



## Eastern Carolina Council

233 Middle Street; Ste 300  
PO Box 1717  
New Bern, NC 28560

Phone: 252.638.3185  
Fax: 252.638.3187  
www.eccog.org

April 26, 2021

Mr. Patrick Joyce, Chairman  
Carteret County-Beaufort Airport Authority  
180 Airport Road  
Beaufort, NC 28516

Re: Professional Management Agreement: 04-79-07440 Airport Hanger

Dear Mr. Joyce:

This is in response to your letter of March 9, 2021. As you are aware, the Carteret-Beaufort Airport Authority Board ("Airport Authority Board") terminated the referenced contract based on inaccurate information that the Eastern Carolina Council of Governments ("ECC") failed to timely and satisfactorily submit grant information to the EDA. Thus, there were no justifiable grounds for termination.

Accordingly, please be advised that the Board of the ECC discussed this matter on March 11, 2021, and will only agree to a potential resolution of this matter which includes a written acknowledgement from the Airport Authority Board that the ECC timely and satisfactorily performed all duties under the agreement, and the contract was therefore terminated without cause, as the allegation that the ECC had not timely submitted grant information was inaccurate. We would also ask that a statement acknowledging this be made in open session of the next meeting of the Airport Authority Board. The ECC would also request that the Airport Authority compensate the ECC not only for time spent in the amount of \$13,000.00, but for legal fees involved in the handling of this contractual dispute in the amount of \$3,000.00. Therefore, in order to resolve the matter, the ECC will accept a written acknowledgment as stated above, a public statement as stated above, and the fee of \$16,000.00.

Please advise as to the Airport Authority Board's position on these conditions, and if the Airport Authority Board is in agreement with same, please forward a revised agreement reflecting these terms for my review and execution.

Thank you in advance for your consideration of these matters. I look forward to hearing from you.

Best regards,

*Katie S. Bordeaux*

Katie S. Bordeaux

Eastern Carolina Council of Governments

CC: ECC President James V. Bender Jr.  
ECC Board Member Robert William Cavanaugh



**Carteret County-Beaufort Airport Authority**  
180 Airport Road  
Beaufort, North Carolina 28516

April 15, 2021

Attn: Katie Bordeaux  
Eastern Carolina Council of Government  
Executive Director  
PO Box 1717  
New Bern, NC 28563

It is the understanding of the Carteret County-Beaufort Airport Authority Board that an agreement has been accepted by your Board of Directors to resolve all claims and issues between the Carteret County-Beaufort Airport Authority and the Eastern Carolina Council of Government for payment in the sum of \$16,000.00.

The Carteret County-Beaufort Airport Authority acknowledges that the Eastern Carolina Council of Government (ECCOG) timely and satisfactorily performed all duties under their agreement and the contract was terminated based upon incomplete information.

The Airport Authority Board further understands that, in return for the payment of \$16,000.00, that you and your organization, the ECCOG, do hereby release the Airport Authority and its Board and management team from any further claims and closes any and all contractual arrangements with the Airport Authority.

Please sign this letter indicating your acceptance of these terms.

An Airport Authority Check in the amount of \$16,000.00 will be given to you upon receipt of the signed copy of this agreement.

Thank you,

Patrick Joyce  
Chairman  
Carteret County-Beaufort Airport Authority

The ECCOG accepts the payment of \$16,000.00 and shall consider all debts paid and shall release the Carteret County-Beaufort Airport Authority from all contractual agreements.

\_\_\_\_\_  
Katie Bordeaux, Executive Director, ECCOG

\_\_\_\_\_  
Date

## **CARTERET COUNTY-BEAUFORT AIRPORT AUTHORITY MINUTES**

### **Special Called Meeting**

**April 14, 2021**

### **Video Conference Call**

#### **Members Present:**

Jon Brearey, Bob Coles, Scott Evans, Tom Higgins, Chairman Pat Joyce and WF Parker were present. A quorum was established. Others present were Jesse Vinson, Airport Manager, Jay Talbert and Randy Fender, Talbert and Bright, and members of the public.

#### **Call to Order:**

Chairman Pat Joyce called the meeting to order at 6:15 p.m. and led the meeting attendees in the Pledge of Allegiance.

#### **Approval of Agenda:**

The agenda was reviewed. *Resolved, Mr. Higgins made a motion to approve the agenda as presented, while Dr. Coles seconded the motion.* The motion was unanimously carried.

#### **New Business:**

##### ***Airfield Vault Electrical Utilities Contract Award***

Mr. Fender reviewed the contract award recommendation provided in the agenda packet. Bids were received on Friday, April 9, 2021 for the Airfield Vault Electrical Utilities project at Michael J. Smith Field. Four bids were received. The low bidder for the project was Rifenburg Construction, Inc. with a bid price of \$213,380.00. In reviewing Rifenburg Construction's bid proposal, no errors were found in the bid form. Based on the information provided, Talbert & Bright recommend award of the Airfield Vault Electrical Utilities project to Rifenburg Construction, Inc. for \$213,380.00. The contract award is pending EDA approval.

*Resolved, Mr. Parker made a motion to award the Airfield Vault Electrical Utilities Contract to Rifenburg Construction, Inc. in the amount of \$213,380.00 pending final approval from the EDA, while Mr. Brearey seconded the motion.* The motion was unanimously carried.

#### **Additional Business:**

##### ***Hangar Signage Request***

Mr. Brearey asked the Board to consider a request from hangar occupant, Mr. Jeff Deaton, to place signage on the hangar. The image had been shared amongst the board members. Dr. Coles believes that our airport rules and regulations state that any signage must be reviewed and approved by the airport authority. This discussion and provisional authority will give the board a basis for future sign discussions.

*Resolved, Dr. Coles made a motion to approve the signage on the hangar that Mr. Deaton occupies, pending its compliance with current rules and regulations, while Mr. Higgins seconded the motion.* Mr. Parker was opposed. The motion was carried.

**Closed Session:**

*Resolved, Mr. Higgins made a motion to enter into a Closed Session for purpose of discussing confidential information, legal matters, personnel and contract negotiations as permitted by NCGS 143-318.11(a)(1), (3), (5) and (6), while Mr. Brearey seconded the motion. The motion was unanimously carried.*

Chairman Joyce noted that an action item will take place following Closed Session, but no action will be taken during Closed Session.

*Dr. Coles made a motion to return to Regular Session, while Mr. Brearey seconded the motion. The motion was unanimously carried.*

**Additional Business:*****Eastern Carolina Council of Government***

*Mr. Brearey made a motion to proceed with compensation of the Eastern Carolina Council of Government for grant administrative duties. The Board acknowledged that the Eastern Carolina Council of Government timely and satisfactorily performed all duties under their agreement and the contract was terminated based upon incomplete information. Mr. Parker seconded the motion. The motion unanimously carried.*

***Short-term Hangar Arrangement***

The board authorized Mr. Vinson to work with the FBO for use of the maintenance hangar on a month-to-month basis.

*Hearing no further discussion, Mr. Brearey made a motion to adjourn, while Mr. Higgins seconded the motion. The motion was unanimously carried.*

Respectfully Submitted,

Jesse Vinson

Interim Airport Manager / Secretary to the Board

Minutes prepared by:  
Kristen Janes

## Katie Bordeaux

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**From:** Boyette, Eric <jeboyette@ncdot.gov>  
**Sent:** Friday, April 2, 2021 3:37 PM  
**To:** Katie Bordeaux  
**Cc:** Carter, Natalie R  
**Subject:** RE: [External] Onslow County Delinquent on RPO Dues

Katie,

Thank you for your email. I have asked our staff to review and respond accordingly.

Thank you for all you do to support transportation and have a wonderful weekend.

J. Eric Boyette  
Secretary North Carolina Department of Transportation  
Phone 919-707-2800  
[jeboyette@ncdot.gov](mailto:jeboyette@ncdot.gov)  
1 South Wilmington Street  
1501 Mail Service Center  
Raleigh, North Carolina 27699-1501



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**From:** Katie Bordeaux <kbordeaux@eccog.org>  
**Sent:** Monday, March 29, 2021 4:06 PM  
**To:** Boyette, Eric <jeboyette@ncdot.gov>  
**Subject:** [External] Onslow County Delinquent on RPO Dues

**CAUTION:** External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [Report Spam](#).

Secretary Boyette,

I am the Executive Director for the Eastern Carolina Council of Governments and the Down East Rural Planning Organization (DERPO) is housed with our Council of Governments. We are based in New Bern. The ECC is comprised of 9 counties and 62 municipalities.

The ECC Board has directed me to solicit your help in recovering delinquent dues from Onslow County. The first attachment shows a timeline. The second attachment are the correspondences from the ECC Board Attorney and Onslow County Attorney that I reference in the attached letter.

I appreciate your assistance.



Attachment 1 as noted in April 2, 2021 email to NC DOT Secretary Boyette



## Eastern Carolina Council

233 Middle Street, Ste 300

Phone: 252.638.3185

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March 29, 2021

Secretary Eric Boyette  
1501 Mail Service Center  
Raleigh, NC 27699-1501

**Via Email (3/29/21) and postal mail**

Secretary Boyette,

The purpose of this letter is to request your assistance regarding Onslow County joining the Jacksonville Metropolitan Planning Organization (JUMPO) with outstanding dues to the Down East Rural Planning Organization (DERPO) housed in the Eastern Carolina Council of Governments (ECC). The ECC Board met on March 24, 2021 and requested that I work with you to collect the delinquent dues.

The ECC Board believes in part that NC DOT not requiring the membership dues debit to be reconciled prior to joining a metropolitan planning organization will create a precedent for other counties and/or towns to avoid paying for services they received. Additionally, the ECC provided a service for the County thus the County was enriched without compensating the ECC for the enrichment.

Onslow County is a current member of the DERPO (the year the dues are delinquent). In fact, an email was received by the ECC from the Onslow County Clerk on October 15, 2020 updating their records of Commissioner Shanahan appointment to the DERPO. Onslow County has received services from the ECC with six highway projects being placed in SPOT. Since Onslow County had our region's lion share of projects, it is reasonable to conclude that the DERPO acted on Onslow's behalf and Onslow is enriched by the services.

The ECC mailed membership dues letter on July 1, 2020, a second notice was mailed in mid-September. ECC DERPO Secretary B.J. Eversole reached out to the Onslow County Finance Office on December 31, 2020, with no response. DERPO Secretary Eversole has contacted the County diligently stating the dues are delinquent.

The ECC has had multiple contact with the Transportation Planning Division through emails and phone calls. We appreciate Jamal Alavi, Behshad Norowzi, and Chris Connolly helping us in regards of the JUMPO expansion and the effect it will have on the DERPO. All concluded that Onslow County should pay the membership dues. To my recollection, Mr. Alavi and Mr. Norowzi talked with Onslow County Manager urging her to pay the membership dues.

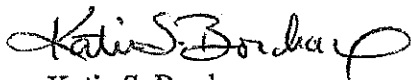
On January 21, 2021 I called County Manager Russell and followed up with an email to her with no response. Later that week I received a call from Onslow County Attorney Bret DeSelms requesting a phone call. The ECC had a phone conference call with Onslow County Attorney DeSelms on January 26, 2021 and he contends that the County is not required to pay the membership dues.

Onslow County Attorney DeSelms contends that since Onslow County has been preparing to join JUMPO, Onslow County does not have to pay the current year dues. Attached are the correspondences between ECC Attorney Jill Quattlebaum and Onslow County Attorney Bret DeSelms.

According to the 2002 Memorandum of Understanding, a DERPO member is required to provide a ninety-day notice of their intentions to terminate their membership. That letter was received by ECC on February 2, 2021. ECC Attorney Quattlebaum responded to the termination letter on February 2 and Attorney DeSelms responded on February 4.

I am hopeful that we can resolve this matter with your assistance. I can be reached at the above number extension 3005. The ECC appreciates your help.

With Kind Regards,



Katie S. Bordeaux

Eastern Carolina Council Executive Director

Attachment Z as noted in April 2, 2021 email to NC DOT Secretary Boyette

DEPARTMENT OF ADMINISTRATION

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January 22<sup>nd</sup>, 2021

Katie Bordeaux  
Executive Director  
Eastern Carolina Council of Governments  
PO Box 1717  
New Bern, NC 28563-1717

Ms. Bordeaux,

To the extent that the Memorandum of Understanding signed by Onslow County on December 2<sup>nd</sup>, 2002 is still valid and controlling, which is debated, please allow this letter to serve as written notification that Onslow County immediately, or as soon as permitted, terminates its participation in the transportation planning process detailed therein.

Best regards,

Brett J. DeSelms  
Mewborn & DeSelms, Attorneys at Law

cc: North Carolina Department of Transportation  
Carteret County Board of Commissioners  
Craven County Board of Commissioners  
Jones County Board of Commissioners  
Pamlico County Board of Commissioners





GRADY | QUATTLEBAUM, PLLC  
ATTORNEYS

JILL R. QUATTLEBAUM  
JRQUATTLEBAUM@ENCLAWYERS.COM

March 29, 2021

Brett J. DeSelms  
Mewborn & DeSelms, Attorneys at Law  
829 Gum Branch Road, Suite C  
Jacksonville, NC 28540

RE: Eastern Carolina Council of Governments: Outstanding Dues  
Owed by Onslow County

Good afternoon Brett,

Thank you for speaking with us last week regarding the outstanding dues owed by Onslow County to the ECC. As we discussed, the ECC contends that these dues are owed under both state statute and under one or more contracts between the parties. Regarding your concerns that the contract to pay dues was not in writing, the ECC contends that based on the payment history, there is a clear contract, implied in fact, which entitles the ECC to payment of these dues. Notwithstanding any contractual remedies, the ECC has a strong quantum meruit case, as Onslow County has been unjustly enriched by having been provided the benefit of the ECC's services, which were never intended to be gratuitous.

Primarily, it is the ECC's contention that Onslow County has an independent, statutory duty to pay these dues. Please note N.C. Gen. Stat. §136-213, Administration and Staff, which is squarely on point and provides as follows:

- (a) Administrative Entity. - Each Rural Transportation Planning Organization, working in cooperation with the Department, shall select an appropriate administrative entity for the organization. Eligible administrative entities include, but are not limited to, regional economic development agencies, regional councils of government, chambers of commerce, and local governments.

- (b) Professional Staff. - The Department, each Rural Transportation Planning Organization, and any adjacent Metropolitan Planning Organization shall cooperatively determine the appropriate professional planning staff needs of the organization.
- (c) Funding. - If funds are appropriated for that purpose, the Department may make grants to Rural Transportation Planning Organizations to carry out the duties listed in G.S. 136-212. The members of the Rural Transportation Planning Organization shall contribute at least twenty percent (20%) of the cost of any staff resources employed by the organization to carry out the duties listed in G.S. 136-212. The Department may make additional planning grants to economically distressed counties, as designated by the North Carolina Department of Commerce.

The December 2, 2002 Amended Memorandum of Understanding for Cooperative, Comprehensive and Continuing Transportation Planning and the Establishment of a Rural Transportation Planning Organization for Carteret, Craven, Jones, Onslow, and Pamlico Counties and the Participating Municipalities Therein and the North Carolina Department of Transportation dated (hereinafter referred to as "DERPO MOU"), signed by Onslow County, clearly shows Onslow County's intent to join the DERPO. The execution by Onslow County of the 2009 Memorandum of Understanding and Onslow County's subsequent attendance at DERPO meetings, payment of dues to the ECC, and acceptance of benefits from the ECC and the DERPO further confirms Onslow County's intent to become and remain a member of the DERPO.

Onslow's 2020 dues for the DERPO were calculated noted below. The DERPO dues based on population and fluctuate slightly each year based arrive at the total amount of the match required.

<u>LOCAL GOVT. ENTITY</u>	<u>DOT</u>	<u>County Match</u>	<u>Percentage</u>	<u>Total</u>
Carteret County	\$39,763.64	\$9,941.00	35.54%	\$49,704.64
Craven County	\$29,919.73	\$7,480.00	26.74%	\$37,399.73
Jones County	\$5,891.95	\$1,473.00	5.27%	\$7,364.95
Onslow County	\$28,731.74	\$7,183.00	25.68%	\$35,914.74
Pamlico County	\$7,587.93	\$1,897.00	6.78%	\$9,484.93
	\$111,895.00	\$27,974.00	100.00%	\$139,869.00

Clearly, Onslow County has not raised any prior objection to the payment of dues for its membership, as evidenced by the below schedule of dues payments made by Onslow County over the past five years. These payments alone are compelling evidence of an implied in fact contract.

- 2016 - \$6,349.00
- 2017 - \$7,301.00
- 2018 - \$7,506.00
- 2019 - \$7,183.00
- 2020 - \$0

All RPOS members from Onslow County have been consistently invited to attend all meetings and will continue to be invited until the date on which Onslow County leaves the RPO.

You mentioned that lack of recent attendance by Onslow County at the meetings should have put the ECC on notice of Onslow County's intention to withdraw from DERPO, but the relevant facts make that position indefensible.

First, representatives from Onslow County have regularly attended the TCC meetings and continue to do so. Furthermore, The ECC has had regular attendance from Swansboro and North Topsail Beach at the TCC as well as from OUTS and JUMPO representatives.

Furthermore, Onslow representatives have not regularly attended the TAC meetings. The ECC has no record of a representative from the Onslow County government (county manager, planning director, etc.) attending any TCC since October 2016, although Onslow County continued to pay dues during this time and gave no indication of an intent to withdraw. Accordingly, lack of attendance in this fiscal year would not have put the ECC on notice that Onslow County intended to withdraw from the DERPO. TAC minutes show the following attendance by Onslow County representatives:

- Commissioner Bill Shanahan: January - May 2019
- Commissioner Royce Bennett: January - April 2018, November 2018
- Commissioner Paul Buchanan: September 2015, July 2016
- Commissioner Lionel Midgett: November 2006, March - May 2007, May - July 2008, September 2009 - March 2010, September 2010 - January 2011, November 2011, May - October 2012, May-June 2013

Based on the prior record of Onslow County attendance and the payment of dues by Onslow County, Onslow County has clearly been functioning as a member of the DERPO. Should litigation be necessary, ECC contends that Onslow County would be estopped from claiming otherwise.



Finally, Onslow County can't legally withdraw from the RPO until the municipalities therein agree to the organization of a metropolitan planning organization. The schedule of approval for this organization of municipalities within Onslow County is as follows:

- **Towns approved MOU and support resolution to join JUMPO:**

- Town of North Topsail Beach 12/3/2020
- Town of Holly Ridge 12/8/2020
- City of Jacksonville 12/8/2020
- Town of Swansboro 12/28/2020
- Onslow County 1/4/2021
- Town of Richlands 1/12/2021

- **Towns approved MOU and support resolution to join JUMPO:**

- Town of North Topsail Beach 12/3/2020
- Town of Holly Ridge 12/8/2020
- City of Jacksonville 12/8/2020
- Town of Swansboro 12/28/2020
- Onslow County 1/4/2021
- Town of Richlands 1/12/2021

Onslow County could not have legally withdrawn from the DERPO before all municipalities had withdrawn and agreed to join/form JUMPO. Accordingly, as a continuing member of DERPO, Onslow County is obligated for to pay dues.

The ECC sent notice to Onslow County that the 2020 dues were due in June, 2020. In response, there was no mention by Onslow County of an intent to withdraw from the RPO. The following is a history of communication between the ECC and Onslow County on the subject of dues:

- **Correspondence:**

First Invoice sent: July 2020

Second Invoice mailed: in or around September 2020

Email sent on December 31, 2020 to Brenda Reece about dues (no response)

October 15, 2020 – Email from Morgan Cunningham updating records of Commissioner Shanahan is appointed to DERPO

January 21, 2021 – Email to Sharon Russell

January 22, 2021 – Onslow supposedly mailed notice to not be part of DERPO (ECC has not received.)

January 26, 2021 – Call with Brett DeSelms, Onslow County Attorney



In response to your position that the ECC should have advised Onslow County that Onslow County was required to provide a 90-day notice of withdrawal, the ECC would argue that the provision of the invoices should have put Onslow County on notice that payment was due, and that the County was obligated to either pay the current dues or give notice of withdrawal from the RPO, in order to avoid further liability for dues. Furthermore, if Onslow County had responded at all, the ECC would have absolutely answered any questions the County may have had about notice of withdrawal. Instead, Onslow County opted not to respond.

Finally, you stated that Onslow County's position is that the ECC has done little or nothing to benefit Onslow County. The ECC strongly denies this and has been advocating for Onslow County's projects to be included and given priority in the SPOT process. Supporting the ECC's quantum meruit theory, should this matter proceed to litigation, attached are all the projects that have been submitted in the SPOT process for the past few years for Onslow County by the ECC DERPO.

Please consider the matters addressed herein, and advise if Onslow County will pay these dues voluntarily, without the need for the ECC to institute litigation. Dues owed are \$\_\_\_\_\_, and as we discussed, Onslow County will receive a refund of dues, as prorated as of the date of withdrawal.

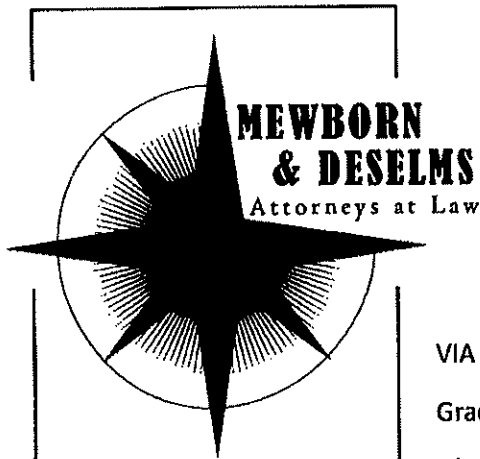
I thank you in advance for your attention to these matters and look forward to hearing from you.

With warmest and best regards,

Jill R. Quattlebaum

JRQ/cpf

cc: Katie Bordeaux, Eastern Carolina Council



February 4, 2021

VIA EMAIL (jrquattlebaum@enclawyers.com)

Grady Quattlebaum, PLLC

c/o Jill R. Quattlebaum

244-A Craven St.

New Bern, NC 28560

Re: Eastern Carolina Council of Governments/RPO

Dear Jill,

I hope you are doing well. When I spoke to you last I did not realize that you were Arey Grady's law partner. I knew Arey had recently started a firm, but I did not put two and two together. In any event, please give Arey my regards.

I have spoken individually with our Commissioners regarding the content of the letter you sent to me on February 2, 2021. While I certainly appreciate your advocacy for your client, I simply cannot see a way Onslow County can be held legally responsible for the invoice it has received from ECC. I will outline below some of my reasoning.

The statute you reference, G.S. §136-213, merely provides that the members of the RPO collectively pay 20% of the cost of any staff resources employed by ECC to carry out the duties listed in G.S. §136-212. Payment of the 20% would enable the RPO to obtain the 80% match from the State. The statute does not state the amount that the RPO must seek from the State, and I know of no requirement that mandates the RPO accept the full amount that the State is willing to grant. Likewise, the statute does not provide how the 20% contribution will be split amongst the membership. Onslow County has never agreed to pay any amount in fiscal year 20-21.

G.S. §136-213 certainly cannot be read to require the members of the RPO to have a blank check to pay whatever fees ECC wants it to pay. To the best of my knowledge ECC did not communicate to Onslow County the amount of contribution it would seek from Onslow County in fiscal year 20-21 prior to the budget being passed. In fact, it appears that the first invoice was sent to Onslow County in July 2021, after the budget had already been passed. Simply put, your reading of G.S. §136-213 would make impossible the budget process that counties are required to follow. I simply cannot see any statutory requirement for Onslow County to make payment on this invoice.

**CHRISTOPHER L. MEWBORN**  
cmewborn@mewbornlaw.biz

**BRETT J. DESELMS**  
bdeselma@mewbornlaw.biz

**J. TIMOTHY WILSON**  
twilson@mewbornlaw.biz

**JONATHAN EURE**  
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**SARAH SHERRINGTON**  
ssherrington@mewbornlaw.biz

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The only document that establishes the relationship between the members of the RPO appears to be a Memorandum of Understanding ("MOU") entered into 2002. I understand a new MOU was circulated in or around 2009; however, Onslow County never entered into that MOU. It is questionable whether the 2002 MOU is still effective, but to the extent that it is, the MOU does not contain within it any duty upon Onslow County to pay dues of any amount. To the contrary, the only provision in the MOU that discusses money at all states "If funds provided by the North Carolina Department of Transportation for the Rural Planning Organization are withdrawn at any time, parties to this Memorandum of Understanding shall not be obligated to provide for those missing funds". In other words, the MOU specifically states that the members are not required to pay funds. The MOU goes on to state that the participating agencies will assist the RPO by providing "planning assistance (where possible), data, and inventories in accordance with the approved work program". Again, nowhere does it state that the County will pay yearly dues to ECC.

In your letter you rely upon Onslow County's past participation in the RPO and voluntary payment of dues to somehow stand for the proposition that it must continue paying dues that it is otherwise not legally obligated to pay. That position is nonsensical and holds no legal weight. Merely because Onslow County wishes to participate and contribute funding to a particular organization does not bind it to do so in the future. For example, Onslow County provides funding to many non-profits that serve its citizens. By doing so it in no way creates entitlement to those funds in future years.

Importantly, the RPO and ECC have known for the past calendar year that Onslow County was not satisfied with the RPO and ECC's product. Onslow County did not realize a return on its investment and began the process to join a MPO that would better suit its needs. Your letter clearly shows that Onslow County did not participate in any meetings of the RPO for this fiscal year (the year being invoiced for), with Commissioner Shanahan's last appearance in May 2019. Onslow County, and other municipalities within the County, have now all joined the MPO.

Despite its knowledge well before July 1, 2020 of Onslow County's intention to leave the RPO there was never any communication from the RPO or ECC regarding its need to provide that notice in writing in order to avoid being invoiced. Instead, your letter states that "ECC would argue that the provision of the invoices should have put Onslow County on notice that payment was due, and that the County was obligated to either pay the current dues or give notice of withdrawal from the RPO, in order to avoid further liability for dues". This statement contradicts the position the ECC is now taking, which is that Onslow County is responsible for dues until 90 days after the notice of withdrawal was sent. In other words, even if we would have provided written notice to the RPO and ECC of its intent to withdraw immediately after receiving the July invoice, your client's position would be that we would still have to pay 90 days worth of dues. You cannot have it both ways, in one breath argue that the invoice served as notice to withdraw or pay, and at the same time contend that dues are owed even after notice of withdrawal is given.

Lastly, I will direct your attention to *M Series Rebuild, LLC v. Town of Mount Pleasant, NC*, 22 N.C. App. 59 (2012). This case clearly stands for the proposition that without a preaudit certificate a contract could not have been entered into, and sovereign immunity would prevent recovery under unjust enrichment or quantum meruit theories. Even if this were not the case, Onslow County would strongly contest that it has received any benefits in quite some time, and certainly nothing of tangible value during this fiscal year. Frankly, I believe that if a lawsuit was filed that the case would be dismissed summarily.

It is with hope that your client reviews this letter and decides not to pursue forward with litigation. In light of the case law directly on point forbidding your claims of quantum meruit, and the non-existence of a pre-audited contract to back its position, it seems to me that any lawsuit would be frivolous and subject your client to additional

attorney fees and costs. In light of the amount that ECC stands to gain from Onslow County (i.e. \$7,183.00) it seems that there are better uses of its resources.

If you have any additional documentation or references you would like me to review I am happy to do so and I will certainly weigh the additional information accordingly. If you have any questions or concerns please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "B. DeSelms", written in a cursive style.

Brett J. DeSelms



(AMENDED)  
**MEMORANDUM OF UNDERSTANDING  
FOR  
COOPERATIVE, COMPREHENSIVE, AND CONTINUING  
TRANSPORTATION PLANNING**

Between

THE CITY OF JACKSONVILLE, TOWN OF SWANSBORO, TOWN OF RICHLANDS, TOWN OF HOLLY RIDGE, TOWN OF NORTH TOPSAIL BEACH, AND COUNTY OF ONSLOW, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT)

WITNESSETH

THAT WHEREAS, the City of Jacksonville, County of Onslow, and the NCDOT entered into a Memorandum of Understanding for Cooperative, Comprehensive, and Continuing Transportation Planning, signed July 13, 1982, regarding the establishment of the Jacksonville Urban Area Metropolitan Planning Organization (MPO); and

WHEREAS, each MPO is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C., Section 134, any subsequent amendments to that statute, and any implementing regulations; and a Comprehensive Transportation Plan as per Chapter 136, Article 3A, Section 136-66.2(a) of the General Statutes of North Carolina; and

WHEREAS, the transportation plan, once adopted shall serve as the basis for future transportation improvements within the MPO; and

WHEREAS, it is the desire of these parties that all prior Memoranda of Understanding between the parties be superseded and replaced by this Memorandum of Understanding.

NOW THEREFORE the following Memorandum of Understanding is made:

**SECTION 1:** It is hereby agreed that City of Jacksonville, Town of Swansboro, Town of Richlands, Town of Holly Ridge, Town of North Topsail Beach, County of Onslow, and the North Carolina Department of Transportation in cooperation with the United States of Department of Transportation, will participate in a continuing transportation planning process with responsibilities and undertakings as related in the following paragraphs:

1. The Metropolitan Planning Organization in the Jacksonville Urban Area MPO includes the boards of general purpose local government: City of Jacksonville; Town of Richlands; Town of Swansboro; Town of Holly Ridge; Town of North Topsail Beach; Onslow County; North Carolina Board of Transportation; a Transportation Advisory Committee hereinafter defined; a Technical Coordinating Committee hereinafter defined; and the various agencies and units of local and state government participating in the transportation planning process for

the area.

2. The area involved, the Jacksonville Urban Area MPO Metropolitan Planning Area, will be the Jacksonville urbanized area as defined by the United States Department of Commerce, Bureau of the Census plus that area beyond the existing urbanized area boundary that is expected to become urban within a twenty year planning period. This area is hereinafter referred to as the Planning Area.
3. The Metropolitan Planning Area Boundary may be periodically reassessed and revised in the light of new developments and data projections.
4. The continuing transportation planning process will be a cooperative one. All planning discussions will be reflective of and responsive to the programs of the North Carolina Department of Transportation, and to the comprehensive plans for growth and development within the Planning Area.
5. The continuing transportation planning process will be in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of 1964, as amended.
6. Transportation Policy decisions within the planning area are the shared responsibility of the City of Jacksonville City Council; Richlands Board of Aldermen; Swansboro Town Council; Holly Ridge Town Council; North Topsail Beach Town Board of Aldermen; Onslow Board of Commissioners; and the North Carolina Board of Transportation.
7. A Transportation Advisory Committee, hereinafter referred to as the TAC, is hereby established with responsibility for serving as a forum for cooperative transportation planning and decision making for the Jacksonville Urban Area Metropolitan Planning Organization. The TAC shall consist of a representative appointed by member Boards of Local Government and a member of the North Carolina Board of Transportation. The TAC members shall have the responsibility for keeping their respective policy boards informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and policies of the local boards they represent; and ensuring meaningful citizen participation in the transportation planning process.
8. The TAC will be responsible for carrying out the provisions of 23 U.S.C. 134, including:
  - a. Review and approval of the Planning Work Program (PWP) which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;
  - b. Review and approval of the Metropolitan Transportation Improvement Program (TIP) for multi-modal capital and operating expenditures and to ensure coordination between local and State operating improvement programs;

- c. Review and approval of the Metropolitan Transportation Plan (MTP) and the Comprehensive Transportation Plan. As required by North GS 136-66.2 (d), revisions to the CTP must be jointly approved by the MPO and NCDOT;
- d. Establishment of goals and objectives for the transportation planning process reflective of and responsive to comprehensive plans for growth and development in the MPO planning area;
- e. The TAC shall have the responsibility for keeping boards of general purpose local government informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and policies of these boards; and ensuring meaningful citizen participation in the transportation planning process;
- f. The TAC shall review, approve and endorse changes to the Federal-Aid Functional Classification System and MPO's Metropolitan Planning Area Boundary (MPA);
- g. Adoption of Bylaws for the purpose of establishing operating policies and procedures.
- h. Any other duties identified as necessary to further facilitate the transportation planning process.

9. The membership and voting structure of the TAC is listed below:

# of Members	Town/Municipality/County	Voting Status
2	Jacksonville City Council	Yes
2	Onslow County Board of Commissioners	Yes
1	NC Board of Transportation	Yes
1	Holly Ridge Town Council	No
1	Richlands Board of Aldermen	No
1	Swansboro Board of Commissioners	No
1	North Topsail Beach Board of Aldermen	No

It is anticipated that the Division Administrator, Federal Highway Administration, or his representative; Assistant Chief of Staff, Facilities, MCB, Camp Lejeune; Assistant Chief of Staff, Logistics, MCB, Camp Lejeune; S-4 Officer, Marine Corps Air Station (H), New River; and several community leaders will serve as consulting non-voting members to the TAC.

10. Each member's government policy board may appoint an alternate to its representative provided each alternate also meets the same qualifications of membership. That alternate

member has the same membership rights during any meeting where the board's representative is not in attendance.

11. The TAC shall meet as often as it is deemed appropriate and advisable, and shall elect a Chairman and Vice-Chairman based on a majority vote annually at the first regularly scheduled meeting of the calendar year.

12. Municipal councils, boards of alderman and county commissioners represented on the TAC shall serve as the primary means for citizen input in the transportation planning process. This citizen involvement will be obtained through goals and objectives surveys, forums, and public meetings.

13. A Technical Coordinating Committee, hereinafter referred to as the TCC, shall be established with the responsibility of general review, guidance and coordination of the transportation planning process for the planning area, and with the responsibility for making recommendations to the respective local and state governmental agencies and the TAC regarding any necessary actions relating to the continuing transportation planning process. The TCC shall be responsible for development, review, and recommendation for approval of the Comprehensive Transportation Plan, Prospectus, Transportation Improvement Program, Long Range Transportation Plan, and Federal-Aid Urban System and Urbanized Boundary. The TCC shall also be responsible for promoting citizen participation and preparing documentation reports for transportation studies.

Membership of the TCC shall include technical representation from all local and state and federal government agencies directly related to and concerned with the transportation planning process for the MPO planning area.

The TCC shall be comprised of the following:

# of Members	Town/Municipality/County	Voting Status
3	City of Jacksonville	Yes
3	Onslow County	Yes
1	Holly Ridge	Yes
1	Richlands	Yes
1	Swansboro	Yes
1	North Topsail Beach	Yes
1	Jacksonville-Onslow Economic Development	Yes
1	Onslow United Transit System	Yes
1	NCDOT Division 3	Yes
1	NCDOT Transportation Planning Division	Yes



Other local agencies, upon filing a request, will be notified and invited to all meetings of the TCC. Such agencies may include FHWA North Carolina Division, NCDOT District Engineer, Public Transportation Division Director, Albert J. Ellis Airport Director, NC Ports Planning and Development Director, Marine Corps Base Camp Lejeune representatives, Jacksonville-Onslow Chamber of Commerce, and various city and county departments/offices. The transportation planner for the Down East Rural Planning Organization shall serve as a non-voting member.

The TCC shall meet when it is deemed appropriate and advisable, and shall elect a Chairman and Vice Chairman by majority vote elected annually at the first regularly scheduled meeting of the calendar year.

14. The City of Jacksonville shall serve as the Lead Planning Agency. Administrative coordination for the TAC and the TCC will be provided by the City of Jacksonville as the Lead Planning Agency.

15. The Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC), as well as any established sub-committees are responsible for carrying out the provisions on North Carolina G.S. Chapter 143, Article 33C regarding open meetings, and Chapter 132 regarding public records. A quorum is required for transaction of all business, including conducting meetings or hearings, participating in deliberations, or voting upon or otherwise transacting public business. A quorum consists of 51% of the members of the TAC or TCC, plus as many additional members as may be required to ensure that 51% of possible votes are present. An alternate may be appointed to attend meetings should the member not be able to attend. Alternates should be identified by name on the meeting attendance log. Vacant seats will not count against the quorum. Electronic meetings and voting are allowed as long as proper public notice is given and meeting materials are available to the public upon request. Any member who does not attend two consecutive TCC/TAC meetings will not be included as part of the membership needed to obtain a quorum after the second meeting. Membership, however, is immediately reinstated by the presence of the most recently appointed member (or his alternate) at any future meeting.

**SECTION 2:** It is further agreed that subscribing agencies will have the following responsibilities:

**The Municipalities and County**

The Municipalities and County will assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Prospectus. The Municipalities and County shall be responsible for any zoning and subdivision approvals within their respective jurisdictions in accordance with the adopted Transportation Plans. Additionally, the City of Jacksonville will serve as the Lead Planning Agency for the Jacksonville Urban Area MPO.

**North Carolina Department of Transportation**

The Department will assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Prospectus.

**SECTION 3:** All transportation and related Federal Aid planning grant funds available to promote the cooperative transportation planning process will be expended in accordance with the Planning Work Program adopted by the TAC. Administration of funding in support of the transportation planning process on behalf of the TAC will be conducted by the City of Jacksonville which will execute appropriate agreements with funding agencies as provided by the Planning Work Program. The required local match will be split equally between the City of Jacksonville and Onslow County.

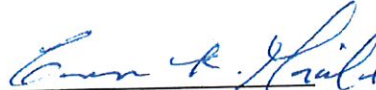
**SECTION 4:** Subscribing agencies to this Memorandum of Understanding may terminate their participation in the Continuing Transportation Planning Process by giving sixty days written notice to other parties prior to the date of termination. It is further agreed that these agencies will assist in the transportation planning process by providing planning assistance, data, and other requested information. Additionally, these agencies shall coordinate zoning and subdivision approval in accordance with the adopted Transportation Plan(s).

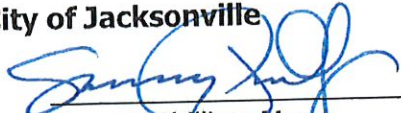
**SECTION 5:** This Amended Memorandum of Understanding supersedes and replaces any prior memorandum(s) of understanding between the parties regarding the Jacksonville MPO.

**SECTION 6:** In witness whereof, the parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, the City of Jacksonville by its Mayor, the Town of Swansboro by its Mayor, the Town of Richlands by its Mayor, the Town of Holly Ridge by its Mayor, the Town of North Topsail Beach by its Mayor, Onslow County by its Chairman of the Board of Commissioners, and the Department of Transportation by the Secretary of Transportation.

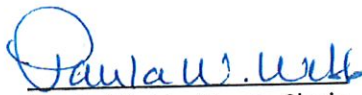
Effective this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**City of Jacksonville**

  
Carmen K. Miracle, City Clerk  
(Seal)


  
Sammy Phillips, Mayor

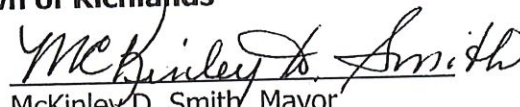
**Town of Swansboro**

  
Paula Webb, Town Clerk  
(Seal)


  
John Davis, Mayor

**Town of Richlands**

  
Doreen Putney, Town Clerk  
(Seal)

  
McKinley D. Smith, Mayor

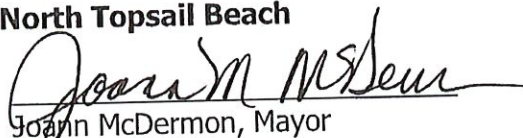
**Town of Holly Ridge**

  
Heather Reynolds, Town Clerk  
(Seal)

  
Jeff Wenzel, Mayor

**Town of North Topsail Beach**

  
Laura B. Oxley, Town Clerk  
Sherrie Hancock  
(Seal)

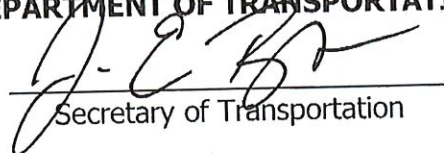
  
Joann McDermon, Mayor

**County of Onslow**

  
Julie S. Wand, County Clerk

  
Jack Bright, Chairman of the Board

**DEPARTMENT OF TRANSPORTATION**

  
Secretary of Transportation

**RESOLUTION 2020-24****RESOLUTION PASSED BY THE CITY COUNCIL OF THE  
CITY OF JACKSONVILLE, NORTH CAROLINA**

The following resolution was offered by Councilman Warden and seconded by Councilman Thomas and upon being put to a vote was carried unanimously on the 8<sup>th</sup> day of December, 2020.

THAT WHEREAS, it is recognized that a proper transportation system to support movement within and through the Jacksonville Urban Area Metropolitan Planning Organization (MPO) urbanized area is highly desirable element of a comprehensive plan for the orderly growth and development of the area, and;

WHEREAS, there are a number of governmental jurisdictions within the Jacksonville Urban Area MPO urbanized area which have been authorized with implementation and regulatory responsibilities for transportation by North Carolina General Statutes, and;

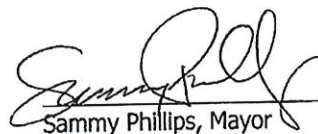
WHEREAS, it is desirable that coordinated, comprehensive and cooperative transportation planning processes be maintained in the Jacksonville Urban Area MPO urbanized area to ensure that the transportation system is maintained on an efficient and economical basis commensurate with the public health, safety and welfare, and;

WHEREAS, a revised Memorandum of Understanding between the City of Jacksonville, Town of Swansboro, Town of Richlands, Town of Holly Ridge, Town of North Topsail Beach, and, County of Onslow, and the North Carolina Department of Transportation has been prepared that sets forth the responsibilities and working arrangements for maintaining a continuing, comprehensive and cooperative transportation planning process, and;


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, NORTH CAROLINA:

That the Memorandum of Understanding between the City of Jacksonville, Town of Swansboro, Town of Richlands, Town of Holly Ridge, Town of North Topsail Beach, and County of Onslow, and the North Carolina Department of Transportation be approved and that the Mayor and City Clerk are hereby directed to execute the Memorandum of Understanding.

Adopted by the City Council in regular session this 8<sup>th</sup> day of December, 2020.

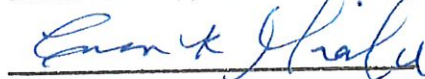
  
Sammy Phillips, Mayor

ATTEST,

  
Carmen K., Miracle, City Clerk



CERTIFIED TO BE A  
TRUE AND CORRECT  
COPY OF THE CITY OF  
JACKSONVILLE, NORTH CAROLINA





**RESOLUTION PASSED BY THE CITY COUNCIL OF THE  
TOWN OF SWANSBORO, NORTH CAROLINA**

The following resolution was offered by Commissioner Meilleur and seconded by Commissioner Philpott and upon being put to a vote was carried unanimously on the 28<sup>th</sup> day of December, 2020:

THAT WHEREAS, it is recognized that the proper movement of travel within and through the Jacksonville Urban Area Metropolitan Planning Organization (MPO) urbanized area is highly desirable element of a comprehensive plan for the orderly growth and development of the area, and;

WHEREAS, there are a number of governmental jurisdictions within the Jacksonville Urban Area MPO urbanized area which have been authorized with implementation and regulatory responsibilities for transportation by North Carolina General Statutes, and;


WHEREAS, it is desirable that coordinated, comprehensive and cooperative transportation planning processes be maintained in the Jacksonville Urban Area MPO urbanized area to ensure that the transportation system is maintained on an efficient and economical basis commensurate with the public health, safety and welfare, and;

WHEREAS, a revised Memorandum of Understanding between the City of Jacksonville, Town of Swansboro, Town of Richlands, Town of Holly Ridge, Town of North Topsail Beach, and County of Onslow, and the North Carolina Department of Transportation has been prepared that sets forth the responsibilities and working arrangements for maintaining a continuing, comprehensive and cooperative transportation planning process, and;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF SWANSBORO, NORTH CAROLINA:

That the Memorandum of Understanding between the City of Jacksonville, Town of Swansboro, Town of Richlands, Town of Holly Ridge, Town of North Topsail Beach, and County of Onslow, and the North Carolina Department of Transportation be approved and that the Mayor and Town Clerk are hereby directed to execute the Memorandum of Understanding.

ATTEST,

  
Paula Webb, Town Clerk



  
John Davis, Mayor

2020-R21

*A State of North Carolina  
County of Onslow*

**RESOLUTION 2021-01**

**A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING**

WHEREAS, it is recognized that the proper movement of travel within and through the Jacksonville Urban Area Metropolitan Planning Organization (MPO) urbanized area is highly desirable element of a comprehensive plan for the orderly growth and development of the area, and;

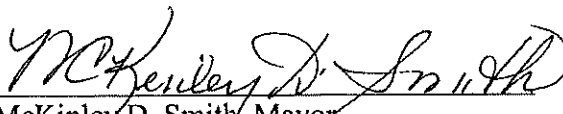
WHEREAS, there are a number of governmental jurisdictions within the Jacksonville Urban Area MPO urbanized area which have been authorized with implementation and regulatory responsibilities for transportation by North Carolina General Statutes, and;

WHEREAS, it is desirable that coordinated, comprehensive and cooperative transportation planning processes be maintained in the Jacksonville Urban Area MPO urbanized area to ensure that the transportation system is maintained on an efficient and economical basis commensurate with the public health, safety and welfare, and;

WHEREAS, a revised Memorandum of Understanding between the City of Jacksonville, Town of Swansboro, Town of Richlands, Town of Holly Ridge, Town of North Topsail Beach, and County of Onslow, and the North Carolina Department of Transportation has been prepared that sets forth the responsibilities and working arrangements for maintaining a continuing, comprehensive and cooperative transportation planning process, and;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF RICHLANDS, NORTH CAROLINA:

That the Memorandum of Understanding between the City of Jacksonville, Town of Swansboro, Town of Richlands, Town of Holly Ridge, Town of North Topsail Beach, and County of Onslow, and the North Carolina Department of Transportation be approved and that the Mayor and Town Clerk are hereby directed to execute the Memorandum of Understanding.

  
McKinley D. Smith, Mayor

ATTEST:

  
Doreen Putney, Town Clerk



**RESOLUTION PASSED BY THE CITY COUNCIL OF THE  
TOWN OF HOLLY RIDGE, NORTH CAROLINA**

The following resolution was offered by Councilman Hines and seconded by  
Councilman Hebrich and upon being put to a vote was carried 5-0 on the 8th  
day of December 2020

THAT WHEREAS, it is recognized that the proper movement of travel within and through the Jacksonville Urban Area Metropolitan Planning Organization (MPO) urbanized area is highly desirable element of a comprehensive plan for the orderly growth and development of the area, and;

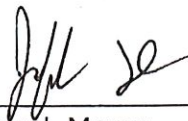
WHEREAS, there are a number of governmental jurisdictions within the Jacksonville Urban Area MPO urbanized area which have been authorized with implementation and regulatory responsibilities for transportation by North Carolina General Statutes, and;

WHEREAS, it is desirable that coordinated, comprehensive and cooperative transportation planning processes be maintained in the Jacksonville Urban Area MPO urbanized area to ensure that the transportation system is maintained on an efficient and economical basis commensurate with the public health, safety and welfare, and;

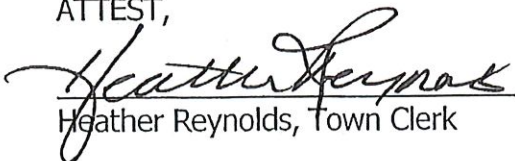
WHEREAS, a revised Memorandum of Understanding between the City of Jacksonville, Town of Swansboro, Town of Richlands, Town of Holly Ridge, Town of North Topsail Beach, and County of Onslow, and the North Carolina Department of Transportation has been prepared that sets forth the responsibilities and working arrangements for maintaining a continuing, comprehensive and cooperative transportation planning process, and;

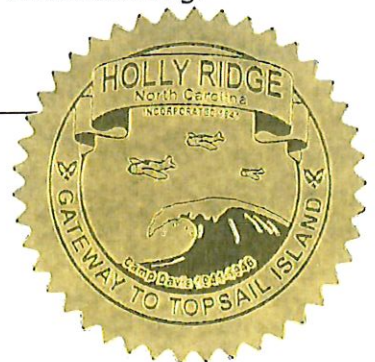
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY RIDGE, NORTH CAROLINA:

That the Memorandum of Understanding between the City of Jacksonville, Town of Swansboro, Town of Richlands, Town of Holly Ridge, Town of North Topsail Beach, and County of Onslow, and the North Carolina Department of Transportation be approved and that the Mayor and Town Clerk are hereby directed to execute the Memorandum of Understanding.

  
\_\_\_\_\_  
Jeff Wenzel, Mayor

ATTEST,

  
\_\_\_\_\_  
Heather Reynolds, Town Clerk



# *Town of North Topsail Beach*

Joann M. McDermon, Mayor  
Mike Benson, Mayor Pro Tem

Aldermen:  
Richard Grant  
Tom Leonard  
Susan Meyer  
Richard Peters



David J. Gilbride  
Town Manager

Laura Oxley, JD, MPA  
Town Clerk

*Nature's Tranquil Beauty*

## **RESOLUTION PASSED BY THE BOARD OF ALDERMEN OF THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA**

The following resolution was offered by Alderman Leonard and seconded by Alderman Meyer and upon being put to a vote was carried 3-2 on the 3<sup>rd</sup> day of December 2020:

THAT WHEREAS, it is recognized that the proper movement of travel within and through the Jacksonville Urban Area Metropolitan Planning Organization (MPO) urbanized area is highly desirable element of a comprehensive plan for the orderly growth and development of the area, and;

WHEREAS, there are a number of governmental jurisdictions within the Jacksonville Urban Area MPO urbanized area which have been authorized with implementation and regulatory responsibilities for transportation by North Carolina General Statutes, and;

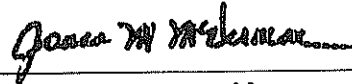
WHEREAS, it is desirable that coordinated, comprehensive and cooperative transportation planning processes be maintained in the Jacksonville Urban Area MPO urbanized area to ensure that the transportation system is maintained on an efficient and economical basis commensurate with the public health, safety and welfare, and;

WHEREAS, a revised Memorandum of Understanding between the City of Jacksonville, Town of Swansboro, Town of Richlands, Town of Holly Ridge, Town of North Topsail Beach, and County of Onslow, and the North Carolina Department of Transportation has been prepared that sets forth the responsibilities and working arrangements for maintaining a continuing, comprehensive and cooperative transportation planning process, and;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF NORTH TOPSAIL BEACH, NORTH CAROLINA:


That the Memorandum of Understanding between the City of Jacksonville, Town of Swansboro, Town of Richlands, Town of Holly Ridge, Town of North Topsail Beach, and County of Onslow, and the North Carolina Department of Transportation be approved and

that the Mayor and Town Clerk are hereby directed to execute the Memorandum of Understanding.



Joann McDermon, Mayor

ATTEST,



Laura B. Oxley, Town Clerk



**RESOLUTION PASSED BY THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF ONSLOW, NORTH CAROLINA**

The following resolution was offered by Commissioner Bennett and seconded by Commissioner Buchanan and upon being put to a vote was carried Unanimously on the 4 day of Jan, 2021:

THAT WHEREAS, it is recognized that the proper movement of travel within and through the Jacksonville Urban Area Metropolitan Planning Organization (MPO) urbanized area is highly desirable element of a comprehensive plan for the orderly growth and development of the area, and;

WHEREAS, there are a number of governmental jurisdictions within the Jacksonville Urban Area MPO urbanized area which have been authorized with implementation and regulatory responsibilities for transportation by North Carolina General Statutes, and;

WHEREAS, it is desirable that coordinated, comprehensive and cooperative transportation planning processes be maintained in the Jacksonville Urban Area MPO urbanized area to insure that the transportation system is maintained on an efficient and economical basis commensurate with the public health, safety and welfare, and;

WHEREAS, a revised Memorandum of Understanding between the City of Jacksonville, Town of Swansboro, Town of Richlands, Town of Holly Ridge, Town of North Topsail Beach, and County of Onslow, and the North Carolina Department of Transportation has been prepared that sets forth the responsibilities and working arrangements for maintaining a continuing, comprehensive and cooperative transportation planning process, and;

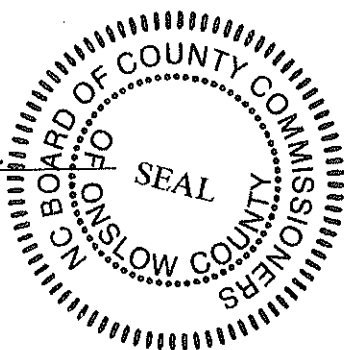
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF ONSLOW, NORTH CAROLINA:

That the Memorandum of Understanding between the City of Jacksonville, Town of Swansboro, Town of Richlands, Town of Holly Ridge, Town of North Topsail Beach, and County of Onslow, and the North Carolina Department of Transportation be approved and that the Chairman of the Board and County Clerk are hereby directed to execute the Memorandum of Understanding.

  
Jack Bright, Chairman of the Board

ATTEST,

  
Julie S. Wand, City Clerk







## RESOLUTION AUTHORIZING THE EXPANSION OF THE PLANNING AREA BOUNDARY

The following resolution was offered by Paul Buchanan and seconded by Randy Thomas and upon being put to a vote was carried unanimously on the 19<sup>th</sup> day of November, 2020.

THAT WHEREAS, it is recognized that the proper movement of travel within and through the Jacksonville Urban Area Metropolitan Planning Organization (MPO) urbanized area is highly desirable element of a comprehensive plan for the orderly growth and development of the area, and;

WHEREAS, there are a number of governmental jurisdictions within the Jacksonville Urban Area MPO urbanized area which have been authorized with implementation and regulatory responsibilities for transportation by North Carolina General Statutes, and;

WHEREAS, it is desirable that coordinated, comprehensive and cooperative transportation planning processes be maintained in the Jacksonville Urban Area MPO urbanized area to insure that the transportation system is maintained on an efficient and economical basis commensurate with the public health, safety and welfare, and;

WHEREAS, a revised Memorandum of Understanding between the City of Jacksonville, Town of Swansboro, Town of Richlands, Town of Holly Ridge, Town of North Topsail Beach, and County of Onslow, and the North Carolina Department of Transportation has been prepared that sets forth the responsibilities and working arrangements for maintaining a continuing, comprehensive and cooperative transportation planning process, and;

NOW, THEREFORE, BE IT RESOLVED BY THE TRANSPORTATION ADVISORY COMMITTEE FOR THE JACKSONVILLE URBAN AREA METROPOLITAN PLANNING AREA, NORTH CAROLINA:

That the TAC fully supports the expansion of the planning area boundary and asks that a Memorandum of Understanding between the City of Jacksonville, Town of Swansboro, Town of Richlands, Town of Holly Ridge, Town of North Topsail Beach, and County of Onslow, and the North Carolina Department of Transportation be approved and executed.

Robert Warden  
Robert Warden, Chairman

Subscribed and sworn to me this 19 day of November 2020.

[Signature]  
Notary Public

My commission expires September 9, 2024

Debbie H. Jefferson  
NOTARY PUBLIC  
Onslow County  
North Carolina  
My Commission Expires September 9, 2024