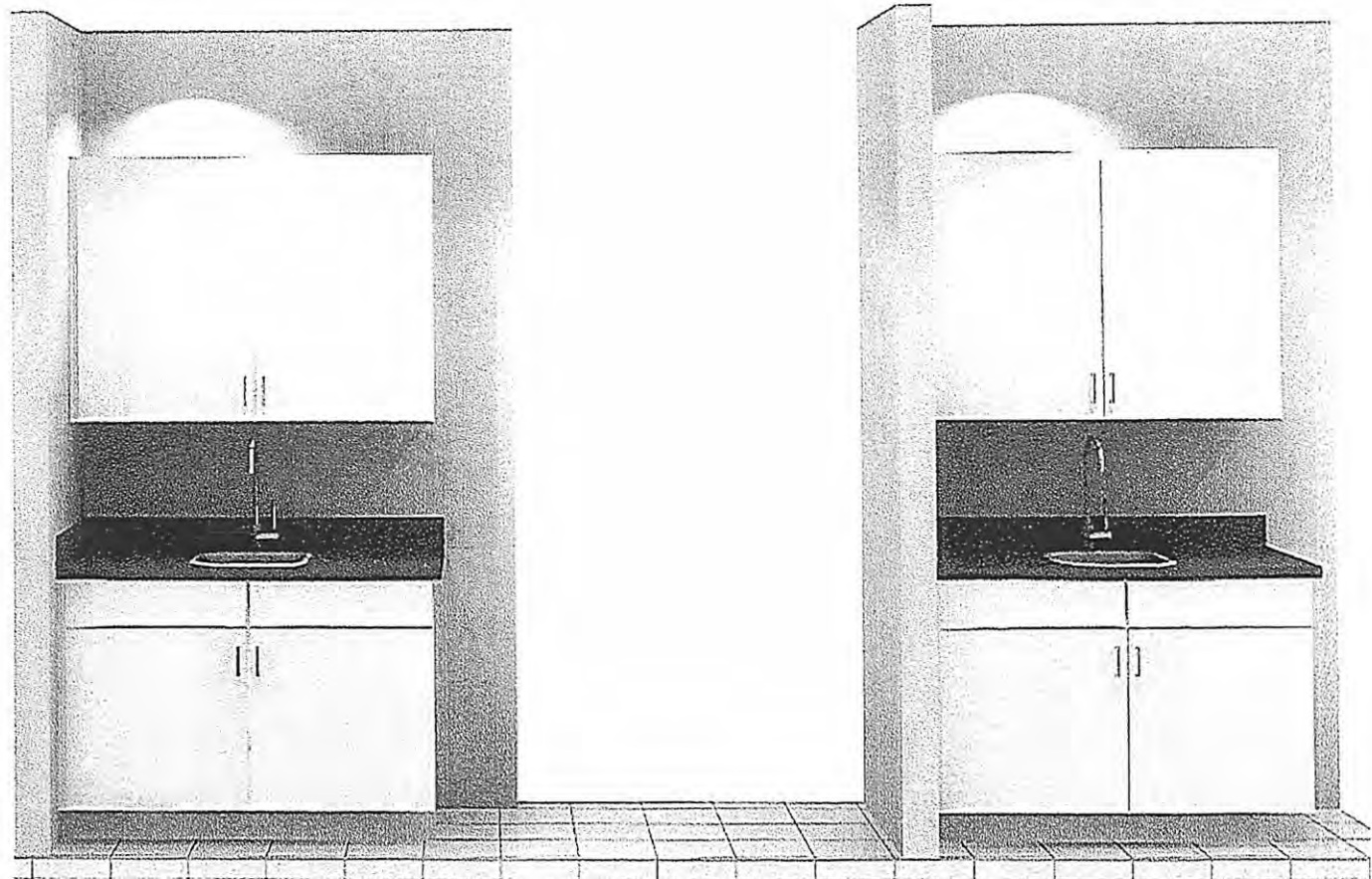
Item Num	Qty	UOM	Vendor Abbr	Catalog Num	Full Item Desc	Price	Extended Price
530199	1	EA	Midmrk	002-0871-231	Top, Upholstery F/204 Seams Navy Midmrk	\$401.85	\$401.85
530066	1	EA	Midmrk	204-002	Table, Exam Base Drawer/tilt/htr Midmrk	\$857.27	\$857.27
807275	1	EA	Wa	77710-71M	Diagnostic Set, Transformer W/opth & Oto Wa	\$654.08	\$654.08
807287	2	EA	Wa	77792-MNOBP	Diagnostic Sys, Opht/oto W/accessories Wa	\$802.70	\$1,605.40
592513	2	EA	Mgm74	4397	Light, Exam Gooseneck Metal	\$55.90	\$111.80
629293	2	EA	Midmrk	272-002-232	Stool, Exam Airlift W/soft Rbrestrs Shadow Midmrk	\$144.16	\$288.32
803192	1	BX	Mgm01	01-752M-11ABKGM	Sphyg, Aneroid Mobile Lf Blk Adlt (1/bx 4bx/cs) Mgm01	\$128.27	\$128.27
471588	1	EA	Wa	01690-200	Thermometer, Suretemp Plus W/oral Prob Wa	\$196.87	\$196.87
<b>Subtotal:</b>						<b>\$4,243.86</b>	

*Justy blue is out of stock*

*Room 1*

*Gray - only color available*





**COMMISSIONERS' BUSINESS**

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