



**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, August 16, 2021**

**“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            Reimbursement Resolution for Series 2021B Limited Obligation Bonds and  
Capital Project Ordinance for Justice Center Improvements**
- ITEM 4            Resolution in Support of the Dare County Tourism Board Event Center Concept**
- ITEM 5            Consent Agenda**
- 1. Approval of Minutes
  - 2. Southern Albemarle Association, Annual Meeting Invitation List
  - 3. Charge to the Tax Collector
  - 4. Tax Collector's Report
  - 5. Dare County Transportation – Additional Full-time Driver
  - 6. Statewide Mutual Aid Agreement
- ITEM 6            Closed Session**
- ITEM 7            Commissioners' Business & Manager's/Attorney's Business**

*ADJOURN UNTIL 9:00 A.M. ON SEPTEMBER 7, 2021*



*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.



*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. Masks and social distancing required.

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



*Reimbursement Resolution for Series 2021B Limited Obligation Bonds and Capital Project Ordinance for Justice Center Improvements*

**Description**

Please see the following Item Summary

**Board Action Requested**

Adopt the Reimbursement Resolution and the capital project ordinance for Justice Center improvements.

**Item Presenter**

David Clawson, Finance Director

**Item Summary: Reimbursement Resolution for Series 2021B Limited Obligation Bonds and Capital Project Ordinance for Justice Center Improvements**

The County share of the 2022 Towns' (Duck, Southern Shores, Kitty Hawk, and Kill Devil Hills) beach nourishment project and certain improvements to the County Justice Center will be financed by the County's Series 2021B LOBs. As planned in the approved 2022 CIP, the Justice Center improvements are included in order to grant a deed of trust on the facility to provide collateral for the LOBs.

The Towns' beach nourishment project will have a pre-bid conference on August 12 with the bid opening on August 31 at 2:00 p.m. The estimate of the County share of the project in the beach nourishment model is \$12,315,868.

The amount requested by staff for the Justice Center is \$323,768 per the following page (\$325,000 of bonds). The approved 2022 CIP included \$175,000 for roof replacement only. The request adds improvements to the roof replacement, adds carpet replacement and improvements in the entire Clerk of Court area, and adds sound panel replacement and improvements in Courtrooms A, B and D. The increase to \$325,000 adds \$177,750 of debt service over five years to the approved CIP/CIF Model. The Capital Investment Fund 6/30/2021 fund balance is estimated to be at least \$1.1 million more than at the time of CIP approval. The debt increase also avoids funding the carpet and sound panels from the General Fund contingency.

The Board is requested to adopt the attached Reimbursement Resolution and to adopt the attached capital project ordinance for Justice Center improvements. The Justice Center improvements will not be obligated until after the beach nourishment bids are opened and determined feasible.

**Dare S2021B LOBs**  
**Justice Center Replacements & Improvements**

	<u>Quotes</u>
Roof replacement. Add improvements of synthetic felt, water & ice sheilding, and aluminum drip edges.	\$ 177,189
Clerk of Court carpet replacement. Add improvement of upgrade to carpet tiles.	35,280
Replace sound panels in courtrooms A, B, & D. Add improvement of upgrade to an AccoustiStretch System that will allow future replacement of fabric only.	95,881
	<u>\$ 308,350</u>
Add 5% contingency	15,418
Total project	<u><u>\$ 323,768</u></u>

	<u>Annual Debt Service</u>		
	<u>Approved</u>	<u>New</u>	<u>Increase in DS</u>
	<u>2022 CIP</u>	<u>Requested</u>	
2022	4,063	7,563	3,500
2023	48,125	85,125	37,000
2024	41,125	81,625	40,500
2025	39,375	73,125	33,750
2026	37,625	69,875	32,250
2027	35,875	66,625	30,750
	<u>\$ 206,188</u>	<u>\$ 383,938</u>	<u>\$ 177,750</u>

June 30, 2021 Capital Investment Fund estimated fund balance	\$14,719,850
June 30, 2021 Capital Investment Fund estimated fund balance at budget adoption	\$13,619,000
Increase	\$ 1,100,850



**RESOLUTION OF THE COUNTY OF DARE, NORTH CAROLINA  
DECLARING THE INTENT OF THE COUNTY OF DARE, NORTH  
CAROLINA TO REIMBURSE ITSELF FOR CAPITAL  
EXPENDITURES FROM THE PROCEEDS OF CERTAIN TAX-  
EXEMPT OBLIGATIONS**

**WHEREAS**, the Board of Commissioners of the County of Dare, North Carolina (“County”) has determined that it is in the best interests of County to finance (1) beach nourishment projects in Duck, Kill Devil Hills, Kitty Hawk and Southern Shores and (2) improvements to the County’s Justice Center (the “Projects”);

**WHEREAS**, the County presently intends, at one time or from time to time, to finance all or a portion of the costs of the Projects with proceeds of tax-exempt obligations and reasonably expects to cause to be executed and delivered tax-exempt obligations (the “Obligations”) to finance, or to reimburse itself for, all or a portion of the costs of the Projects; and

**WHEREAS**, the County desires to proceed with some or all of the Projects and will incur and pay certain expenditures in connection with the Projects prior to the date of execution and delivery of the Obligations (the “Original Expenditures”), such Original Expenditures to be paid for originally from a source other than the proceeds of the Obligations, and the County intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Obligations to be executed and delivered at a date occurring after the dates of such Original Expenditures;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the County of Dare, North Carolina as follows:

Section 1. **Official Declaration of Intent.** The County presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the County on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The County reasonably expects to execute and deliver the Obligations to finance all or a portion of the costs of the Projects and the maximum principal amount of Obligations expected to be executed and delivered by County to pay for all or a portion of the costs of the Projects is approximately \$13,000,000.

Section 2. **Compliance with Regulations.** The County adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the County’s intent to reimburse itself for the Original Expenditures from proceeds of the Obligations.

Section 3. **Itemization of Capital Expenditures.** The Finance Director of the County, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the County in determining and itemizing all of the Original Expenditures incurred and paid by the County in connection with the Projects during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of execution and delivery of the Obligations.

Section 4. *Effective Date.* This Resolution shall become effective immediately upon the date of its adoption.

Adopted this 16<sup>th</sup> day of August, 2021.

---

Robert Woodard, Sr., Chairman

Attest:

---

Cheryl C. Anby, Clerk to the Board



**EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS**

A regular meeting of the Board of Commissioners of the County of Dare, North Carolina, was duly held on August 16, 2021 at 5:00 p.m. in the County Board of Commissioners’ Meeting Room, 954 Marshall C. Collins Drive, Manteo, North Carolina. Chairman Robert Woodard presiding.

The following members were present:

The following members were absent:

\* \* \* \* \*

Commissioner \_\_\_\_\_ moved that the following resolution, copies of which having been made available to the Board of Commissioners, be adopted:

**RESOLUTION OF THE COUNTY OF DARE, NORTH CAROLINA  
DECLARING THE INTENT OF THE COUNTY OF DARE, NORTH  
CAROLINA TO REIMBURSE ITSELF FOR CAPITAL  
EXPENDITURES FROM THE PROCEEDS OF CERTAIN TAX-  
EXEMPT OBLIGATIONS**

**WHEREAS**, the Board of Commissioners of the County of Dare, North Carolina (“*County*”) has determined that it is in the best interests of County to finance (1) beach nourishment projects in Duck, Kill Devil Hills, Kitty Hawk and Southern Shores and (2) improvements to the County’s Justice Center (the “*Projects*”);

**WHEREAS**, the County presently intends, at one time or from time to time, to finance all or a portion of the costs of the Projects with proceeds of tax-exempt obligations and reasonably expects to cause to be executed and delivered tax-exempt obligations (the “*Obligations*”) to finance, or to reimburse itself for, all or a portion of the costs of the Projects; and

**WHEREAS**, the County desires to proceed with some or all of the Projects and will incur and pay certain expenditures in connection with the Projects prior to the date of execution and delivery of the Obligations (the “*Original Expenditures*”), such Original Expenditures to be paid for originally from a source other than the proceeds of the Obligations, and the County intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Obligations to be executed and delivered at a date occurring after the dates of such Original Expenditures;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the County of Dare, North Carolina as follows:

Section 1. ***Official Declaration of Intent.*** The County presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the County on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The County reasonably expects to execute and deliver the Obligations to finance all or a portion of the costs of the Projects and the maximum principal amount of Obligations expected to be executed and delivered by County to pay for all or a portion of the costs of the Projects is approximately \$13,000,000.

Section 2. ***Compliance with Regulations.*** The County adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the County's intent to reimburse itself for the Original Expenditures from proceeds of the Obligations.

Section 3. ***Itemization of Capital Expenditures.*** The Finance Director of the County, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the County in determining and itemizing all of the Original Expenditures incurred and paid by the County in connection with the Projects during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of execution and delivery of the Obligations.

Section 4. ***Effective Date.*** This Resolution shall become effective immediately upon the date of its adoption.

STATE OF NORTH CAROLINA            )  
  )  
COUNTY OF DARE                            )        SS:

I, Cheryl C. Anby, Clerk to the Board of Commissioners of the County of Dare, North Carolina, *DO HEREBY CERTIFY*, as follows:

1.        A regular meeting of the Board of Commissioners of the County of Dare, a political subdivision of the State of North Carolina, was duly held on August 16, 2021, proper notice of such meeting having been given as required by North Carolina statute, and minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of said Board of Commissioners.

2.        I have compared the attached extract with said minutes so recorded and said extract is a true copy of said minutes and of the whole thereof insofar as said minutes relate to matters referred to in said extract.

3.        Said minutes correctly state the time when said meeting was convened and the place where such meeting was held and the members of said Board who attended said meeting.

*IN WITNESS WHEREOF*, I have hereunto set my hand and have hereunto affixed the corporate seal of said County, this \_\_\_ day of \_\_\_\_\_, 2021.

(SEAL)

\_\_\_\_\_  
CHERYL C. ANBY  
Clerk to the Board of Commissioners  
County of Dare, North Carolina

**County of Dare, North Carolina**  
**Capital Project Ordinance**  
**for**  
**Series 2021B LOBs**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted for the planned Series 2021B Limited Obligation Bonds:

Section 1 This ordinance is to establish the budget for certain improvements to the County Justice Center. The 2021B LOBs will also finance the County's share of the 2022 Towns' beach nourishment project.

Section 2 The following budget shall be conducted within the Capital Projects Fund (fund #61).

Section 3 The following amounts are appropriated for the projects:

Justice Center – Renovations & Improvements	615520-tbd-60353	\$323,768
---	------------------	-----------

Section 4 The following revenues are anticipated to be available to complete the projects as changed or added below:

Debt Proceeds S2021B LOBs	613090-470318-98733	\$323,768
---------------------------	---------------------	-----------

Section 5 The Finance Officer is directed to report the financial status of the project as a part of the normal ongoing financial reporting process.

Section 6 Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer, and to the Clerk to the Board of Commissioners.

Adopted this 16<sup>th</sup> day of August, 2021.

\_\_\_\_\_  
Chairman, Board of Commissioners

[SEAL]

\_\_\_\_\_  
Cheryl Anby, Clerk to the Board of Commissioners



*Resolution in Support of the  
Dare County Tourism Board Event Center Concept*

**Description**

On August 2, 2021, Lee Nettles, Executive Director of the Outer Banks Visitors Bureau, presented the key points of the Dare County Tourism Board's concept for the property in Nags Head often referred to as the Soundside Event Site. The concept included a 48,275 square foot space capable of hosting sporting tournaments, concerts, banquets, trade and consumer shows and meetings for groups of 300 to 2,500 people. A Resolution in support of the concept will be presented for Board consideration.

**Board Action Requested**

Adopt Resolution

**Item Presenter**

Commissioner Danny Couch



**Resolution**  
**Supporting the Dare County Tourism Board Event Center Concept**  
**as Presented August 2, 2021**

**WHEREAS**, Dare County has a tourism-based economy that has sustained our community for generations and celebrates the people, places and activities that make our area special; and

**WHEREAS**, Dare County tourism annually generates nearly \$1.2 billion in direct spending, supports employment for every one in three Dare County residents (13,880 jobs) and generates \$116.5 million in state and local tax revenues, thereby offsetting the tax burden of each Dare County resident by \$3,146; and

**WHEREAS**, Dare County tourism has proven to be an incredibly resilient economic engine despite many natural and man-made challenges; and

**WHEREAS**, Dare County enjoys year-round visitation but relies on the summer months of June, July and August for roughly 70 percent of its annual tourism business; and

**WHEREAS**, this reliance on summer visitation makes Dare County vulnerable to business disruptions and creates other issues related to workforce, housing and infrastructure that must expand and contract dramatically to accommodate the surge in summer business; and

**WHEREAS**, a year-round tourism economy provides a more stable foundation for employment and county planning and the Dare County Tourism Board was created to promote year-round visitation; and

**WHEREAS**, the Dare County Tourism Board has demonstrated the potential for events to generate non-peak season visitation and recognizes the further potential for event development with the creation of an appropriately sized indoor facility; and

**WHEREAS**, the Dare County Tourism Board has purchased properties within the Town of Nags Head that are suitable for the development of such a facility; and

**WHEREAS**, the Dare County Tourism Board has funded consultant studies to evaluate and make recommendations regarding event use types, space requirements, financial and economic impact projections for a multi-use facility and event center; and

**WHEREAS**, the Dare County Tourism Board appointed an advisory committee consisting of representatives from the public, the Dare County Tourism Board, the Town of Nags Head, the Outer Banks Hotel/Motel Association and the Dare County Board of Commissioners to formulate a recommendation for an economically viable event center capable of hosting groups of 300-plus people; and

**WHEREAS**, the advisory committee unanimously recommended an event center building concept with a flexible, heated and cooled space of 48,275 square feet, an event hall capable of hosting sporting tournaments, concerts, banquets, trade and consumer shows, meetings and other uses with groups of 300 to 2,500 people; and

**WHEREAS**, the event center concept also contains a kitchen intended to service said events while also providing culinary training opportunities for the community; and

**WHEREAS**, the Johnson Consulting study that was conducted projected \$25 million in new spending within the area, 191 new jobs created throughout the community and nearly \$1.2 million in annual tax revenue by the fifth year of operation; and

**WHEREAS**, the consultant study also projected an annual operating deficit of approximately \$310,000 by the fifth year of operation; and

**WHEREAS**, the multi-million dollar return justifies the anticipated operating deficit; and

**WHEREAS**, a hotel on Dare County Tourism Board-owned property is not recommended because it places an added burden on septic and the site, and a hotel partner often requires a public subsidy; and

**WHEREAS**, the Dare County Tourism Board voted unanimously in support of this event center concept; and

**WHEREAS**, support of the concept allows further planning and consideration to take place with regard to the Town of Nags Head Unified Development Ordinance, North Carolina state regulators regarding septic and stormwater, the Dare County Tourism Board and Dare County government regarding event center construction and operations funding.

**THEREFORE, BE IT RESOLVED**, that the Dare County Board of Commissioners hereby endorses by \_\_\_\_\_ vote on this date, August 16, 2021, and provides its support for the event center concept as was presented to the Board of Commissioners during its meeting on August 2, 2021.

This the 16<sup>th</sup> day of August 2021.

---

Robert Woodard, Sr., Chairman

Attest:

---

Cheryl C. Anby, Clerk to the Board



*Consent Agenda*

**Description**

1. Approval of Minutes - August 2, 2021
2. Southern Albemarle Association, Annual Meeting Invitation List
3. Charge to the Tax Collector
4. Tax Collector's Report
5. Dare County Transportation - Additional Full-time Driver
6. Statewide Mutual Aid Agreement

**Board Action Requested**

Approval

**Item Presenter**

Robert Outten, County Manager





*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., August 2, 2021**

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

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten  
Deputy County Manager/Finance Director, David Clawson  
Public Relations Coordinator, Stephanie Banfield  
Clerk to the Board, Cheryl Anby

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).

At 9:02 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Gaye Morris to share a prayer, and then he led the Pledge of Allegiance to the flag.

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

Following is a brief outline of the items mentioned by Chairman Woodard during his opening remarks, which can be viewed in their entirety in a video on the Dare County website:

- Commented he had been watching the Olympics, which were exciting to watch as those who represent our country share the American spirit. It was uplifting to watch medal winners stand on the podium while the National Anthem was played.
- He noted the last year and a half had been difficult for everyone. Dare County reported 103 new COVID-19 cases in the past five days. There were 83 cases seven days earlier. He made a plea to the County to weigh the pros in getting vaccinated. He said those who were not vaccinated should wear a mask in groups and practice social distancing.

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

Service pins were presented to the following Dare County employees:

George Fockler, Roy Ambrose, Orman Mann, Jr. and Brett Barnett received ten-year pins. Pamela Kaiser, Travis Rodeheaver and Dustin Respass received fifteen-year pins. Pam Midgett received a 25-year pin. Merry Balance, not present, was also noted to celebrate her 25<sup>th</sup> year with the county. Lisa Heath received her 35-year pin as the dance program supervisor with the County’s Parks and Recreation Department.

### ITEM 3 – PUBLIC COMMENTS

At 9:28 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. Following is a summary of all citizen remarks, which can be viewed in their entirety in a video on the County website:

*The following comments were made in Manteo:*

1. Richard Allebach from Duck said he and his wife had been playing pickleball for years and found it difficult to secure court time in Dare. There were a limited number of indoor facilities and he would like to see a dedicated outdoor playing field for the sport. He asked for an evening meeting to discuss the matter further.
2. Scott Garber was thankful for the additional budget funds to Parks and Recreation. As a pickle ball enthusiast, he wanted to get a concept for a 1,000 square foot court. He commented the calendar for the courts at the Rec Center was always full.
3. Melissa Ashcraft and Ben Saltzman spoke together concerning the difficulties of staffing Kitty Hawk Kites. They anticipated a significant drop of staff when school reopened. They were offering free employee housing from 8/9 – 10/30. They were also working outside of the area to form new partnerships with businesses to secure staffing needs. Pay rates and housing opportunities just were not enough.
4. Joe Maione, a resident of Nags Head, spoke about the “unintended consequences” which he felt occurred when businesses and towns grew without housing considerations for employees and families coming to the area. He suggested new projects could include dormitory housing to help with the problem.
5. Scott Morton, a resident of Kill Devil Hills, told the Board there was a large focus on youth recreation but not much time spent on facilities for adults. The courts were not open when adults could get there, such as evenings and weekends, to play pickleball. He stated there needed to be a better balance to serve senior adults.

*No comments from Buxton. The County Manager closed Public Comments at 9:48 a.m.*

### ITEM 4 – RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DARE, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO (Att. #1)

Dave Clawson presented the resolution to the Board which would authorize negotiations with lending institutions for the purchase of Mako’s Beach Grille and the Manteo youth center. He provided a schedule of the process. The projects would be financed over a 10-year term and no property tax increase was needed. There were no audit findings and a public hearing would be held. He added there was a third item for the Board to approve which was the \$700 difference in the purchase price of the Manteo parcel. Chairman Woodard questioned why closing the Manteo property was listed as “to be determined”. Mr. Outten explained the contract was approved by the lodge’s local board and was pending receipt of the state lodge’s formal approval. The kitchen equipment would remain part of the purchase and the sellers would retain the shed. Commissioner Ross asked what rates were anticipated for financing and Mr. Clawson responded it was expected to be under 2 percent.

**MOTION**

Commissioner Bateman motioned to adopt the Initial Resolution and Capital Project Ordinance and to correct the price of \$700 for the Manteo property purchase.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 5 – PUBLIC HEARING ON MANTEO AND KILL DEVIL HILLS PROPERTY ACQUISITION AND INSTALLMENT FINANCING CONTRACT**

At 9:54 a.m. the Board held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton.

No one responded to the invitation to address the Board of Commissioners on this issue and the County Manager closed the Public Hearing at 9:55 a.m.

**ITEM 6 – AMENDMENT TO SPECIAL USE PERMIT 2-2020 FOR WILLIAM AND SHELLY DAUGHERTY GROUP DEVELOPMENT**

After all parties were sworn in, Noah H. Gillam, Assistant Planning Director, explained an amendment to Special Use Permit 2-2020 had been submitted by William and Shelly Daugherty. The original SUP had been issued in June 2020 for a group development consisting of three mini-storage units on parcel 023856000 in Manns Harbor. The amendment would add a fourth mini-storage facility, which would be 3,300 square feet with the unit measuring 20 x 165 foot. A site plan was provided. The Fire Marshal reviewed the application and his only concern was to insure the pond on the property would be kept clear of vegetation to allow for drafting operations in case of a fire emergency. The Planning Board reviewed the amended application on July 12 and deemed the conditions and the site plan appropriate. Adjoining property owners had been notified as required by ordinance. Mr. Gillam read the new amendments. The County Manager asked the applicant if he agreed to the findings of fact listed in the Amendment to SUP, the supporting documents on file, and the facts presented by Noah Gillam. Mr. Daugherty indicated his agreement. Commissioner Tobin stated an adjacent owner was his father-in-law, who was in favor of the amendment.

**MOTION**

Commissioner Bateman motioned to approve the draft amendments and site plan for SUP 2-2020 for a mini storage group development.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 7 – DARE COUNTY TOURISM BOARD – SOUND SIDE EVENT CENTER AND SITE UPDATE**

Lee Nettles, on behalf of the Tourism Board, provided a PowerPoint presentation to update the Board with a vision for the site and how it would relate to the community. A full account of the Board's discussion on this item is archived on a video available for viewing on the Dare County website [www.darenc.com](http://www.darenc.com). Following is a brief synopsis: Mr. Nettles identified the event center as an enormous project and suggested it be thought of as a boulder, which "gets moved forward if all of us ...are all moving in the same direction". The Advisory Committee, which started in 2019, was present along with some Tourism Board members. The committee had offered different use types such as sports, banquets, trade shows and the associated

space requirements for each of those uses. Facilities in other markets were researched and input was considered from local event developers. Thought was also given to local town ordinances and text amendments or variances which might be needed. The committee voted to present the concept for consideration to the Tourism Board. The Tourism Board reviewed the recommendation and voted unanimously in support of the concept. It is now their hope and goal to gain support for the vision. Mr. Nettles said he would return at a later date to discuss a possible building design and a funding plan. Today he wanted the focus to be on the concept of the event center and provided a sketch of a 48,275 sq. ft. area with an event hall, meeting room, test kitchen with lobby and restrooms. The kitchen could partner with COA and the Outer Banks Restaurant Association to train high school and college students or new career starts. Johnson Consulting had projected the center would generate \$25 million in new spending in the area, 191 jobs and an approximate \$1.2 million in tax revenue by the fifth year of operation. They also projected an annual operating deficit of around \$310,000 by the fifth year. Mr. Nettles relayed the Tourism Board felt it was worth it for the return the facility will have for the community. He discussed with the Board the merits of a hotel being included but it was not being considered at this time. Johnson Consulting had advised a hotel would be strategic as the center grew; however there were septic requirements for a hotel. Commissioner Ross had sat on the advisory board over the past months and commented the presentation was done well. He asked Nettles about the hurdles such as the building size and height with regard to current Nags Head ordinances. Mr. Nettles said the current ordinance did not have consideration for a facility of this type and various ordinance amendments would be needed. Parking was also an issue with a requirement of 600 spaces. Currently the plan reflected 312 paved and 266 in the grass, which did not include the South Beach Grille parking area. The building height was 42 feet by current ordinance and the proposed building was at 45 feet. The cost of the project was estimated at \$17.6 million and they were getting another price comparison. Mr. Nettles agreed with Commissioner Ross when asked whether the yearly operating deficit would increase if project construction costs rose. At the conclusion of the presentation, Chairman Woodard received a consensus from the Board of project support. Commissioner Couch asked Mr. Nettles if a board resolution would hold any value for the project's progression.

**MOTION**

Commissioner Couch motioned to prepare and adopt a resolution in support of the project as presented.

Vice-Chairman Overman and Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**RECESS at 10:50 a.m. and the Board Reconvened at 11:04 am**

**ITEM 8 – ANNUAL SETTLEMENT – 2020 TAXES**

Becky Huff, Tax Collector, presented the Annual Settlement of yearly tax collection. The collection rate through June was 99.57%. She stated Dare was rated top five in the state with their accomplished rate. Electronic payment options had relieved staff to allow more work on collection efforts. There were many people on payment plans allowing a larger amount of prior year taxes to be collected. Motor vehicle taxes were done by the state. Tax bills would go out next week. At the next board meeting Mrs. Huff would request the Board to charge her with the collection of the 2021 taxes. She reported on the Roanoke Island water assessments, which did not have interest or penalties added to unpaid accounts. Recently

396 people had been contacted and 96 had paid their water assessments in full, while others continued with payment plans. She introduced her staff: Jennifer Davenport, Corinne Etheridge, Paula Bingham, Ricki Burrus and Mesia Godfrey. She applauded their efforts during COVID. Commissioner Couch asked if much was being lost with AirBNB or BRBO properties and the remittance of occupancy taxes. Mrs. Huff explained there were a small percentage of parcels uncollected but efforts and research was ongoing to narrow the gap.

**ITEM 9 – RFQ FOR PROFESSIONAL ENGINEERING SERVICES**

County Manager advised an RFQ had been advertised on June 1, 2021 and the County had received responses from Albemarle and Associates from Kill Devil Hills, Timmons Group out of Elizabeth City and Progressive Design Collaborative from Raleigh. The engineering firm selected would locate property corners, aid with evaluating stormwater issues and other engineering issues for projects valued at \$50,000 or less. The County Manager explained why two of the firms may not be workable due to their distance to the County. He recommended Albemarle and Associates and indicated John Delucia, company representative, was present if the Board had questions.

**MOTION**

Commissioner Bateman motioned to exempt the county from the Mini-Brooks Act, approve Albemarle and Associates as engineers for projects valued at \$50,000 or less and authorize the County Manager to negotiate a final contract.

Commissioner House seconded the motion.

VOTE: AYES unanimous

**ITEM 10 – CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING**

Chairman Woodard gave an overview of the annual achievement for financing report, which had been established in 1945. He noted Dare County’s Finance Department had received this award for thirty consecutive years. He recognized with the Board the amazing accomplishment which highlighted the dedication David Clawson, Sally DeFosse and the whole of his staff provided to the county. The awards were both presented to Mr. Clawson. He encouraged Dare County residents to visit the website to view the report, which illustrated the amazing financial health of our community.

**ITEM 11 – PROCLAMATION – CHILD SUPPORT AWARENESS MONTH**

The Dare County Health & Human Services provided the Board with a Proclamation to recognize August, 2021 as “Child Support Awareness Month”. The proclamation outlined that more than \$2.6 million had been collected from parents of Dare County’s children in the North Carolina Fiscal year 2020-21.

**MOTION**

Vice-Chairman Overman motioned to adopt the proclamation recognizing August, 2021 as “Child Support Awareness Month”.

Commissioners House and Tobin seconded the motion.

VOTE: AYES unanimous

## **ITEM 12– CONSENT AGENDA**

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

### **MOTION**

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (07.19.21) **(Att. #2)**
- 2) NC DPI Facility Needs Survey

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

## **ITEM 13 – BOARD APPOINTMENTS**

### 1) Parks and Recreation Advisory Council

Vice-Chairman Overman motioned to reappoint Anita Bills, Willer Spencer, Amanda Hooper Walters, George Barr, Robert Parrish, Eddie Twyne, Stephanie J. Harkness-Moxley and Kelli Harmon and appoint Helen Furr to fill Kathy Carden's vacancy.

Commissioner House seconded the motion.

VOTE: AYES unanimous

### 2) Upcoming Board Appointments

The upcoming Board appointments for September, October and November, 2021 were announced.

## **ITEM 14 – COMMISSIONERS' BUSINESS & MANAGER'S/ATTORNEY'S BUSINESS**

Commissioners and the County Manager frequently make extensive remarks, which can be viewed in their entirety in a video on the Dare County website. A brief outline of the items mentioned by Commissioners and the County Manager during this segment follows:

Prior to this item Chairman Woodard invited Duke Gary with the Home Builders Association to provide an update regarding home building costs. Mr. Gary stated framing lumber was down 60% from its high. OSB, which was once \$9 a board, was now \$50 each. He stated electrical wire had more than tripled since last year. These increases made estimating jobs more difficult. Appliances needed for renovations or new construction were taking approximately three months to arrive. He stated the market in our area was about 70% investment homes. He also commented on the shortage of laborers in the business. There was pressure for new energy standards coming out with more electric products and less gas.

### Commissioner Tobin

- Reported on his recent trip to the shipyard where *Miss Katie* was being constructed. The steel price secured for the project was at 35 cents per pound and now the price of steel was around 95 cents a pound. The trip was good and he would share pictures later. The bow sections were almost completed and would be moved out to the yard and attached to the mid-body section. The stern sections were also almost completed. There were still some issues with the draghead plans but they were working through them with help from both Congressman Murphy and Senator Burr's offices to put pressure on the Corps of Engineers to turn over either a draghead for the development of a mold or an actual mold or the plans.

Commissioner Ross

- Advised he and the County Manager would be attending a broadband grant proposal zoom meeting tomorrow by the Economic Development Authority. He stated the EDA had made available one billion dollars for the Atlanta Region. A large extent of rural eastern United States would be covered and they hope to investigate whether or not there would be an opportunity to do more for our region.

Commissioner House

- He commented on his trip to Conrad Shipyard and said it was good to see the dredge taking shape. The welders were working through temperature indexes of 110 degrees that day.
- He thanked Dave Clawson, Sally DeFosse and the finance department staff for their remarkable 30 year record of excellence.
- For a day in history he referenced when John F. Kennedy leaped into the ocean after a Japanese nighttime attack of his PT-109. He swam through the burning wreckage of his boat to save other crewmembers.

Vice-Chairman Overman

- Congratulated and thanked the ten service pin recipients with a total of 170 years of service to the County.
- He acknowledged the continued top priority to Dare County's financial health that Dave Clawson, Sally DeFosse and the finance department staff gave to the community and congratulated them on receiving the Certificate of Achievement for Excellence.

Commissioner Bateman

- Commented on the continued difficulties encountered by employers to staff their businesses. Housing played a part, he said, but "people don't want to work" and he received little to no response from the employment commission as a staffing resource.
- He added it would be required for employers to supply housing for each J-1 student with an approved housing criteria.

Commissioner Couch

- Remembered the unfortunate loss of a young man to an accident in Frisco last week, Leroy "Trey" Tracey Farrow, III.

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

1. County Manager Outten advised the KnowBe4 training services contract presented and approved at the July 19, 2021 Board meeting needed to be modified. IT Director had asked for a quote for 700 employees and later realized only a portion of what was needed had been quoted. Matt Hester had negotiated a good price for the multi-year contract. County Manager asked for approved of an amended contract to add the employees for approximately \$1,000.

**MOTION**

Commissioner House motion to amend the KnowBe4 contract to add the employees needed and increase the cost by approximately \$1,000.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous



2. Mr. Outten advised in order to move potential essential housing projects along; DFI had indicated the need for an architect to evaluate renovations at Elizabethan Inn and to look at the Bowsertown project. Proposals were sent by DFI and three qualification packages were received. Dunn & Dalton from Kingston, had renovation experience, but it was difficult to discern how much market-rate apartments versus LIHTC work they had done. Their estimate was \$28,000. Ross/Deckard based in Charlotte had one hundred or more project examples with LIHTC; however, they were expensive with a \$44,500 quote. Tise Kiester, architects from Chapel Hill, provided a \$9,000 estimate. They had completed a number of LIHTC projects which were 30-60 units. Based on the price and their experience, he recommended Tise-Kiester Architects.

**MOTION**

Commissioner House motioned for exemption from the Mini-Brooks Act, approval of a contract with Tise-Kiester Architects PA and authorized the necessary budget amendments.

Commissioners Tobin and Couch seconded the motion

VOTE: Ayes unanimous

The County Manager also mentioned the need for the Board to establish what resources would be committed to affordable/essential housing issues. He suggested a dollar amount could be agreed upon for one project at a time or a fund created for affordable housing going forward.

3. Stormwater issues on the North End had resurfaced when an owner moved a drainage pipe. It was discovered to be connected to a clogged pipe which was not in the appropriate easement. The pipe drained into an open ditch and then through six houses and hit another pipe and spread out into open ditches. An engineer had reviewed the issue twice and recommended a culverted pipe through the open ditches to improve water flow into the sound. Mr. Outten recommended the new county engineer look at the issue and provide an estimate for Board for approval. The Board discussed and agreed the County Manager would move forward with acquiring the estimate of corrective work for their approval at a later date.
4. There were three to four houses privately owned near Wescott Park. The owner had requested a fence between his properties and Dare's to prevent continued encroachment onto his rentals by bike and motor bike traffic. A further review of the area noted there was a light stanchion for the baseball park area on the owner's property. Rather than move the light, the Manager advised he was working out a resolution where the owner could contribute a portion of the \$7,256.00 estimated cost to place a fence in the area. The Board discussed with a consensus for the County Manager to move forward.

The County Manager concluded the meeting had highlighted the finance and tax departments' excellence and dedication. He commended each of the County's departments stating they were making similar contributions. Commissioner Couch added the trash collectors, who were currently short staffed, were doing a wonderful job.

Dave Clawson thanked the Board for the presentation of the certificates recognizing his department and would pass on the Board's added compliments to his staff.

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

**MOTION**

Commissioner House motioned to adjourn the meeting.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

At 12:37 p.m., the Board of Commissioners adjourned until 5:00 p.m., August 16, 2021.

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 and supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk to the Board. Attempts have been made to accurately reflect the spelling of each name as spoken at the podium or based on the legibility of the sign-in sheet.



*Southern Albemarle Association, Annual Meeting Invitation List*

**Description**

The Southern Albemarle Association (SAA) is dedicated to the maintenance, enhancement, and advancement of roads, bridges, waterways, and airports in Beaufort, Dare, Hyde, Martin, Tyrrell, and Washington Counties.

The SAA has asked the Board of Commissioners to submit a list of 50 people from Dare County for the SAA to invite to their upcoming annual meeting.

The SAA recommends that the list include elected officials and others that have an interest in our airports, waterways, bridges, ferries, and roadways. The attached invitation list will be submitted to the SAA.

**Board Action Requested**

Approve Submitting the Invitation List to the Southern Albemarle Association

**Item Presenter**

Robert Outten, County Manager

## **Southern Albemarle Association (SAA)**

### **Dare County Invitation List - 2021**

50 Dare County names to be invited to the upcoming annual SAA meeting.

The SAA is dedicated to the maintenance, enhancement, and advancement of the roads, bridges, waterways, and airports in Beaufort, Dare, Hyde, Martin, Tyrrell, and Washington Counties.

#### **Board of Commissioners, Elected Officials, and County Staff**

1. Robert Woodard, Chairman
2. Wally Overman, Vice-Chairman
3. Ervin Bateman, Commissioner
4. Steve House, Commissioner
5. Rob Ross, Commissioner
6. Jim Tobin, Commissioner
7. Danny Couch, Commissioner
  
8. Doug Doughtie, Sheriff
9. Cheryl House, Register of Deeds
10. Dean Tolson, Clerk of Court
  
11. Robert Outten, County Manager
12. Donna Creef, Planning Director

#### **Dare County Airport Authority**

13. Chairman
14. David Daniels, Director

#### **Dare County Boatbuilders Foundation**

15. John Bayliss, President

#### **Dare County Municipalities – Mayors & Managers**

16. Town of Duck – Mayor Don Kingston & Manager
17. Town of Kill Devil Hills – Mayor Ben Sproul & Manager
18. Town of Kitty Hawk – Mayor Gary Perry & Manager
19. Town of Nags Head – Mayor Ben Cahoon & Interim Manager
20. Town of Manteo – Mayor Bobby Owens & Manager
21. Town of Southern Shores – Mayor Tom Bennett & Manager

#### **Dare County Restaurant Association**

22. Wes Stepp, President

### **Dare County Tourism Board**

- 23. Chair
- 24. Lee Nettles, Executive Director

### **National Park Service**

- 25. David Hallac, Superintendent, Outer Banks Group

### **NCDOT Board Member**

- 26. Allen Moran

### **Dare County Waterways Commission**

- 27. Michael Flynn
- 28. Ernie Foster
- 29. Kenneth "KP" Scott, III)
- 30. Natalie Perry Kavanagh
- 31. Kermit W. Skinner, Jr.
- 32. Steve Coulter

### **Oregon Inlet Task Force Advisory Committee**

- 33. Mikey Daniels
- 34. Harry Schiffman
- 35. Bob Peele
- 36. Jamie Reibel
- 37. Russ King

### **Outer Banks Association of REALTORS**

- 38. President, Outer Banks Association of REALTORS
- 39. CEO, Willo Kelly

### **Outer Banks Chamber of Commerce**

- 40. Karen Brown, President & CEO
- 41. Chair, Outer Banks Chamber of Commerce

### **Outer Banks Homebuilders Association**

- 42. President, Outer Banks Homebuilders Association

### **Outer Banks Hotel/Motel Association**

- 43. President, Outer Banks Hotel/Motel Association
- 44. Tonia Cohen, Secretary

### **Outer Banks Scenic Byways**

- 45. Mary Helen Goodloe-Murphy

**Additional names of Dare County residents participating in the SAA**

46. Moon Tillett
47. Jean Tillett
48. Elaine Vann
49. Merlee Austin
50. Fletcher Willey



*Charge to the Tax Collector*

**Description**

It is required each year that the Board, by motion, charge the Tax Collector to begin tax collections on current taxes based on the budgeted valuation of \$16,312,781,089.00 and the gross county and municipal levies of \$100,683,146.10. This order will cover the 2021 taxes for Dare County and the Towns of Kill Devil Hills, Kitty Hawk, Manteo, Southern Shores, and Duck.

**Board Action Requested**

Charge the collector to begin tax collections on the 2021 levy.

**Item Presenter**

Becky Huff, Tax Collector



*Tax Collector's Report*

**Description**

July 2021 Releases over \$100  
July 2021 Refunds over \$100  
July 2021 NCVTS Refunds over \$100

**Board Action Requested**

Approved

**Item Presenter**

Becky Huff, Tax Collector



# Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00) )

**MONTH:** July

**DATE RANGE:** 7/1/2021 - 7/31/2021

**SUBMITTED BY:** Becky Huff

Taxpayer Name	Parcel #	Bill Year	Reason	Value Released	Tax Released
RIGNEY, MARK EDWARD TTEE	007200000	2020	BRD OF E&R DECISION	-60,100.00	<b>-240.70</b>
VALENTINO CUSTOM BOATS	977768000	2020	PERSONAL PROPERTY CHANGE	-73,798.00	<b>-426.75</b>
DEGABRIELLE, ROBERT R	962994000	2020	PERSONAL PROP REMOVABLE	-28,621.00	<b>-172.48</b>
DEGABRIELLE, ROBERT R	962994000	2019	PERSONAL PROP REMOVABLE	-29,506.00	<b>-208.74</b>
DEGABRIELLE, ROBERT R	962994000	2018	PERSONAL PROP REMOVABLE	-30,419.00	<b>-215.18</b>
				<b>Total Tax Released:</b>	<b>-1,263.85</b>

# Refund Report for REAL ESTATE and PERSONAL PROPERTY

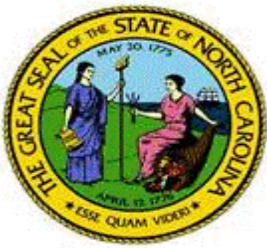
(Refunds over \$100.00 )

MONTH: JULY

DATE: 7/1/2021 - 7/31/2021

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Refund Amount</u>
RIGNEY, MARK EDWARD TTEE	007200000	2020	BOER Value Release	\$ (240.70)
				\$ (240.70)



# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

July 2021

Payee Name	Primary Owner	Address 1	Address 3	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
CARRICO, THOMAS JOSEPH	CARRICO, THOMAS JOSEPH	3437 MANOR GROVE CIRCLE	GLEN ALLEN, VA 23059	C99	Tax	(\$115.04)	\$0.00	(\$115.04)
				F22	Tax	(\$13.90)	\$0.00	(\$13.90)
				S99	Tax	(\$25.45)	\$0.00	(\$25.45)
				<b>Refund</b>				
EAGAN, MARK KEVIN	EAGAN, MARK KEVIN	324 RIDGEVIEW WAY	NAGS HEAD, NC 27959	C99	Tax	(\$70.16)	\$0.00	(\$70.16)
				T14	Tax	(\$46.42)	\$0.00	(\$46.42)
				<b>Refund</b>				
JONES, CHRISTALLENE	JONES, CHRISTALLENE	PO BOX 322	SMITHFIELD, VA 23431	C99	Tax	(\$208.68)	\$0.00	(\$208.68)
				T07	Tax	(\$166.74)	\$0.00	(\$166.74)
				<b>Refund</b>				
KESSLER, GARY PHILIP	KESSLER, GARY PHILIP	411 DAVINCI LN	KITTY HAWK, NC 27949	C99	Tax	(\$234.01)	\$0.00	(\$234.01)
				T08	Tax	(\$154.84)	\$0.00	(\$154.84)
				T08BN	Tax	(\$20.45)	\$0.00	(\$20.45)
				<b>Refund</b>				
LIGHTHOUSE VIEW MOTEL INC	LIGHTHOUSE VIEW MOTEL INC	PO BOX 39	BUXTON, NC 27920	C99	Tax	\$0.00	\$0.00	\$0.00
				02MSD	Tax	(\$124.69)	\$0.00	(\$124.69)
				F02	Tax	\$0.00	\$0.00	\$0.00
				R01	Tax	\$0.00	\$0.00	\$0.00
				S99	Tax	\$0.00	\$0.00	\$0.00
				<b>Refund</b>				
ROSS, ROBERT ALLAN	ROSS, ROBERT ALLAN	PO BOX 1032	NAGS HEAD, NC 27959	C99	Tax	(\$56.06)	\$0.00	(\$56.06)
				T14	Tax	(\$37.10)	\$0.00	(\$37.10)
				T14MSD	Tax	(\$20.02)	\$0.00	(\$20.02)
				<b>Refund</b>				
SIMMONS, JAMES MELVIN	SIMMONS, JAMES MELVIN	1900 AMES CIR E	CHESAPEAKE, VA 23321	C99	Tax	(\$72.33)	\$0.00	(\$72.33)
				T14	Tax	(\$47.86)	\$0.00	(\$47.86)
				<b>Refund</b>				
TAVES, KURT WILLIAM SR	TAVES, KURT WILLIAM SR	4001 RIVER PARK DR	SUFFOLK, VA 23435	C99	Tax	(\$282.99)	\$0.00	(\$282.99)
				T20	Tax	(\$138.35)	\$0.00	(\$138.35)
				<b>Refund</b>				
							<b>Refund Total</b>	<b>\$1835.09</b>



# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

July 2021

Tax Jurisdiction	District Type	Net Change
C99	COUNTY	(\$1,039.27)
02MSD	CITY	(\$124.69)
T07	CITY	(\$166.74)
T08	CITY	(\$154.84)
T08BN	CITY	(\$20.45)
T14	CITY	(\$131.38)
T14MSD	CITY	(\$20.02)
T20	CITY	(\$138.35)
F02	FIRE	\$0.00
F22	FIRE	(\$13.90)
R01	FIRE	\$0.00
S99	SPECIAL	(\$25.45)
<b>Total</b>		<b>(\$1,835.09)</b>



*Dare County Transportation*

**Description**

Dare County Transportation System is in need of a second full-time driver. At this time there is only one full-time driver. DCTS is carrying forward \$216,000 in Transportation CARES revenue which must be used by June 30, 2022.

**Board Action Requested**

Take appropriate action.

**Item Presenter**

Radcliff Hester, Transportation Program Supervisor

---

# DARE COUNTY

---

## BUDGET TRANSFER

F/Y 2021-2022

---

G/L Account Number			INCREASE	DECREASE
Org	Object	Project		

---

Department: \_\_\_\_\_

Explanation: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Name: \_\_\_\_\_

Approved by: \_\_\_\_\_

County Manager: \_\_\_\_\_  
(sign in red)

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

*Finance only:*

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



*Statewide Mutual Aid Agreement*

**Description**

North Carolina Emergency Management requires an annual update of the Statewide Mutual Aid Agreement . The agreement streamlines resources sharing across North Carolina during an emergency. Having an up to date agreement in place will ensure we have access to resources statewide during a disaster and that we are meeting the requirements for Emergency Management Performance Grant funding.

**Board Action Requested**

Approval

**Item Presenter**

Drew Pearson



# NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT REVISION -2021

---

FOR THE

*COUNTY OF DARE*

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters;

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;
4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

THEREFORE, pursuant to G.S. 166A-19.72, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:



**SECTION I. DEFINITIONS**

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" includes personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident. "Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15.

"Party" means a governmental entity which has adopted and executed this Agreement.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

**SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage

each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

**SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE**

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a emergency and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency under G.S. 166A-19.22, and a completed form describing recipient's projected needs in light of the emergency. All requests for mutual aid and assistance shall be transmitted by the party's *Authorized Representative* or to the *Coordinator of the Local Agency* as set forth below.

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: Recipient shall set forth requests as follows:

(i) REQUESTS ROUTED THROUGH THE RECIPIENT'S LOCAL AGENCY: Recipient may directly contact the Local Agency, in which case it shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact other parties on behalf of Recipient to coordinate the provision of mutual aid and assistance. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

(ii) REQUESTS MADE DIRECTLY TO PROVIDER: Recipient may directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement. Provider and Recipient shall be responsible for keeping Local Agencies advised of the status of response activities, in a timely manner.



(iii) RECORD OF REQUESTS TO BE PROVIDED: A record of the request for assistance shall be provided by the Recipient to the Director of the Division of Emergency Management in the NC Department of Public Safety, in a timely manner.

B. REQUIRED INFORMATION: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. Stricken Area and Status: A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is imminent, in progress, or has already occurred) and of the damage sustained to date;
2. Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
3. Infrastructure Systems: Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;
4. Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. Provider's Traveling Employee Needs--Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.
6. Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
7. Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. STATE AND FEDERAL ASSISTANCE: Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Agency.

**SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

When contacted by the Recipient/Local Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the

Recipient/Local Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Agency, the Local Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

**SECTION V. SUPERVISION AND CONTROL**

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor. As soon as practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at mutually agreed upon intervals.

**SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**



Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

#### **SECTION VII. REIMBURSEMENTS**

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition.

At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

B. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this



section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

C. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 and applicable Office of Management and Budget (OMB) Circulars.

D. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

E. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

**SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES**

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

**SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for



the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

**SECTION X. IMMUNITY**

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

**SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY**

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement. Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

**SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT**

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

**SECTION XIII. AMENDMENTS**

Manner-- This Agreement may be modified at any time upon the mutual written consent of



the Recipient and Provider.

Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

**SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

**SECTION XV. HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

**SECTION XVII. EFFECTIVE DATE**

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.



NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE  
AGREEMENT REVISION 2021

---

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF PUBLIC SAFETY

BY:

Erik A. Hooks, Secretary  
Department of Public Safety

Date:

BY:

Michael A. Sprayberry, Director  
Division of Emergency Management

Date:

BY: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Chief Executive Officer/Local Government

Name: *ROBERT L. OUTTEN*

Title: *COUNTY MANAGER*

Name of Unit: *COUNTY OF DARE*

Date:

APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel  
Department of Public Safety

Date:



## LIST OF AUTHORIZED REPRESENTATIVES TO CONTACT FOR EMERGENCY ASSISTANCE

---

FOR THE *COUNTY OF DARE*

MAILING ADDRESS:

*BOX 1000  
954 MARSHALL C. COLLINS DRIVE  
WANTEO NC 27954*

DATE: *8/6/21*

### PRIMARY REPRESENTATIVE

---

NAME: *DREW PEARSON*

TITLE: *EM DIRECTOR*

DAY PHONE: *252 475 5897*

NIGHT PHONE: *252 473 3444*

CELL PHONE: *252 216 6012*

FAX:

### FIRST ALTERNATE REPRESENTATIVE

---

NAME: *STEVE KOUKES*

TITLE: *EM DEPUTY DIRECTOR*

DAY PHONE: *252 475 5757*

NIGHT PHONE: *252 473 3444*

CELL PHONE: *252 475 0141*

FAX:

### SECOND ALTERNATE REPRESENTATIVE

---

NAME: *JAMES WOOTEN*

TITLE: *EM PLANNER*

DAY PHONE: *252 475 5894*

NIGHT PHONE: *252 473 3444*

CELL PHONE: *252 305 9914*

FAX:



*Closed Session*

**Description**

Closed Session pursuant to:  
NCGS 143-318.11(a)(3) to consult with the attorney in order to preserve the attorney-client privilege and to approve the minutes of the last Closed Session.

**Board Action Requested**

Approve Closed Session

**Item Presenter**

Robert Outten, County Manager



*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