

Currituck County Board of Commissioners Agenda

Historic Currituck County Courthouse

Date: Tuesday, January 19, 2010

Time: 7:00 PM

- 7:00 p.m. Invocation
Pledge of Allegiance
- Item 1 Approval of Agenda
- Item 2 Public Comment
Please limit comments to items not appearing on the regular agenda, please limit comments to 3 minutes.
- Item 3 **Public Hearing and Action:** Amendment to the Unified Development Ordinance to separate boat storage for commercial fisherman from that of privately owned recreation facilities.
- Item 4 **Consideration of ordinance permitting and regulating golf carts on public roads.**
- Item 5 **Appointments to Recreation Advisory Board**
- Item 6 **Appointments to Planning Board**
- Item 7 **Discussion and Consideration of waiving building permit fees**
- Item 8 **Consent Agenda:**
1. Budget Amendments
 2. Policy to establish uniform Emergency Medical Service Revenue Recovery System
 3. North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement
 4. Charge to Tax Collector Levy on Motor Vehicles for October Renewals
 5. Approval of Job Description for Engineer Technician
 6. Approval of Job Description for Emergency Management Program Assistant

7. Amendment to Airport Regulations regarding transient aircraft parking
8. Approval of January 4, 2010, Minutes

Item 9 Commissioner's Report

Item 10 County Manager's Report

Adjourn



Currituck County

Department of Planning
Post Office Box 70
Currituck, North Carolina 27929
252-232-3055
FAX 252-232-3026

MEMORANDUM

To: Board of Commissioners
From: Planning Staff
Date: December 30, 2009
Re: PB 09-17 Boat Docking Text Amendment

Following the July 20, 2009 Board of Commissioners meeting, county planning staff was directed to assemble a steering committee of stakeholders to provide a recommendation for a text amendment submitted by Mr. Lannie Belangia. The steering committee is made up of two Planning Board members, three commercial fishermen, two waterfront property owners, one hunt guide, and county planning staff. Additionally, a staff member¹ from the North Carolina Division of Coastal Management was consulted. The original amendment submitted by Mr. Belaniga was intended to address wet boat storage and docking for commercial fisherman.

The steering committee met twice and discussed several alternatives. The recommendation of the majority of committee members was to clarify the definition of a marina to not include seasonal docking facilities. This option allows the seasonal docking of commercial fishing boats in any zoning district provided there is no associated fueling, storage, or repair facilities. Staff also included a definition of multi-slip docking facilities to ensure consistency with CAMA regulations. This recommendation is attached as Option 1.

An Option 2 is also attached for your review. This proposal is in the form of a memorandum from one of the committee members.

The Planning Board considered Mr. Belangia's original request at their June 9 meeting and unanimously recommended approval. Attached please find the Planning Board meeting minutes, a spreadsheet of questionnaire responses from surrounding jurisdictions, the revised amendment request submitted by the steering committee, and a minority opinion submitted by Ms. Mary Slagle.

Should you have any questions, do not hesitate to contact Ben Woody at 232-6029

1. According to Frank Jennings, CAMA District Manager, a CAMA permit is not required for the docking of commercial fishing vessels along existing docks or piers. Vessels may tie off at existing docks or piers without a CAMA permit if no new development is involved.

PLANNING BOARD DISCUSSION (June 9, 2009)

Mr. Belangia stated that there are 242 commercially registered boats in Currituck County. Mr. Belangia would like to see in a residential area that they are allowed to dock. With this text amendment they are asking for a facility to put their boat overnight.

Mr. West asked how many boats you would anticipate being docked at any one given time.

Mr. Belangia stated 10 or less at any given time.

Mr. Tranquillo stated he has been a commercial fisherman since 1973 in the county. A lot of fishermen can be arrested because they are illegally docking so they are having to use more fuel to find a place to dock. Mr. Tranquillo is in favor of the text amendment.

ACTION

Mr. Clark motioned to recommend approval of PB 09-17 Lannie Belangia Boat Storage text amendment as presented. Ms. Robbins seconded the motion. Motion carried unanimously.

SURVEY RESPONSES

Jurisdiction	Is docking of commercial fishing boats regulated in a residential area?	Comments/Interpretation
Dare County	No	Docking would be permitted; however, commercial activity must occur elsewhere (i.e., unloading or selling)
Kitty Hawk	Yes	Only property owners are allowed to conduct commercial fishing activities. Seafood shall not be sold, processed, or distributed from the premises. No more than 4 people shall be involved in the operation on the property at any one time.
Kill Devil Hills	No	Does not regulate the docking of boats
Nags Head	Yes	Considered an accessory use if the occupant of the principle residence is docking boats. Considered an unpermitted commercial use if docking of boats occurs by anyone not living at the residence.
Pasquotank County	No	No regulations in place. Issue would not be docking of boats, but rather associated vehicular traffic, noise, storage, etc.
Perquimans County	No	Ordinance does not address the situation.

Lannie Belangia
PB 09-17
UDO AMENDMENT REQUEST
Option 1 – Steering Committee Recommendation

An amendment to Chapter 17, Definitions, to clarify the definition of Marinas.

BE IT ORDAINED by the Board of Commissioners of the County of Currituck, North Carolina that the Unified Development Ordinance of the County of Currituck be amended as follows:

Item 1: That Chapter 17: Definitions is amended as follows:

Marinas

Any publicly or privately owned dock, basin or wet boat storage facility constructed to accommodate more than ten boats, and providing any of the following services: permanent or transient docking spaces, dry storage, fueling facilities, haul out facilities, and or repair services. Excluded from this definition are boat ramp facilities allowing access only, docking facilities that provide seasonal docking spaces for registered commercial fishing vessels, and none of the preceding services. ~~Excluded from this definition are boat ramp facilities allowing access only, temporary docking, and none of the preceding services. Marinas for ten recreational boats or less shall be classified as privately owned outdoor recreation facilities.~~

Item 2: That Chapter 17: Definitions is amended as follows:

Multi-Slip Docking Facility

Any publicly or privately owned structure with between three and ten boat slips. Multi-Slip Docking Facilities that provide any of the following services shall be classified as an Outdoor Recreation Facility (Private): permanent or transient docking spaces, dry storage, fueling facilities, haul out facilities, or repair services. Excluded from this definition are boat ramp facilities allowing access only, docking facilities that provide seasonal docking spaces for registered commercial fishing vessels, and none of the preceding services.

Item 3: The provisions of this ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of North Carolina by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

Item 4: This ordinance amendment shall be in effect from and after the _____ day of _____, 2009.

Board of Commissioners' Chairman
Attest:

Gwen H. Keene
Clerk to the Board

DATE ADOPTED: _____
MOTION TO ADOPT BY COMMISSIONER: _____
SECONDED BY COMMISSIONER: _____
VOTE: _____AYES _____NAYS _____

PLANNING BOARD DATE: June 9, 2009
PLANNING BOARD RECOMMENDATION: Approval
VOTE: _____AYES 0 NAYS
ADVERTISEMENT DATE OF PUBLIC HEARING: _____
BOARD OF COMMISSIONERS PUBLIC HEARING: _____
BOARD OF COMMISSIONERS ACTION: _____
POSTED IN UNIFIED DEVELOPMENT ORDINANCE: _____
AMENDMENT NUMBER: _____

PB 09-17
UDO AMENDMENT REQUEST
Option 2 – Memorandum

November 03, 2009

To: Board of Commissioners, Planning Director and Staff
From: Mary A. Slagle, Committee member
Re: PB 09-17 Stakeholders Committee Meeting Proposal

I am pleased to be able to present a committee minority view on docking commercial fishing vessels in a residential area for the Board and thank Planning for inviting me to do so. As a full time resident of a waterfront property the issue is very important to me.

The original proposal of PB 09-17 separates residential and commercial use of docks that are not 11 slip Marinas, leaving residential use (1-10 boats) under a Special Use Permit (SUP) requirement and allowing commercial use (1 - 10 boats) a lower standard Zoning by Right status and a questionable expanded docking slip allowance. There are obvious impacts that numbers of commercial boats will create on residential living, especially in areas with smaller width lots. By BOC request, a stakeholders group was convened and subsequently met twice.

Near the conclusion of the second meeting, a suggestion was made to modify the paragraph definition of a Marina. The wording for that modification was finalized by Planning and is before you for approval. With this modification, County purview over development and use of any facility constructed for under 11 boat slips is removed completely. The term "seasonal" is added to define what is not a Marina, but the term is undefined and open to interpretation. If passed, this amendment will give waterfront property owners the impression that they can dock up to and including 10 boats, rent that dock space and conduct any activity on their property associated with that docking without restriction.

I will briefly explain the major issues that I feel are absent in the majority proposal: oversight of major development and commercial operations, cooperation with Coastal Management (Cama) and equity with other commercial activities in residential areas; and I will include my suggestions for an amendment that would address these issues.

Oversight: Cama requires a Major development permit for docks of 3 - 10 slips. These facilities are defined by Cama as a multi-slip docking facility (MSDF). Only one slip separates a Marina from a MSDF. We should not ignore this type of major development by exclusion from our UDO. I can refer you to the following document: <http://h2o.enr.state.nc.us/nps/CNPSCP/documents/Multislipstudy-Finalreport.pdf> for an informative read on MSDF development issues. The paragraph definition of a Marina in Section 17 should be modified to include the MSDF definition. This would remove the

SUP requirement for the typical residential general permitted dock and retain that requirement for the MSDF. This can be accomplished by simply replacing the word “ten boats or less” with “three to ten boats” in the last sentence: “Marinas for three to ten boats shall be classified as privately owned outdoor recreation facilities. “

Cooperation with CAMA: I suggest that any amendment should state that dock owners remain true to the underlying Cama permit. Cama cannot effectively enforce a change in use from residential to commercial, but it can and will enforce the number of vessels permitted to dock at any one site. Residential property owners are typically given a general permit which allows for construction of docks for personal use and for two slips. Property owners who also commercially fish and crab will typically fall in with this number. I believe that the County should not through legislation advise property owners to violate the permit they were granted by Cama and thereby push neighbors who object to any additional docking activity to take that complaint to Cama. Certainly we should strive to work with Cama.

Commercial Activity in Residential Areas: Various commercial activities in residential zones are addressed through accessory use and special use requirements evident in Section 3 of the UDO. Commercial fishing and crabbing should be included as a use or special use with some common sense restrictions so that adjoining and nearby properties are protected. The Crabshedding Ordinance could be a model. I am fully behind the right of the individual property owner to commercially fish and crab from his property. An owner slipping down to his boat in the early morning is very different from crews for up to ten boats showing up in their vehicles in a residential area. However, commercial activity by non property owners should require a higher approval standard and should certainly be limited as well by underlying Cama permits.

I encourage Planning and Economic Development to do the research required to fully understand the needs of the fishing and crabbing industry and the associated markets. Additional commercial docking and adjoining market spaces may be viable efforts and will prevent stress to residential areas. I do not support this amendment as written and ask that you join with me in asking for a better one. Thank you all for your consideration.

Sincerely,
Mary A. Slagle
Coinjock



COUNTY OF CURRITUCK

BOARD OF COMMISSIONERS
S. Paul O'Neal, Chairman
O. Vance Aydlett, Jr., Vice-Chairman
J. Owen Etheridge
Gene A. Gregory
Barry C. Nelms
John D. Rorer
Janet L. Taylor

153 Courthouse Road / Post Office Box 39
Telephone (252) 232-0300 / Fax (252) 232-3551
State Courier # 10-69-17

DANIEL F. SCANLON, II, CPA
County Manager
DONALD I. MCREE, JR.
County Attorney
GWEN H. KEENE, CMC
Clerk to the Board

MEMORANDUM

TO: Board of Commissioners
Dan Scanlon, County Manager

FROM: Ike McRee, County Attorney

DATE: January 13, 2010

RE: Ordinance Permitting and Regulating Use of Golf Carts on Public Streets and Roads
Within Currituck County

Prior to the 2009 session of the North Carolina General Assembly the county received a citizen request for adoption of an ordinance to allow use of golf carts on public streets and roads within the county. In response, the Board of Commissioners included in its Legislative Agenda a local act authorizing the county to enact an ordinance to allow such use of golf carts. Because of the number of local governments requesting similar authority, the General Assembly amended the General Statutes of North Carolina by adding G.S. 153A-245 to authorize counties to permit and regulate the use of golf carts on public streets and roads within a county. A copy of G.S. 153A-245 is attached for your information.

Also attached for consideration by the Board of Commissioners is a proposed ordinance that will permit, with conditions, the use of golf carts on certain public streets, roads and highways within the county. A copy has been forwarded to Sheriff Johnson and Chief Deputy Casey for their review and comment. Their comments will be presented to you upon receipt. I will be prepared to answer questions regarding the ordinance during the January 19 Board meeting.

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2009**

**SESSION LAW 2009-459
HOUSE BILL 121**

AN ACT TO ALLOW ALL UNITS OF LOCAL GOVERNMENT TO REGULATE GOLF CARTS.

The General Assembly of North Carolina enacts:

SECTION 1. Chapter 153A of the General Statutes is amended by adding a new section to read:

"§ 153A-245. Regulation of golf carts on streets, roads, and highways.

(a) Notwithstanding the provisions of G.S. 20-50 and G.S. 20-54, a county may, by ordinance, regulate the operation of golf carts, as defined in G.S. 20-4.01(12a), on any public street, road, or highway where the speed limit is 35 miles per hour or less within the county that is located in any unincorporated areas of the county or on any property owned or leased by the county.

(b) By ordinance, a county may require the registration of golf carts, charge a fee for the registration, specify who is authorized to operate golf carts, and specify the required equipment, load limits, and the hours and methods of operation of golf carts. No person less than 16 years of age may operate a golf cart on a public street, road, or highway."

SECTION 2. G.S. 160A-300.5 is repealed.

SECTION 3. Chapter 160A of the General Statutes is amended by adding a new section to read:

"§ 160A-300.6. Regulation of golf carts on streets, roads, and highways.

(a) Notwithstanding the provisions of G.S. 20-50 and G.S. 20-54, a city may, by ordinance, regulate the operation of golf carts, as defined in G.S. 20-4.01(12a), on any public street, road, or highway where the speed limit is 35 miles per hour or less within its municipal limits or on any property owned or leased by the city.

(b) By ordinance, a city may require the registration of golf carts, charge a fee for the registration, specify who is authorized to operate golf carts, and specify the required equipment, load limits, and the hours and methods of operation of golf carts. No person less than 16 years of age may operate a golf cart on a public street, road, or highway."

SECTION 4. Section 6 of S.L. 2001-356 is repealed.

SECTION 5. Section 1 of S.L. 2003-124, as amended by S.L. 2004-58, S.L. 2007-204, and S.L. 2007-259, reads as rewritten:

"SECTION 1. Notwithstanding the provisions of G.S. 20-50 and G.S. 20-54, the Towns of Beech Mountain, North Topsail Beach, and Seven Devils, and the City of Conover may, by ordinance, regulate the operation of ~~golf carts and~~ utility vehicles on any public street or road within the City or Town. By ordinance, the City or Town may require the registration of ~~golf carts and~~ utility vehicles, specify the persons authorized to operate ~~golf carts and~~ utility vehicles, and specify required equipment, load limits, and the hours and methods of operation of the ~~golf carts and~~ utility vehicles."

SECTION 6. Section 1 of S.L. 2005-11, as amended by S.L. 2007-18, is repealed.

SECTION 7. Section 3 of S.L. 2005-11, as amended by S.L. 2006-149, S.L. 2006-152, and S.L. 2007-18, reads as rewritten:



~~"SECTION 3. Section 1 of this act applies only to the Towns of Benson, Bladenboro, Chadbourn, Clarkton, Elizabethtown, Four Oaks, Rose Hill and Tabor City. Section 2 of this~~This act applies only to Moore County."

SECTION 8. Section 9.4 of the Charter for the Town of Cary, as enacted by Section 1 of S.L. 2005-117, is repealed.

SECTION 9. S.L. 2006-27, S.L. 2006-149, S.L. 2006-152, S.L. 2007-18, S.L. 2007-72, S.L. 2007-336, and S.L. 2008-71 are repealed.

SECTION 10. Section 5.2 of the Charter for the Town of Whispering Pines, as enacted by Section 1 of S.L. 2008-105, is repealed.

SECTION 11. This act becomes effective October 1, 2009. A county may adopt an ordinance under G.S. 153A-245, and a city may adopt an ordinance under G.S. 160A-300.6 when this act becomes law, but the ordinances may not become effective prior to October 1, 2009. The repeal herein of any act does not affect the rights or liabilities of a local government that arose during the time the act was in effect, or under an ordinance adopted under such an act. If any county or city had adopted an ordinance under any act repealed by this act, and the ordinance would be permitted under G.S. 153A-245 or G.S. 160A-300.6 as enacted by this act, that ordinance shall remain in effect until amended or repealed by that county or city.

In the General Assembly read three times and ratified this the 30th day of July, 2009.

s/ Marc Basnight
President Pro Tempore of the Senate

s/ Joe Hackney
Speaker of the House of Representatives

s/ Beverly E. Perdue
Governor

Approved 12:26 p.m. this 7th day of August, 2009

1 AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS
2 AMENDING THE CURRITUCK COUNTY CODE OF ORDINANCES TO PERMIT
3 AND REGULATE THE OPERATION OF GOLF CARTS ON PUBLIC STREETS AND
4 ROADS WITHIN THE COUNTY

5 Ordinance No. 10-02
6

7 WHEREAS, pursuant to N.C. Gen. Stat. §153A-245 a county may regulate the operation
8 of golf carts on any public street, road or highway where the speed limit is 35 miles per hour or
9 less;

10 NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners for the
11 County of Currituck, North Carolina as follows:

12 PART I. That the Code of Ordinances, Currituck County, North Carolina is amended by adding
13 an article and section to Chapter 12 to read as follows:

14 ARTICLE V. OPERATION OF GOLF CARTS ON PUBLIC STREETS AND ROADS

15 **Sec. 12-64. Definitions.**

16 The following words and phrases when used in this article shall have the definitions
17 respectively ascribed to them in this section. Whenever any words or phrases used in this chapter
18 are not defined but are defined in the North Carolina General Statutes, Chapter 20 and
19 amendments thereto, such definitions shall apply.

20 Driver means the operator of a vehicle, as defined in subdivision (25). The terms "driver" and
21 "operator" and their cognates are synonymous.

22 Golf cart means a vehicle designed and manufactured for operation on a golf course for
23 sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20)
24 miles per hour.

25 Highway means the entire width between property or right-of-way lines of every way or
26 place of whatever nature, when any part thereof is open to the use of the public as a matter of
27 right for the purposes of vehicular traffic. The terms "highway" and "street" and their cognates
28 are synonymous.

29 Insurance means a liability insurance policy or financial security deposit or by qualification
30 as a self-insurer, as these terms are defined and described in Article 9A, Chapter 20 of the
31 General Statutes of North Carolina, as amended.

32 Operator means a person in actual physical control of a vehicle which is in motion or which
33 has the engine running. The terms "operator" and "driver" and their cognates are synonymous.

1 **Sec. 12-65. Operation of golf carts on public streets not otherwise designated for such**
2 **operation.**

3 It shall be unlawful for any person to operate a golf cart on or over any public road in the
4 County, except as provided in this article.

5 **Sec. 12-66. Limitations and safety criteria.**

6 Golf cart operation on designated public streets of the County shall be in accordance with the
7 following limitations:

8 (1) No golf cart shall be driven across any road at an intersection where the road being
9 crossed has a posted speed limit of more than thirty-five (35) miles per hour.

10 (2) The maximum occupancy of a golf cart traveling on streets will be one (1) person per
11 designated seat. No occupants of a golf cart shall stand at any time while the golf cart is in
12 motion.

13 (3) Golf carts must be operated in accordance with all applicable state and local laws and
14 ordinances, including all laws, regulations and ordinances pertaining to the possession and use of
15 alcoholic beverages.

16 (4) No person may operate a golf cart unless that person is licensed to drive upon the streets
17 and highways of North Carolina and then, only in accordance with such driver's license. An
18 operator of golf cart must be at least sixteen (16) years of age, with the exception that operators
19 under the age of sixteen (16) years may operate golf cart if they possess a valid learner's permit
20 issued by the state of North Carolina and are accompanied by a licensed driver as required by
21 state law.

22 (5) If the operator is over the age of sixteen (16) and qualifies for a handicapped parking
23 space the operator may operate a golf cart on public streets upon the submission of a certificate
24 signed by a licensed physician that the driver is able to operate a motorized golf cart on the
25 roadways designated. The operator must have the certificate and handicap parking tag in their
26 possession while operating a golf cart.

27 (6) Golf carts may be operated only during daylight hours, with the exception that golf carts
28 equipped with operating lights and reflectors meeting the requirements set forth below may
29 operate only between the hours of 7:00 a.m. to 10:00 p.m.

30 a. Two (2) lighted lamps, one (1) on each side of the front of the golf cart visible under
31 normal atmospheric conditions from a distance of at least three hundred (300) feet in front of
32 such golf cart and a red lamp on the rear, exhibiting a red light visible under like conditions from
33 a distance of at least two hundred (200) feet to the rear of such golf cart.

34 b. In lieu of the red lamp, the golf cart may be equipped with two (2) red reflectors of a
35 diameter of not less than three (3) inches, which are so designed and located as to an appropriate
36 height and which are maintained so that each reflector is visible for at least five hundred (500)
37 feet when approached by a motor vehicle displaying lawful undimmed headlights.

1 (7) Golf carts must be operated at the extreme right of the roadway and must yield to all
2 vehicular and pedestrian traffic.

3 (8) Golf carts shall not be operated on any sidewalk, pedestrian walkway, multi-use path,
4 jogging path, greenway, park or trail except by law enforcement or by County employees or
5 contractors while on County business.

6 (9) Golf carts shall not be operated during inclement weather or when visibility is impaired
7 by weather, smoke, fog or other conditions.

8 (10) Golf cart operators shall maintain the golf cart in a safe condition and ensure that an
9 unobstructed view to the rear is maintained at all times the golf cart is in operation on public
10 streets.

11 (11) Golf carts operating on public streets of the County pursuant to this article shall be
12 insured as required by G.S. 20-309.

13 (12) All golf carts shall have the following equipment: locking brake, reverse warning
14 device, main power switch, horn, either hip restraints or hand holds, front and rear reflectors, and
15 a manufacturer's serial number plate. Manufacturer-installed safety labels shall be visible and
16 readable.

17 (13) In no instance may a golf cart be operated at a speed greater than 20 miles per hour.
18 Even at speeds at or below 20 mile per hour, no golf cart may be operated at a speed greater than
19 is reasonable and prudent for the existing conditions.

20 (14) No golf cart may be operated in a careless or reckless manner.

21 **Sec. 12-67. Exceptions.**

22 The limitations set forth in section 12-66 shall not apply to golf carts being operated as
23 follows:

24 (1) To cross a road from one portion of a golf course to another portion thereof or to another
25 adjacent golf course and the speed limit on the road is no more than thirty-five (35) miles per
26 hour; or to cross a road at an intersection where the road has a posted speed limit of not more
27 than thirty-five (35) miles per hour.

28 (2) To the extent necessary for County employees and County contractors to fulfill a
29 governmental purpose, provided the golf cart is not operated on a public road of the County with
30 a posted speed limit over thirty-five (35) miles per hour.

31 (3) In connection with a parade, a festival or other special event provided the consent of the
32 sponsor is obtained and provided the golf cart is only used during such event.

33 **Sec. 12-68. Liability Disclaimer.**

34 Golf carts are not designed for nor manufactured to be used on public streets and the County
35 neither advocates nor endorses the golf cart as a safe means of travel on public streets, roads and
36 highways. All persons who operate golf carts on public streets, roads and highways do so at

1 their own risk and peril, and must observe and be attentive to the safety of themselves and others,
2 including their passengers, other motorists, bicyclists and pedestrians. By permitting golf carts
3 to be operated on public streets, roads and highways under the General Statutes of North
4 Carolina, the County assumes no responsibility or liability for the operation of golf carts.

5 PART II. That the Code of Ordinances for the County of Currituck is amended by rewriting
6 Section 1-8(i)(4) to read as follows:

7 (4) Chapter 12, section 12-62- : Article V.

8 PART III. All ordinances or parts of ordinances in conflict with this ordinance are hereby
9 repealed

10 PART III. This ordinance is effective upon its adoption.

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13 ADOPTED this _____ day of _____, 2010.

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S. Paul O'Neal, Chairman

ATTEST:

Gwen H. Keene
Clerk to the Board

APPROVED AS TO FORM:

Donald I. McRee, Jr.
County Attorney

Date adopted: _____

Motion to adopt by Commissioner _____

Second by Commissioner _____

Vote: _____ AYES _____ NAYS

S:\Legal\Ordinances\

RECREATION ADVISORY BOARD

Incumbent	Nominated by	New Appointee	Nominated by	Date of 1st Appointment	End of Term
Donna McCloud*	District 1		Vance Aydlett	2002	January 2010
Horace Bell**	District 2		John Rorer	2009	January 2010
Denise Fallon**	District 3		Barry Nelms	2007	January 2010
Sam Casey**	District 4		Owen Etheridge	2006	January 2010
Laurie Peters*	District 5		Janet Taylor	2003	January 2010
Ernest Hughes*	At-Large		Gene Gregory	2002	January 2010
Cynthia Hampton**	At-Large		Paul O'Neal	2009	January 2010

* Served 2 terms

** May Be Reappointed



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: NOV 18TH 2009

Name: BILL FREETHY

Address: 192 NARROW SHOPS RD
AYDLOTT N.C.

Phone: 453-8453

Board(s) or Committee(s) on which you would like to serve:

Please check

- ABC Board
- Agricultural Advisory Board
- Airport Advisory Authority
- Board of Adjustment
- Economic Development Board
- Game Commission
- Jury Commission
- Land Transfer Tax Appeals Board

- Library Board
- Nursing Home Advisory Committee
- Planning Board
- Senior Citizens Advisory Board
- Social Services Board
- Recreation Advisory Board
- Whalehead Preservation Trust
- Workforce Development Board

Qualifications and reasons you would like to serve:

AT PRESENT CHAIRMAN OF THE SR ADVISORY BD
ALSO SR GAMES AMBASSADOR, WOULD LIKE TO
HELP PROMOTE & RUC IN ANY WAY I CAN & BEING
ON THE BOARD MIGHT HELP.

Please return to: County Manager's Office
P.O. Box 39
Currituck, NC 27929



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: 1-13-09

Name: Stephane M Everhart

Address: 759 South Bayview Rd

Jarvisburg, NC 27947

Phone: 491-2435 (B) 202-4316 Cell

Board(s) or Committee(s) on which you would like to serve:

✓ Please check

- | | |
|--|---|
| <input type="checkbox"/> ABC Board | <input type="checkbox"/> Nursing Home Advisory Committee |
| <input type="checkbox"/> Agricultural Advisory Board | <input checked="" type="checkbox"/> Planning Board |
| <input type="checkbox"/> Airport Advisory Authority | <input checked="" type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Senior Citizens Advisory Board |
| <input checked="" type="checkbox"/> Economic Development Board | <input type="checkbox"/> Social Services Board |
| <input type="checkbox"/> Game Commission | <input type="checkbox"/> Tourism Advisory Board |
| <input type="checkbox"/> Jury Commission | <input type="checkbox"/> Whalehead Preservation Trust |
| <input type="checkbox"/> Land Transfer Tax Appeals Board | <input type="checkbox"/> Workforce Development Board |
| <input checked="" type="checkbox"/> Library Board | |

Qualifications and reasons you would like to serve:

- 2007-2008 Board of Directors of Abernathie Red Cross
Vice-Chairman 2nd Year
- 2007-2008 Board of Directors Southern Living Magazine
Custom Home Builders Program
- Vice-Chair of 2007 Octoberfest to benefit
Red Cross

Please return to: County Manager's Office
P.O. Box 39
Currituck, NC 27929

Co-Owner Edge Water Construction & Development

PLANNING BOARD
3 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
James Clark	District 1		Vance Aydlett	January 2009	12/31/2011
Forrest Midgette	District 2		John Rorer	January 2009	12/31/2011
Bren Robbins**	District 3		Barry Nelms	February 2009	12/31/2011
Manly West	District 4		Owen Etheridge	January 2009	12/31/2011
Joe Kovacs*	District 5		Janet Taylor	January 2009	12/31/2009
Fannie Newbern	At-Large		Gene Gregory	February 2009	12/31/2011
Bobby Bell***	At-Large		Paul O'Neal	January 2009	12/31/2009
Lynne Wilson	Outer Banks Alternate		Vance Aydlett	January 2009	12/31/2011
William Etheridge	Mainland Alternate		Paul O'Neal	January 2009	12/31/2011

- * Completed 1st Full Term-Eligible for Reappointment
- ** Resigned-Replacement Needed to Fulfill Unexpired Term
- *** Completed 2 Terms-New Appointment Needed



Currituck County

Department of Planning
Post Office Box 70
Currituck, North Carolina 27929
252-232-6029
FAX 252-232-3026

MEMORANDUM

To: Board of Commissioners

From: Ben E. Woody, AICP
Planning Director

Cc: Gwen Keene
Clerk to the Board

Date: January 13, 2010

Re: Planning Board Appointments

The following Planning Board positions are in need of new appointments or reappointment:

- District 5: Mr. Joe Kovacs has completed his first full-term and is eligible for reappointment.
- District 3: Ms. Bren Robbins has resigned from the Board and a new appointment is needed to fulfill the remainder of her term. As a point of interest, Ms. Robbins is the only Corolla resident.
- At Large District: Mr. Bobby Bell has completed his two terms and a new appointment is needed.



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: 1/13/10

Name: John Wright

Address: Caratoke Hwy., Jarvisburg

Phone: 252 207 9377

Board(s) or Committee(s) on which you would like to serve:

✓ Please check

- | | |
|--|--|
| <input type="checkbox"/> ABC Board | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Agricultural Advisory Board | <input type="checkbox"/> Nursing Home Advisory Committee |
| <input type="checkbox"/> Airport Advisory Authority | <input checked="" type="checkbox"/> Planning Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Senior Citizens Advisory Board |
| <input type="checkbox"/> Economic Development Board | <input type="checkbox"/> Social Services Board |
| <input type="checkbox"/> Game Commission | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Jury Commission | <input type="checkbox"/> Whalehead Preservation Trust |
| <input type="checkbox"/> Land Transfer Tax Appeals Board | <input type="checkbox"/> Workforce Development Board |

Qualifications and reasons you would like to serve:

Please return to: County Manager's Office
P.O. Box 39
Currituck, NC 27929



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: 25 FEB 2008

Name: EDGAR DEAN BLOCK

Address: 473 EAST Ridge Rd
SHAWBORO NC 27973

Phone: 252-232-3306

Board(s) or Committee(s) on which you would like to serve:

✓ Please check

- ABC Board
- Agricultural Advisory Board
- Airport Advisory Authority
- Board of Adjustment
- Economic Development Board
- Game Commission
- Jury Commission
- Land Transfer Tax Appeals Board
- Library Board

- Nursing Home Advisory Committee
- Planning Board
- Recreation Advisory Board
- Senior Citizens Advisory Board
- Social Services Board
- Tourism Advisory Board
- Whalehead Preservation Trust
- Workforce Development Board
- FIRE/EMS ADVISORY BOARD

Qualifications and reasons you would like to serve:

HAVING RECENTLY MOVED TO CURRITUCK, I WOULD LIKE TO SERVE
MY NEW COMMUNITY. I HAVE 37 YEARS OF EXPERIENCE IN
LOCAL GOVERNMENT COVERING SUCH POSITIONS AS PUBLIC WORKS DIRECTOR,
BUDGET DIRECTOR AND DEPUTY CITY MANAGER.

Please return to: County Manager's Office
P.O. Box 39
Currituck, NC 27929



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: 12-26-08

Name: ALVIN L KEEL

Address: 181 KNOTTS ISLAND RD
KNOTTS ISLAND NC 27950

Phone: 252-429-3030 CELL 757-567-7170

Board(s) or Committee(s) on which you would like to serve:

✓ Please check

- | | |
|--|--|
| <input checked="" type="checkbox"/> ABC Board | <input type="checkbox"/> Nursing Home Advisory Committee |
| <input type="checkbox"/> Agricultural Advisory Board | <input checked="" type="checkbox"/> Planning Board |
| <input checked="" type="checkbox"/> Airport Advisory Authority | <input type="checkbox"/> Recreation Advisory Board |
| <input checked="" type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Senior Citizens Advisory Board |
| <input type="checkbox"/> Economic Development Board | <input type="checkbox"/> Social Services Board |
| <input type="checkbox"/> Game Commission | <input type="checkbox"/> Tourism Advisory Board |
| <input type="checkbox"/> Jury Commission | <input type="checkbox"/> Whalehead Preservation Trust |
| <input type="checkbox"/> Land Transfer Tax Appeals Board | <input type="checkbox"/> Workforce Development Board |
| <input type="checkbox"/> Library Board | |

Qualifications and reasons you would like to serve:

I LOVE TO SERVE THE COUNTY AND
I ALWAYS ATTEND ALL THE MEETING
I AM ALWAYS OPEN TO LEARN

Please return to: County Manager's Office
P.O. Box 39
Currituck, NC 27929



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: 8/14/08
Name: Maureen O'Shea
Address: PO Box 13, Harbinger NC 27941
moshea-nc@yahoo.com
Phone: 599.0337

Board(s) or Committee(s) on which you would like to serve:

✓ Please check

- ABC Board
Agricultural Advisory Board
Airport Advisory Authority
Board of Adjustment
Economic Development Board
Game Commission
Jury Commission
Land Transfer Tax Appeals Board
Library Board
Nursing Home Advisory Committee
[X] Planning Board
Recreation Advisory Board
Senior Citizens Advisory Board
Social Services Board
Tourism Advisory Board
Whalehead Preservation Trust
Workforce Development Board

Qualifications and reasons you would like to serve:
Simply, I am interested in the future + motivated by a genuine desire to help improve my community. I know what planning is, understand the concepts + purposes, and want to be involved in planning decisions for the betterment of the community.

Please return to: County Manager's Office
P.O. Box 39
Currituck, NC 27929

I am a member of the APA, NC-apa, ASLA + NC-ASLA.



BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of January 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		<u>Decrease Revenue or Increase Expense</u>		<u>Increase Revenue or Decrease Expense</u>	
20609-588000	Contingency	\$	100,000		
20609-590000	Capital Outlay	\$	1,838,632		
20609-587010	Transfer to Operating Fund	\$	126,622		
20390-499900	Appropriated Fund Balance	\$	500,000		
20609-545000	Contract Services			\$	465,254
20390-490000	Proceeds from Debt Issuance			\$	2,100,000
10900-582400	Notes Payable	\$	126,622		
10390-495020	T F - Whalehead Watershed			\$	126,622
		<u>\$</u>	<u>2,691,876</u>	<u>\$</u>	<u>2,691,876</u>

Explanation: Whalehead Watershed Drainage District (20690) - To record debt proceeds, first debt payment and set-up construction budget for to Whalehead Drainage Project approved by the Local Government Commission on January 5, 2010.

Net Budget Effect: Operating Fund (10) - Increased by \$126,622.
Whalehead Watershed Drainage District (20) - Increased by \$1,600,000.

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Clerk to the Board



BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of January 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10750-557700	Crisis Intervention	\$ 7,108	
10330-431000	DSS Admin		\$ 7,108
		<u>\$ 7,108</u>	<u>\$ 7,108</u>

Explanation: Social Services Administration (750) - To adjust budgeted line items to State Funding Authorizations.

Net Budget Effect: Operating Fund (10) - Increased by \$7,108.

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Clerk to the Board



BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of January 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
62828-533200	Lab Tests	\$ 2,120	
62828-561000	Professional Services		\$ 2,120
		<u>\$ 2,120</u>	<u>\$ 2,120</u>

Explanation: Newtown Road Sewer (62828) - To transfer funds for additional State required testing.

Net Budget Effect: Newtown Road Sewer District Fund (62) - No change.

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Clerk to the Board



BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of January 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

Account Number	Account Description	Debit		Credit	
		Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense	
10410-521000	Equipment Lease	\$	39		
10410-532000	Supplies			\$	39
10430-545000	Contract Services	\$	660		
10430-553000	Dues & Subscriptions	\$	42		
10430-503000	Salaries - Part-time			\$	702
10445-514500	Training & Education	\$	327		
10445-553000	Dues & Subscriptions			\$	327
10461-511010	Data Transmission	\$	517		
10461-514500	Training and Education			\$	517
10480-521000	Equipment Lease	\$	1,000		
10480-545100	Data Processing			\$	1,000
10490-532000	Supplies - Other	\$	1,500		
10490-532003	Supplies - Court Facilities	\$	2,000		
10490-513003	Utilities - Court Facilities			\$	3,500
10510-511000	Telephone & Postage	\$	250		
10510-557100	Software License Fee	\$	1		
10510-516200	Vehicle Maintenance	\$	10,000		
10510-514000	Travel			\$	251
10510-590000	Capital Outlay			\$	10,000
10512-516000	Repairs & Maintenance	\$	600		
10512-516200	Vehicle Maintenance	\$	400		
10512-531000	Gas	\$	1,500		
10512-545000	Contract Services	\$	100		
10512-511010	Data Transmission			\$	1,000
10512-526000	Advertising			\$	500
10512-561000	Professional Services			\$	1,100
10530-502100	Salaries - Overtime	\$	105,000		
10530-503500	Salaries - Temp Services	\$	45,000		
10530-502000	Salaries - Regular			\$	150,000
10531-532000	Supplies	\$	1,739		
10531-557100	Software License Fee	\$	229		
10531-514500	Training & education			\$	229
10531-545000	Contract Services			\$	1,739
10541-511010	Data Transmission	\$	2,600		
10541-553000	Dues & subscriptions	\$	100		
10541-514600	Public Education			\$	2,700
		\$	173,604	\$	173,604

Explanation: Transfers for operations within various departments.

Net Budget Effect: Operating Fund (10) - No change.

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Clerk to the Board



Number 2010048

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of January 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10510-590000	Capital Outlay	\$ 29,329	
10330-449900	Miscellaneous Grants		\$ 29,329
		<u>\$ 29,329</u>	<u>\$ 29,329</u>

Explanation: Sheriff (10510) - To record grant funds for in-car cameras.

Net Budget Effect: Operating Fund (10) - Increased by \$29,329.

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Clerk to the Board



BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of January 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		<u>Decrease Revenue or Increase Expense</u>		<u>Increase Revenue or Decrease Expense</u>	
10460-502000	Salaries	\$	19,129		
10460-505000	FICA	\$	1,463		
10460-506000	Insurance	\$	1,886		
10460-507000	Retirement	\$	1,968		
10531-502000	Salaries			\$	19,129
10531-505000	FICA			\$	1,463
10531-506000	Insurance			\$	1,886
10531-507000	Retirement			\$	1,968
		<u>\$</u>	<u>24,446</u>	<u>\$</u>	<u>24,446</u>

Explanation: Public Works (10460); Emergency Management (10531) - To reclassify the Deputy Emergency Management Coordinator position to an Emergency Management Program Assistant; reclassify the Emergency Services Secretary I to a Secretary II; eliminate the Secretary II in Emergency Management and add an Engineering Technician to the Public Works Department.

Net Budget Effect: Operating Fund (10) - No change.

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Clerk to the Board



Number 2010050

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of January 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10750-557700	Crisis Intervention	\$ 25,008	
10330-431000	DSS Administration		\$ 25,008
		<u>\$ 25,008</u>	<u>\$ 25,008</u>

Explanation: Social Services Administration (10750) - To record State funding authorizations.

Net Budget Effect: Operating Fund (10) - Increased by \$25,008.

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Clerk to the Board



Number 2010051

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of January 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10510-516200	Vehicle Maintenance	\$ 9,342	
10380-484001	Insurance Recovery		\$ 9,342
		<u>\$ 9,342</u>	<u>\$ 9,342</u>

Explanation: Sheriff (10510) - To increase appropriations for automobile repair that will be covered by insurance claims.

Net Budget Effect: Operating Fund (10) - Increased by \$9,342.

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Clerk to the Board



Number 2010052

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 19th day of January 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10760-585000	Donations	\$ 11,968	
10380-487000	DSS Donations		\$ 11,968
		<u>\$ 11,968</u>	<u>\$ 11,968</u>

Explanation: County Assistance (10760) - To increase appropriations for Social Services donations collected during the holiday season.

Net Budget Effect: Operating Fund (10) - Increased by \$11,968.

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Clerk to the Board

	ADMINISTRATIVE PROCEDURES		
	SUBJECT: EMS Billing Rates and Procedures		
	EFFECTIVE DATE: January 19, 2010	SUPERSEDES: All previously issued EMS Billings Rates and procedures.	APPROVED BY: Board of Commissioners

PURPOSE

To establish a uniform and competitive Emergency Medical Services (EMS) revenue recovery system.

GENERAL

Currituck County, through the Department of Fire-EMS, uses EMS Billing to obtain financial claims and recover revenue on EMS services rendered within the county.

PROCEDURES

A. Rates

EMS revenue recovery rates shall be one hundred twenty five percent (125%) of the Medicare insurance allowable rate to all end users.

B. Billing

A Third Party Administrator (TPA) may be utilized to undertake the County's EMS revenue recovery program subject to the following procedures:

- 1) The County's EMS revenue recovery program will be in compliance with all applicable federal, state and local rules, regulations, and ordinances.
- 2) Currituck County Department of Fire-EMS (CCFEMS) personnel will enter all Patient Care Reports (PCR) via computer utilizing a National EMS Information System (NEMSIS) and State Office of EMS compliant program. CCFEMS will then export all data, at least weekly, to ensure that the TPA has an appropriate time to process the claims.
- 3) The County's third party billing agency will invoice all patients who utilize the Emergency Medical Services (EMS) in Currituck County.
- 4) The third party billing agency may follow standard methods for collecting payment, up to and including collection agencies; however, consideration will be given to residents and

property owners of Currituck County in view of the fact that they contribute to the operation of EMS through payment of taxes.

- 5) According to the mutual aid agreement between the City of Virginia Beach and Currituck County, in lieu of directly billing patients for services provided in Virginia Beach, Currituck County will send the invoices to the City of Virginia Beach Department of Emergency Medical Services. The City of Virginia Beach will not directly bill patients for service provided in Currituck County, North Carolina, but will invoice Currituck County Fire-EMS annually for an amount equal to the total of all invoices received from Currituck County during that particular year.
- 6) The County Manager or his/her designee will have the ability to negotiate with the TPA for contract changes, updates, renewals and/or percentage changes.

C. Requests for legal documentation

1. Requests for patient care reports and associated bills will be handled through the legal department of the TPA. These types of requests will follow all applicable laws concerning privacy.
2. Requests for patient care reports and/or associated bills will be documented in the security log.

D. Waiving Payment

1. The County Manager will have the authority to adjust, pursue or waive EMS revenue recovery invoices.
2. If a request is made to the billing company or to the County to waive fees, the Fire-EMS Secretary will be notified and will send this request to the County Manager for his/her consideration.
3. County Employees who receive an EMS revenue recovery invoice will be exempt from payment.

**NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID
AND
ASSISTANCE AGREEMENT
Revision – January 2009**

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF CRIME CONTROL AND 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; and
- (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-10(b), 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, supplies, and other resources.

"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" 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, or paramilitary cause.

"Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-7.

"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-14 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 disaster 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 mutual aid 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-8 and Article 36 A of Chapter 14 of the NC General Statutes, and a completed form describing its projected needs in light of the disaster. 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 by means of one of the two options described 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 Crime Control and Public Safety, in a timely manner.

B. *REQUIRED INFORMATION*: Each request for assistance shall be accompanied by 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 (i.e., whether the disaster 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;

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 personnel, including without limitation transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's personnel at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the disaster area, Recipient shall specify in its request for assistance that self-contained personnel are needed.

5. *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
6. *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 supervisory personnel (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 executing 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 supervisory personnel amongst its employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisory personnel and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments set forth by Recipient, Provider's supervisory personnel shall:

- (1) have the authority to assign work and establish work schedules for Provider's personnel. Further, direct supervision and control of Provider's personnel, equipment, and other resources shall remain with Provider's supervisory personnel. 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) shall 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 its (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).

B. *Equipment*-- Provider shall be reimbursed by Recipient for the use of its 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 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.

C. *Materials And Supplies*-- Provider shall be reimbursed for all materials and supplies furnished by it and used or damaged 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), unless 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 by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 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, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

D. *Record Keeping*-- Recipient and NC 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 NC Division of Emergency Management using the format used or required by FEMA publications, including 44 C.F.R. part 13 and applicable Office of Management and Budget (OMB) Circulars.

E. *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 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.

Section VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Pursuant to G.S. 166A-14, 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 WORKERS' 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-14, 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

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

Under this Agreement, the responsibilities of the NC 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 said executed copy of the Agreement to the NC 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 NC 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 NC 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 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.

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.

EMERGENCY MANAGEMENT DIVISION
DEPARTMENT OF CRIME CONTROL AND PUBLIC SAFETY

BY: _____
REUBEN F. YOUNG, Secretary
Department of Crime Control and Public Safety

Date: _____

WITNESS:

BY: _____
H. DOUGLAS HOELL, JR., Director
Division of Emergency Management

Date: _____

WITNESS:

BY: _____
Chief Executive Officer – Local Government Unit
Printed Name and Title _____

Name of Unit: _____

Date: _____

WITNESS:

APPROVED AS TO PROCEDURES:

BY: _____
BENNIE AIKEN, Controller
Department of Crime Control and Public Safety

Date: _____

N.C. STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

List of Authorized Representatives to Contact for Emergency Assistance

Name of Unit:

And Mailing Address:

Date: _____

=====

I. PRIMARY REPRESENTATIVE:

Name: _____

Title: _____

Day Phone: (____) _____ Night Phone: (____) _____

Fax: (____) _____ Cell Phone: (____) _____

=====

II. FIRST ALTERNATE REPRESENTATIVE:

Name: _____

Title: _____

Day Phone: (____) _____ Night Phone: (____) _____

Fax: (____) _____ Cell Phone: (____) _____

=====

III. SECOND ALTERNATE REPRESENTATIVE:

Name: _____

Title: _____

Day Phone: (____) _____ Night Phone: (____) _____

Fax: (____) _____ Cell Phone: (____) _____



COUNTY OF CURRITUCK

Tax Department
P.O. Box 9
Currituck, North Carolina 27929

Tracy Sample, Tax Administrator
(252) 232-3005
(252) 232-3568 (FAX)

MEMORANDUM

TO: Board of County Commissioners

FROM: Tax Office *TS*

DATE: December 30, 2009

SUBJECT: Charge Levy on Motor Vehicles for October Renewals

Please charge to the Tax Collector the levy on motor vehicles for October.
The following is a breakdown of the assessment and the total tax due.

ASSESSMENT

\$14,601,135

TAX AMOUNT

\$46,733.08

TS/saa

12/30/2009 09:40
salford

COUNTY OF CURTIS
MOTOR VEHICLE TAX SCROLL - CYCLE 10

PG 226
IMVNCST1

2009 MOTOR VEHICLE SUMMARY

TAX CHARGES

2008	COUNTY WIDE \$0.32	VALUE	255,786	LEVY:	818.50	TAX:	818.50
601	COUNTY WIDE \$0.32	VALUE:	14,345,349	LEVY:	45,905.47	TAX:	45,905.47
W02	MOYOCK COMMONS	VALUE:	3,720	LEVY:	9.11	TAX:	9.11

GRAND TOTALS

VALUE 14,601,135 LEVY 46,793.08 TAX 46,793.08

** END OF REPORT - Generated by Sarah Alford **

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COUNTY OF CURRITUCK
 TAX RECEIVABLES GENERATION JOURNAL ENTRIES
 COUNTY OF CURRITUCK
 TAX RECEIVABLES GENERATION JOURNAL ENTRIES

2009 ACTUAL BILLS
 YEAR/PERIOD/JOURNAL: 2010 6 60758
 EFFECTIVE DATE: 12/30/09

DRG	ACCOUNT	DESCRIPTION	DEBIT	CREDIT
10000	0010-0000-111009	TAXES REC - 2009 LEVY	46,723.97	.00
10000	0010-0000-228100	DEFERRED REVENUE - TAXES REC	.00	46,723.97
65000	0065-0000-111009	TAXES REC - 2009 LEVY	9.11	.00
65000	0065-0000-228100	DEFERRED REVENUE - TAXES REC	.00	9.11
JOURNAL TOTALS			46,733.08	46,733.08

CURRITUCK COUNTY JOB DESCRIPTION

JOB TITLE: ENGINEER TECHNICIAN PUBLIC WORKS

GENERAL STATEMENT OF JOB

Engineer Technician is responsible for assisting the County Engineer in providing professional engineering services to the county. This position provides engineering services to the County within the Department of Public Works under the supervision of the County Engineer.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Maintains communication with other departments and County Engineer to exchange information relating to planning, engineering and construction of county projects.

Assists the County Engineer related to the planning, administration, and timely completion of approved construction projects, programs, and rehabilitations.

Assist with oversight of the concept, design, revision, and construction of various County related capital improvement and replacement projects to include water and sanitary sewer infrastructure, drainage structures, and other County facilities as required.

Enforces and administers Federal, State, and Local rules, regulations, and ordinances related to construction contracting and public health and safety.

Assist with the planning, development, and administration of internal policies and procedures as they relate to the County's stormwater, water and wastewater systems.

Assist with preparation of scope of work and Request for Proposals (RFP) for various professional services required for County projects.

Help coordinate the selection, negotiation, progress evaluation, and payment of professional consultants and other construction and engineering services.

Analyzes and compiles construction cost estimates, proposals, quotations, and bids for County projects.

Review and approve subdivision and land development plans for compliance with regulations and sound engineering practices related to design of water, wastewater, and stormwater systems as required.

Review, approve and inspect private road construction for subdivision and site plans.

Review and approve Culvert Certification Waivers, Land Disturbance Permits and Topographic Certifications as required for site development.

Review Floodplain Development Permits and plans as needed.

ADDITIONAL JOB FUNCTIONS

Serve as a member of the County's Technical Review Committee.

Provides technical assistance to the County Engineer in the design and implementation of County projects.

Provides cordial, responsive and accurate customer service in both written and/or verbal formats.

Maintain collaborative working relationships with those contacted in the course of work activities.

Have the ability to read, analyze, and interpret governmental regulations and procedures.

Have the ability to prepare reports and business correspondence.

Have the ability to effectively present information and respond to questions from individual or groups of clients and the general public.

Have the ability to review and interpret construction drawings and specifications.

Perform and interpret various hydraulic and stormwater computer software packages.

Have the ability to use computer-aided design and drafting programs.

Perform office administrative duties as assigned.

MINIMUM TRAINING AND REQUIREMENTS

EDUCATION AND EXPERIENCE

Bachelor of Science degree in Engineering Technology, and experience in surveying, drafting and construction project management; or an Associate of Science degree in Engineering Technology and 5 years experience in surveying, drafting and construction project management.

KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of the principals and practices of civil engineering as applied to the development and construction of public works and public utilities projects; thorough knowledge of the principals and practices of urban planning; ability to plan and direct the work of subordinates, ability to plan projects and prepare cost estimates and specifications; ability to maintain effective working relationships with County officials, employees, contractors, and the general public; ability to effectively communicate complete ideas, orally and in writing.

SPECIAL REQUIREMENTS

Possession of a valid North Carolina Drivers License.

WORKING CONDITIONS

This is light work requiring the exertion of up to 20 pounds of force occasionally, up to 10 pounds of force frequently, and a negligible amount of force constantly to move objects; work requires balancing, stooping, kneeling, crouching, reaching, standing, walking, lifting, fingering, grasping, and repetitive motions.

Vocal communication is required for expressing or exchanging ideas by means of the spoken word, and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or make fine distinctions in sound.

Visual acuity is required for visual inspection involving small defects and/or small parts, use of measuring devices, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities.

Subject to inside and outside environmental conditions, extreme cold, extreme heat, noise, vibration, hazards, and atmospheric conditions.

EMERGENCY MANAGEMENT PROGRAM ASSISTANT

CURRITUCK COUNTY JOB DESCRIPTION

JOB TITLE: EMERGENCY MANAGEMENT PROGRAM ASSISTANT

GENERAL STATEMENT OF THE JOB

Performs a variety of technical and administrative work in support of the Emergency Management Department which includes Communications, Fire Marshal and Public Information. This includes preparing a variety of reports, invoices, purchases orders, and other material. Work also involves maintaining vital data base information, assists with maintenance of plans, application and management of grants. Employee must exercise independent judgment and initiative in completing assignments. Employee must exercise considerable tact and courtesy in frequent contact with general public.

Reports to the Emergency Management Director.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Utilizes computerized data entry equipment and various word processing, spreadsheet and/or file maintenance programs to enter, store and/or retrieve information as requested or otherwise necessary.

Provides information and assists in the preparation of Emergency Management Department budgets.

Establishes and maintains a variety of confidential and tangible files, filing and retrieving material as requested or as otherwise necessary.

Prepares annual application for federal Emergency Management funding.

Monitors weather, tracks hurricanes and tropical weather and translates information.

Participates in the operations of the Emergency Operations Center.

Assists in maintaining and updating WebEOC operational software.

Assists in updating all emergency plans by compiling information/data as required and ensures dissemination of same to appropriate departments and agencies.

Updates resource information, emergency personnel rosters and disaster plans.

ADDITIONAL JOB FUNCTIONS

Maintains County ID badge system for employees, volunteers and County reentry permits.

Work with the Local Emergency Planning Committee (LEPC) to facilitate compliance with SARA Title III.

Assists with Community Emergency Response Teams (CERT).

Performs duties as assigned by the County Manager or his designees during a State of Emergency or other disaster.

Performs other related work as required.

MINIMUM TRAINING AND EXPERIENCE

Graduation from high school, supplemented by college level course work in public safety. Two years experience in emergency management work or emergency response work or the equivalent combination of training and experience which provides the required knowledge, skills and abilities. Completion of North Carolina Emergency Management Coordinator Type 1 by the end of the second year of employment.

**MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED
TO PERFORM ESSENTIAL JOB FUNCTIONS**

Physical Requirements: Must be physically able to operate a variety of machinery and equipment, including computers, typewriters, calculators, copiers, facsimile machines, dictation recorders, etc. Requires the ability to exert up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. Physical demand requirements are in excess of those for sedentary work. Light Work usually requires walking or standing to a significant degree. However, if the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

Data Conception: Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar to or divergent from obvious standards) or data, people or things.

Interpersonal Communications: Requires the ability to speak and/or signal people to convey or exchange information. Includes receiving assignments and/or directions from superiors.

EMERGENCY MANAGEMENT PROGRAM ASSISTANT

Language Ability: Requires the ability to read a variety of reports, correspondence, invoices, maps, applications, checks, forms, procedural manuals, etc. Requires the ability to prepare a variety of correspondence, reports, forms, purchase orders, charts, etc. Must be able to speak to people with poise, voice control and confidence.

Intelligence: Requires the ability to apply rational systems to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists; to interpret a variety of instructions furnished in written, oral, diagrammatic, or schedule form.

Verbal Aptitude: Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently in a variety of technical or professional languages.

Numerical Aptitude: Requires the ability to utilize mathematical formulas; to add and subtract; multiply and divide; interpret graphs.

Form/Spatial Aptitude: Requires the ability to inspect items for proper length, width and shape.

Motor Coordination: Requires the ability to coordinate hands and eyes rapidly and accurately in using automated office equipment.

Manual Dexterity: Requires the ability to handle a variety of items, such as keyboards, control knobs, toggle switches, etc. Must have minimal levels of eye/hand/foot coordination.

Color Discrimination: Requires the ability to differentiate between colors and shades of color.

Personal Temperament: Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress and when confronted with persons acting under stress.

Physical Communication: Requires the ability to talk and/or hear: (talking - expressing or exchanging ideas by means of spoken words; hearing - perceiving nature of sounds by ear). Requires the ability to communicate via telephone and two way radio.

KNOWLEDGE, SKILLS AND ABILITIES

Considerable knowledge of, Emergency Management operations, programs and policies.

Considerable knowledge of modern office practices and procedures.

EMERGENCY MANAGEMENT PROGRAM ASSISTANT

Considerable knowledge of arithmetic, grammar, spelling, and vocabulary.

Skill in the operation of common office machines, including popular computer-driven word processing, spreadsheet and file maintenance programs.

Ability to make routine administrative decisions independently in accordance with laws, regulations, and County policies and procedures, and to solve problems and answer questions.

Ability to develop and modify work procedures, methods and processes to improve efficiency.

Ability to communicate effectively orally and in writing.

Ability to exercise considerable tact and courtesy in frequent contact with public officials and the general public.

Ability to establish and maintain effective working relationships as necessitated by work assignments

	ADMINISTRATIVE PROCEDURES		
	SUBJECT: Transient Parking at Currituck County Regional Airport		
	EFFECTIVE DATE: January 1, 2010	SUPERSEDES: All previously issued procedures.	APPROVED BY: Board of Commissioners

PURPOSE

To establish uniform parking practices for all transient aircraft at Currituck County Regional Airport

GENERAL

The County recognizes the need to reserve and apportion some of the available aircraft parking area to those that visit our airport on an infrequent basis and of a limited duration.

PROCEDURES

- A. The Airport Manager may designate and reserve a portion of the available aircraft parking area for transient use.
- B. Any aircraft that has not contracted for hangar or tie-down space is permitted to park in a designated transient parking space for no more than seven days in a 60 day period.

The fee for exceeding the seven day period, without being granted an exception, is \$7.00 per day to be paid to Currituck County. An individual has the option to pay \$10.00 for an entire month if he/she would park in the non-transient tie down area. The owner/operator will be required to sign a short form holding the county harmless from any and all liability or loss as a result of parking in the non-transient tie down area.

If any aircraft is expected to be at the airport for longer than 30 days, the owner/operator is required to sign a longer term lease.

Violation of this section may result in removal and storage of the aircraft at the expense of the owner or operator, denial of use of the Airport, termination of lease agreements, and/or civil or criminal action for trespass.

This policy will be incorporated in the Airport Rules and Regulations during the next update of that document.

CURRITUCK COUNTY
NORTH CAROLINA
January 4, 2010

The Board of Commissioners met at 7:00 p.m. for its regularly scheduled meeting at the Historic Courthouse in the Commissioners Meeting Room with the following members present: Chairman O'Neal, Commissioners Etheridge, Rorer, Aydlett, Gregory, Nelms and Taylor.

Invocation

Pledge of Allegiance

Bob Henley was present to give the invocation.

Approval of Agenda

Chairman O'Neal moved to approve the agenda. Commissioner Etheridge seconded the motion. Motion carried.

- Item 2 Public Comment
Please limit comments to items not appearing on the regular agenda, please limit comments to 3 minutes.
- Item 3 **Consideration of Parks and Recreation Department Discipline Policy**
- Item 4 **Consideration of accepting high bid for surplus manufactured home located at 4-H Cultural Life Center**
- Item 5 **Consideration of Recommendation of Award for Whalehead Subdivision Drainage Improvements - Phase 1**
- Item 6 **Consideration of Sanitary Sewer Ordinance**
- Item 7 **Appointments to ABC Board**
- Item 8 **Appointments to Economic Development Board**
- Item 9 **Appointments to Airport Advisory Board**
- Item 10 **Appointment of Commissioner to The Albemarle Commission**
- Item 11 **Consent Agenda:**
 - 1. Budget Amendments
 - 2. Wild Horse Fund Grant Agreement
 - 3. Mutual Aid Agreement Public Safety Navy Region and Currituck County for Fire fighting and EMS Assistance
 - 4. Resolution approving BB & T for Whalehead Drainage Financing
 - 5. Petition to NCDOT for Road Addition of Wren Drive and Chickadee Street
 - 6. Resolution of Support for Albemarle RC&D Council
 - 7. Resolution request FEMA support flood insurance claims for structures suffering coastal erosion
 - 8. Project Ordinance for the Moyock Sewer Force Main Construction
 - 9. Approval of December 7, 2009, Minutes
- Item 12 **Commissioner's Report**

Item 13 County Manager's Report

Item 14 **Closed Session:**

1. According to GS 143-318.11(3) to consult with attorney in order to preserve the attorney-client privilege

Public Comment

Please limit comments to items not appearing on the regular agenda, please limit comments to 3 minutes.

Chairman O'Neal opened the public comment period. There being no comments, he closed the public comment period.

Commissioner Nelms thanked everyone for their prayers for his wife. He also updated the Board on the Moyock Library.

Consideration of Parks and Recreation Department Discipline Policy

Jason Weeks, Parks & Recreation Director, reviewed the discipline policy for the Board's consideration.

Commissioner Etheridge moved to adopt the policy presented. Commissioner Aydlett seconded the motion. Motion carried.

Consideration of accepting high bid for surplus manufactured home located at 4-H Cultural Life Center

Commissioner Gregory moved to approve the sale of property. Commissioner Etheridge seconded the motion. Motion carried.

RESOLUTION ACCEPTING HIGH BID FOR SURPLUS PROPERTY LOCATED AT 112 MILBURN SAWYER ROAD, POWELLS POINT, NORTH CAROLINA

WHEREAS, by resolution adopted July 2, 2009 the Board of Commissioners for Currituck County declared the manufactured home located at 112 Milburn Sawyer Road, Powells Point, North Carolina as surplus property and directed the solicitation of offers to purchase the surplus manufactured home subject to the upset bid procedure set forth in N.C. Gen. Stat. §160A-269; and

WHEREAS, the County of Currituck solicited offers to purchase the surplus manufactured home located at 112 Milburn Sawyer Road, Powells Point, North Carolina and following the upset bid process the high bid was \$4,000.00 submitted by George Hayden.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for Currituck County that the high bid in the amount of \$4,000.00 for the surplus manufactured home located at 112 Milburn Sawyer Road, Powells Point, North Carolina submitted by George Hayden is accepted and the appropriate county officials are authorized to execute documents necessary to transfer title to the property.

**RESOLUTION ACCEPTING HIGH BID FOR SURPLUS PROPERTY
LOCATED AT 323 N. SPOT ROAD, POWELLS POINT, NORTH CAROLINA**

WHEREAS, by resolution adopted July 2, 2009 the Board of Commissioners for Currituck County declared the manufactured home located at 323 N. Spot Road, Powells Point, North Carolina as surplus property and directed the solicitation of offers to purchase the surplus manufactured home subject to the upset bid procedure set forth in N.C. Gen. Stat. §160A-269; and

WHEREAS, the County of Currituck solicited offers to purchase the surplus manufactured home located at 112 Milburn Sawyer Road, Powells Point, North Carolina and following the upset bid process the high bid was \$10,000.00 submitted by Christopher W. Forbes.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for Currituck County that the high bid in the amount of \$10,000.00 for the surplus manufactured home located at 323 N. Spot Road, Powells Point, North Carolina submitted by Christopher W. Forbes is accepted and the appropriate county officials are authorized to execute documents necessary to transfer title to the property.

**Consideration of Recommendation of Award for Whalehead
Subdivision Drainage Improvements - Phase 1**

Commissioner Nelms moved to award the bid to RPC Contracting of Kitty Hawk contingent upon approval of the financing, in the amount of \$1,748,632. Commissioner Aydlett seconded the motion. Motion carried.

Consideration of Sanitary Sewer Ordinance

Commissioner Nelms moved to adopt the ordinance. Commissioner Aydlett seconded the motion. Motion carried.

**AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS
AMENDING ARTICLE II, CHAPTER 13 OF THE CURRITUCK COUNTY CODE OF
ORDINANCES TO REGULATE THE USE OF SANITARY SEWER FACILITIES OWNED OR
OPERATED BY CURRITUCK COUNTY**

WHEREAS, pursuant to N.C. Gen. Stat. §153A-121 a county may by ordinance define, regulate, prohibit, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the county; and

WHEREAS, pursuant to N.C. Gen. Stat. §153A-275 a county may adopt adequate and reasonable rules to protect and regulate a public enterprise belonging to or operated by it.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners for the County of Currituck, North Carolina as follows:

PART I. The Code of Ordinances, Currituck County, North Carolina is amended by rewriting the title of Division 1, Article II, Chapter 13 to read as follows:

DIVISION 1. ~~GENERALLY~~ NEWTOWN COMMUNITY WASTEWATER COLLECTION AND TREATMENT DISTRICT

PART II. The Code of Ordinances, Currituck County, North Carolina is amended by rewriting Section 13-101 to read as follows:

Sec. 13-101. Definitions.

As used in this ~~article~~ Division 1 and Division 2 of this article the following words and terms shall have the meanings respectively ascribed:

Building is a structure as defined in the North Carolina State Building Code.

Connection is that part of the wastewater collection and treatment system which couples the main to the sewer cleanout tee, including all appurtenances to make the service complete and ready for use.

Consumer is the person legally or equitably responsible for the payment of charges for wastewater or wastewater rent on any premises.

District is the Newtown Community Wastewater Collection and Treatment District (water and sewer district) established and delineated by a resolution of the Currituck County Board of Commissioners.

Easement shall mean an acquired legal right for the specific use of land owned by others.

Improved street is any street having a wearing surface of concrete, brick, stone block, asphalt, or any bituminous compound.

Main is the pipe usually laid in a street running parallel to the property line which transports wastewater to the post treatment facilities.

May is permissive (see "Shall").

Occupant is the consumer who is actually in possession or control of any premises.

Owner is the person having legal or equitable title to any premises.

Person is an individual, firm, association, partnership or corporation.

Premises is land, building, or other structures and appurtenances thereto.

Service line is that part of the wastewater collection and treatment system which couples the sewer cleanout tee to the establishment being served.

Shall is mandatory (see "May").

Superintendent shall mean the director of public works, or his authorized deputy, agent or representative.

Usual conditions to mean delays in acquiring materials, parts and (or) supplies, rock encountered in construction and other items which might cause delays not under the control of the district.

PART III. The Code of Ordinances, Currituck County, North Carolina is amended by adding a new division to Article II, Chapter 13 to read as follows:

DIVISION 3. SEWER DISTRICTS

Sec. 13-136. Purpose and applicability.

(a) Purpose. The purpose of this division is to establish uniform requirements for direct and indirect discharges into the wastewater collection and treatment system of any centralized sewer operated by Currituck County (Newtown Water and Sewer District, Moyock Commons Sewer District, and Ocean Sands Water and Sewer District), herein referred to as the “District”, and to enable the District to comply with applicable state and federal law by:

(1) Preventing the introduction of pollutants into the public wastewater system which will interfere with the operation of the system or the treatment or disposal of wastewater;

(2) Preventing the introduction of pollutants into the public wastewater system which will pass through the system, inadequately treated, into any waters of the state or otherwise be incompatible with the system;

(3) Protecting District personnel who may be affected by sewage, sludge, and effluent in the course of employment and the general public;

(4) Providing for equitable distribution of the cost of operation, maintenance and improvement of the public wastewater system; and

(5) Ensuring that the District complies with NPDES or non-discharge permit conditions, sludge use and disposal requirements and any other federal or state laws to which the wastewater system is subject.

(b) Applicability. This division shall apply to the District and users of the District’s wastewater collection and treatment system.

Sec. 13-137. Definitions.

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this division, shall have the meanings hereinafter designated:

Act or the Act shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251.

Approval Authority shall mean the Director of the Division of Water Quality of the North Carolina Department of Environment, and Natural Resources or his designee.

Board shall mean the Currituck County Board of Commissioners.

Biochemical Oxygen Demand (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five (5) days at 20 degrees centigrade, expressed in terms of weight and concentration, milligrams per liter (mg/l).

Building Sewer shall mean a sewer conveying wastewater from the premises of a user to the wastewater collection and treatment system.

Department of Environment and Natural Resources (NCDENR) shall mean the North Carolina Department of Environment and Natural Resources, Division of Water Quality or its successor. For the purposes of this division references to the Division of Water Quality or DWQ shall be deemed to be DENR.

Director shall mean the Currituck County Public Utilities Director.

Domestic user shall mean any person who discharges domestic wastewater to the public sanitary sewer.

Domestic wastewater shall mean wastewater generated from normal human living processes which have constituent strength within the range defined for standard strength wastewater, and which contains no constituents of a quantity or concentrations exceeding the limits stated in Section 7. Normal human living processes include wastewater from bathroom and toilets, noncommercial kitchens and non industrial and noncommercial laundries. The discharge rate shall not exceed twenty-five thousand (25,000) gallons per day.

Environmental Protection Agency (EPA) shall mean the United States Environmental Protection Agency.

Flow shall mean the quantity of wastewater expressed in gallons or cubic feet per twenty-four (24) hours.

Grease interceptor shall mean any device constructed in conformity with the plumbing code, operated by the customer of the wastewater system for removing oil and grease before contributing liquid wastes to the wastewater system.

Hauled wastewater shall mean any waste from holding tanks, including but not limited to such holding tanks as vessels, chemical toilets, campers, trailers, septic tanks, grease/grit interceptors, and vacuum-pump tank trucks.

Indirect discharge or Discharge shall mean the discharge or the introduction from any nondomestic source regulated under section 307(b), (c), or (d) of the Act, (33 U.S.C. 1317), into the POTW (including holding tank waste discharged into the system).

Industrial user or User shall mean any person which is a source of indirect discharge.

Industrial wastewater shall mean the wastewater generated from activities, operations or processes which require water and which add to the wastewater pollutant constituents at a strength or at a quantity or concentration exceeding allowable limits defined in Section 7 of this Article.

Interference shall mean the inhibition, or disruption of the District treatment processes, operations, or its sludge process, use, or disposal, which causes or contributes to a violation of any state or federal requirements or prevents sewage sludge disposal in compliance with specified applicable state and federal law.

Medical Waste shall mean isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

Owner shall mean the fee simple owner of real property whose premises is or can be provided utility service by the District.

POTW Treatment Plant shall mean the portion of the POTW designed to provide treatment to wastewater.

Pretreatment Regulations shall mean the introduction of pollutants or wastes into the POTW from any nondomestic source regulated under Section 301 (b), (c), or (d) of the Act.

Publicly Owned Treatment Works (POTW) shall mean the treatment works as defined by Section 212 of the Act, which is owned by the municipality (as defined by Section 502(4) of the Act). This includes any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances only if they convey wastewater to a POTW treatment plant. The term also means the municipality or county as defined in Section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works plant.

Significant Industrial User shall mean (1) all industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, subchapter N; and (2) any other industrial user that: discharges an average of 25,000 gallons per day or more of process wastewater to the POTW Treatment Plant (excluding sanitary wastewater); contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW Treatment Plant, or is designated as such by the Currituck County Public Utilities Director on the basis that the industrial user has a reasonable potential for adversely affecting the POTW Treatment Plant's operation or for violating any pretreatment standard or requirement (in accordance with 40 CFR 403.8(f)(6)).

Suspended Solids shall mean the total suspended matter that floats on the surface of, or is suspended in wastewater, and which is removable by a standard glass fiber filter.

User shall mean any person who discharges, causes, or permits the discharge of wastewater into the POTW.

Wastewater shall mean the liquid and water-carried domestic wastes from dwellings, commercial buildings, and mobile sources, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, which are contributed into or permitted to enter the POTW.

Sec. 13-138. Administration; Sewer use required.

(a) Administration. The Public Utilities Director is hereby assigned the responsibility of administering all provisions of this Article, and shall exercise these responsibilities in accordance with the intent of this Article in a fair and objective manner. The Director may exercise discretion when necessary to administer these provisions fairly and responsibly. Any powers or responsibilities granted to or imposed on the Director may be delegated by the Director to other County or District personnel.

(b) Sewer use.

(1) When the owner of a property inside the District service area shall use such property in any manner which results in the generation of wastewater, and such wastewater shall be discharged into a public sanitary sewer, the owner shall install, at his expense, a suitable building sewer and any other facilities necessary to connect the building sewer directly to the public sewer at an access point provided by the District.

(2) When the District is unable to serve single-family residential property through the gravity sanitary sewer system, as determined by the POTW director, the District may, upon written notification, approve the owner of the property to purchase and install a motor, lines, and pump so that wastewater can be pumped to the public sewer at the provided access point. It will be the responsibility of the property owner to complete the sewer connection with the purchased equipment and to maintain the pump, lines and motor to the property line at his own expense.

(3) Whenever a building sewer connected to the public sanitary sewer becomes clogged, broken, out of order or detrimental to the use of the public sewer, the owner having charge of any building or premises through which the building sewer collects wastewater shall, upon notification of the POTW director, reconstruct, alter, clean or repair the building sewer as the condition of such may require within thirty (30) days after receiving notification.

Sec. 13-139. Application for Service; Abandonment of private systems.

(a) An owner or developer proposing to extend utility lines and/or to make other improvements to be served by the District shall first obtain approval by the District. The applicant shall employ at the applicant's expense an engineer registered in the State of North Carolina to prepare plans for the project. Approval of plans or specifications for a project does not relieve the owner/developer/applicant from meeting the requirements or obtaining other approvals that may be necessary for other regulating agencies including but not limited to Currituck County, North Carolina Department of Transportation, and North Carolina Department of Environment and Natural Resources. The submission of a master plan and/or engineering report may be required at the discretion of the Director in addition to plans and specifications and other documentation described herein.

(b) The applicant shall construct infrastructure to be accepted by the District utilizing the District-approved Technical Standards and Specifications. No extension to the sanitary sewer system of the District shall be made and no application shall be approved except in accordance with the requirements of this ordinance.

(c) All private septic systems and other similar facilities shall be properly abandoned, or removed at the time service to the POTW is made available to real estate upon which is located any structure serviced by a private septic system, and the applicable property owner shall be required to connect to the POTW at the time of such abandonment or removal. Upon 24 hours notice, representatives of the District may enter any property having a private wastewater disposal system for the purpose of inspecting such system and making such other investigations and tests as are deemed necessary. Entry shall be made during the daylight hours unless abnormal or emergency circumstances require otherwise.

Sec. 13-140. Method of connection.

(a) Connections of Building Sewers to the District's wastewater collection system will be made as follows:

(1) All connections shall be made in accordance with the provisions of the State of North Carolina Building Code Volume II, Plumbing, current edition.

(2) No person, unless authorized, shall uncover, make any connections with, or disturb any portion of the District's wastewater collection system, except in accordance with the applicable provisions of this division.

(3) All costs and expenses incident to the installation and connection of the Building Sewer for non-residential connections and connections occurring after the initial installation of the POTW shall be borne by the Owner. The owner shall indemnify and hold harmless the District from any loss or damage to the POTW that may directly or indirectly be occasioned by the installation of the Building Sewer.

(4) A separate and independent Building Sewer shall be provided for every building. An exception may be granted where one building on an interior lot stands at the rear of another and it is not economically feasible for the District to provide a tap to the rear building. In such event, the Building Sewer may be extended to the tap for the front building and the whole considered as one (1) Building Sewer. Exceptions such as these require a permit to be issued by the District,

and shall require a written agreement between the Owners and the District as to the share of the costs of construction and maintenance that each will contribute.

(5) All Building Sewers shall be brought to the building at an elevation below the lowest floor level having sanitary facilities. In all buildings in which any building drain is below a point which will permit a minimum average slope of the Building Sewer of one (1) foot per one hundred (100) feet, wastewater carried by such Building Sewer shall be lifted by pumping units or other approved means and discharged through a Building Sewer having that minimum average slope. Costs of the pumping units, piping, and power shall be borne by the Owner.

(6) Old building sewers may be used in connections with new buildings only when they are found, upon examination and testing by the District, to meet all requirements of this division.

(7) No connections that will allow inflow to enter the POTW shall be permitted. Such prohibited connections shall include but not be limited to roof down spouts, exterior foundation drains, or other sources of storm water or groundwater.

(8) The Building Sewer shall include any preliminary treatment, pretreatment, flow equalizing facilities for grease, oil, grit and sands traps or other interceptors as required by this division.

(9) Connections to POTW will be made at the tap provided for the structure to be served.

(10) Any new connections to the POTW shall be prohibited unless sufficient capacity is available in all downstream portions of the POTW and at the POTW Treatment Plant, including, but not limited to capacity for flow, BOD and suspended solids, as determined by the District.

(11) The size of gravity sewer collection and gravity outfall lines shall be determined by the ultimate size of the area to be serviced and by the projected use and population of the area. The sewer collection and outfall lines shall be designed to maintain a velocity of at least two (2) feet per second at full flow.

(12) The District may require the developer to install sewer collection and outfall lines at a deeper depth and/or larger size than that needed by the existing proposed immediate development in order to provide future service to undeveloped area anticipated to be developed in the future or an existing development which will require service.

(b) The applicant for the connection shall notify the District when the work is ready for final inspection and no underground portions shall be covered before the final inspection is completed. The connection shall be made under the supervision of the District or its representative.

(c) Sewer collection and outfall lines shall be tested and inspected by the Director, County Engineer, or their designees to determine the accuracy of alignment and grade. The allowable amount of infiltration is defined as 0 gallons per diameter inch per mile per day.

(d) The District shall be allowed to inspect the work at any stage of construction.

Sec. 13-141. Maintenance of Building Sewer; Damages.

(a) Whenever a Building Sewer connected to POTW becomes clogged, broken, out of order or detrimental to the use of POTW, or the public health and welfare, the Owner of any building or premises through which the Building Sewer collects wastewater shall, upon notification by the Director,

reconstruct, alter, clean or repair the Building Sewer, as the condition of such may require, within thirty (30) days after receiving notification.

(b) No Person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the POTW.

Sec. 13-142. Use of public sewer.

(a) It shall be unlawful to discharge into any natural outlet within the District or in any area under the jurisdiction of the District any wastewater or other polluted water.

(b) It shall be unlawful within the District to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater. Temporary portable toilet facilities may be permitted by special permit issued by the District for the purpose of providing toilet services for construction projects or special events or purposes.

(c) Construction of any new structures within the District from which wastewater is or shall be discharged shall not occur without first securing a connection to the POTW.

(d) The Owner of any building or property which is located within the District, or in any area under the jurisdiction of the District, and from which wastewater is discharged, shall be required to connect to the POTW, at the Owner's expense, within sixty (60) days after service of notice to do so, provided that said public sewer is reasonably available for connection. Additionally, if the building or property is used for human occupancy, employment or recreation, the owner shall be required to install at the same time toilet facilities in accordance with the North Carolina State Building Code and this ordinance. Notice shall be given by the District, or its designated agent, and shall be served upon the Owner personally or by certified mail.

(e) In the event an Owner shall fail to connect to a public sewer in compliance with a notice given under this section, the District may undertake to have said connection made and shall charge the connection cost against the property and the connection cost shall be a lien against the property. Such charge, when made, shall bear interest at the rate of eight percent (8%) per annum and shall be certified to the finance officer of Currituck County in which the land is situated and shall be collected and remitted to the District in the same manner as assessments for local improvements. The rights of the District under this subdivision shall be in addition to any other remedial or enforcement provisions of this ordinance.

(f) Storm water and all other unpolluted water shall be discharged to a storm sewer or other appropriate outlet, subject to existing regulatory requirements.

(g) No connection shall be permitted that will allow inflow other than sanitary waste to enter the District's wastewater collection and treatment system. Said prohibited connections shall include but not be limited to the connection of roof downspouts, exterior foundation drains or other sources of storm waters or groundwater to a building sewer which is connected directly or indirectly to a public sanitary sewer.

Sec. 13-143. Industrial uses and users prohibited.

Discharge of wastewater into the sewer from a Significant Industrial User within the District is prohibited.

Sec. 13-144. Limitations on Wastewater Strength.

(a) Federal pretreatment standards. Federal Pretreatment Standards and general regulations promulgated by the EPA pursuant to the Act shall be met by all Users which are subject to such standards

in any instance where they are more stringent than the limitations in this division unless the Director has applied for, and obtained from the Currituck County Engineer, approval to modify the specific limits in the federal pretreatment standards. In all other respects, industrial users subject to Pretreatment Standards shall comply with all provisions of these rules and any permit issued thereunder, notwithstanding less stringent provisions of the Pretreatment Regulations or any applicable pretreatment standard.

(b) State requirements. State requirements and limitations on discharges shall be met by all Users which are subject to such standards in any instance in which they are more stringent than federal requirements and limitations or those in this ordinance.

(c) District's right of revision. The District reserves the right to establish by ordinance more stringent limitations or requirements on discharges to the POTW if deemed necessary to comply with the objectives of this ordinance.

(d) Local limits. Any discharge to the District's wastewater system shall meet the average discharge limits listed below. If the limits are exceeded, then the District reserves the right to require pre-treatment or preliminary treatment of waste prior to discharge into the District's wastewater system, or may assess a surcharge on the User.

<u>Parameter</u>	<u>Value (mg/L)</u>
<u>Aluminum</u>	<u>2</u>
<u>Ammonia-Nitrogen</u>	<u>17</u>
<u>Arsenic</u>	<u>0.003</u>
<u>Barium</u>	<u>0.15</u>
<u>Beryllium</u>	<u>0.2</u>
<u>BOD</u>	<u>200</u>
<u>Boron</u>	<u>1</u>
<u>Cadmium</u>	<u>0.003</u>
<u>CBOD</u>	<u>200</u>
<u>Chlorides</u>	<u>343</u>
<u>Chromium</u>	<u>0.002</u>
<u>COD</u>	<u>600</u>
<u>Copper</u>	<u>0.041</u>
<u>Cyanide</u>	<u>0.015</u>
<u>Iron</u>	<u>2.9</u>
<u>Lead</u>	<u>0.049</u>
<u>Manganese</u>	<u>60</u>
<u>Mercury</u>	<u>0.0003</u>
<u>Methylene Chloride</u>	<u>0.1</u>
<u>Nickel</u>	<u>0.021</u>
<u>Oil and Grease (Hexane Extraction)</u>	<u>73</u>
<u>Organic Nitrogen</u>	<u>18</u>
<u>Phosphorus Ortho</u>	<u>3</u>
<u>Phosphorus Total</u>	<u>6.1</u>
<u>Selenium</u>	<u>0.2</u>
<u>Silver</u>	<u>0.005</u>

<u>Sulfates</u>	<u>250</u>
<u>Sulfides</u>	<u>8</u>
<u>Tetrachloroethylene</u>	<u>0.5</u>
<u>TKN</u>	<u>35</u>
<u>Total Solids</u>	<u>831</u>
<u>Total Suspended Solids</u>	<u>200</u>
<u>Trichloroethylene</u>	<u>0.5</u>
<u>Zinc</u>	<u>0.165</u>

(e) Dilution. No User shall increase the use of process water, or in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in any local or state requirements or federal pretreatment standards.

(f) Reports. Reports specified in Code of Federal Regulations, Title 40, Section 403.12 of the Pretreatment Regulations shall be submitted to the District by affected Users.

Sec. 13-145. Discharge of certain materials prohibited.

(a) No person shall discharge or cause or allow to be discharged, directly or indirectly, into the POTW any of the following waste pollutants:

1. All waste of any type generated from any source outside the designated sewer service area as provided for in this Agreement.
2. All waste generated from septic tank contents, portable toilets, privy vault contents, sewage holding tanks and the like generated from within the limits of the designated sewer service area.
3. Any wastes which may directly or indirectly impair the proper functioning of the POTW.
4. Any wastes with strength or pollution effects of which are not effectively altered by ordinary treatment processes, or the presence of which in the receiving stream would violate state and federal water quality standards.
5. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way or to the operation of the POTW. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, sulfides, and any wastes with a closed cup flash point of less than 140 degrees Fahrenheit (60 degrees Centigrade). At no time, shall two successive readings on an explosion hazard meter, at the point of discharge into the system or at any point in the system, be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter.
6. Solid or viscous substances in amounts which will cause obstruction to the flow in the sewer resulting in interference with the operation of the POTW. Substances and items include, but are not limited to, grease, garbage with particles greater than one-half inch (1/2 in.) in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshing, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste

- paper, wood, plastic, gas, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes.
7. Any wastewater having a pH less than 5.0 or more than 10.0 or wastewater having any other corrosive property capable of causing damage to the POTW, the POTW Treatment Plant, or District personnel.
 8. Any wastewater having a temperature greater than 150 degrees Fahrenheit (65 degrees Centigrade), or which will inhibit biological activity in the POTW Treatment Plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 105 degrees Fahrenheit (40 degrees Centigrade).
 9. Any pollutants which result in the presence of toxic gases, vapors or fumes in the receiving waters of the POTW in a quantity that may cause any worker health and safety problems. A toxic pollutant shall include, but not be limited to, any pollutant identified pursuant to Section 307(a) of the Federal Water Pollution Control Act as amended.
 10. Any noxious or malodorous liquids, gases, or solids or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
 11. Any substance which may cause treated effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case, shall a substance discharged to the POTW cause the POTW Treatment Plant to be in noncompliance with sludge use or disposal regulations or permits issued under section 405 of the Act; the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or state criteria applicable to the sludge management method being used.
 12. Any wastewater which imparts color which cannot be removed in the treatment process, including, but not limited to, dye wastes and vegetable tanning solutions.
 13. Any wastewater containing any radioactive wastes or isotopes that violate any statute or any rule, regulations, or ordinance of any public agency or state or federal regulatory body.
 14. Fats, oils, or greases of animal or vegetable origin in concentrations greater than 100 mg/l, or containing substances which may solidify or become viscous at temperatures between 32 degrees Fahrenheit and 150 degrees Fahrenheit (0 degrees Centigrade and 65.6 degrees Centigrade); and any wastewater containing oil and grease concentrations of mineral origin of greater than 25 mg/l, whether emulsified or not.
 15. Any medical wastes, except as specifically authorized by the Director in a wastewater discharge permit.
 16. Any material containing ammonia, ammonia salts, or other chelating agents which will produce metallic complexes that interfere with the POTW.
 17. Any wastewater causing the treatment plant effluent to violate state Water Quality Standards for toxic substances as described in 15A NCAC 2B .0200; or wastewater causing, alone or in conjunction with other sources, the treated effluent to fail a toxicity test.

(b) It is unlawful for any person to make or maintain a connection between eaves trough, rainspouts, footing drains, or any other conductor used to carry natural precipitation or ground water, and the sanitary system or any part thereof.

(c) Any property owner in violation of this section and upon receiving notice of said violation, shall disconnect the conductor from the POTW. Any property owner in violation of this section shall be assessed a monthly surcharge, the amount of which will be established by the Board, for each month that the conductor is not permanently disconnected. Failure to permanently disconnect the conductor, or reconnection of a disconnected conductor, may result in the suspension from use of POTW.

Sec. 13-146 Pre-treatment of wastewater.

(a) Grease traps or other interceptors shall be provided at the User's expense, when such user operates an establishment preparing, processing or serving food and/or food products. Grease interceptors are required for the proper handling of liquid wastes containing oil and/or grease to ensure concentrations do not exceed one hundred sixty (25) mg/l by weight (hexane extractable).

(b) All grease traps, tanks, chambers or other interceptors shall be of a type and capacity approved by the Director and as outlined in the District's Technical Standards and Specifications Manual and the Fats, Oils, and Grease policy. The interceptor shall be readily and easily accessible for cleaning and inspection. No more than twenty (20) percent of the interceptor's total volume will be used for a sludge pocket. The interceptor shall be kept free of materials including kitchen utensils, paper or plastic products, and rags which may settle into the required sludge pocket, and all other floating material shall be skimmed from the trap or basin tank at intervals of a frequency sufficient to avoid accumulation of scum covering the surface of the liquid.

(c) All interceptors shall be serviced and emptied of the waste content as required, but not less often than every thirty (30) days, in order to maintain minimum design capability to intercept oils and greases from the wastewater discharged to the public sanitary sewer.

(d) No waste removed from the interceptor shall be reintroduced into the sanitary sewer or back into the interceptor which will cause the interceptor's discharge to exceed sewer use ordinance limits. The owner shall be responsible for sanitary disposal of such waste.

(e) The owner shall maintain a written record of trap maintenance for three (3) years. A copy of this record shall be sent to the District on the 15th day of the month following service.

(f) Sand, grit, and oil traps or other interceptors shall be provided at the owner's expense when they are necessary for the proper handling and control of liquid wastes containing sand, grit, oil, or flammable waste in excessive amounts.

(g) All interceptors shall be of a type and capacity approved by the Director and shall be readily and easily accessible for cleaning and inspection. All such interceptors shall be serviced and emptied of their contents as required, in order to maintain their minimum design capability to intercept grit, sand, oil, and flammable waste prior to the discharge of wastewater to the public sanitary sewer.

(h) Wastes removed from sand, grit and oil interceptors shall not be discharged into the public sanitary sewer. The owner shall be responsible for the sanitary disposal of such wastes.

(i) The owner shall maintain a written record of trap maintenance for three (3) years. A copy of this record shall be sent to the District on the 15th day of the month following service.

(j) Where pretreatment, or grease; oil, grit and sand traps or other interceptors are provided for any wastewater, they shall be continuously maintained in satisfactory condition and effective operation by the owner at his expense.

Sec. 13-147 Accidental discharges.

Accidental discharges of prohibited waste into the POTW, directly or through another disposal system, or to any place from which such waste may enter the POTW, shall be reported to the District and County by the persons responsible for the discharge, or by the Owner or occupant of the premises where the discharge occurred, immediately upon obtaining knowledge of the fact of such discharge. Such notification will not relieve users of liability for any expense, loss or damage to the wastewater disposal system or treatment process, or for any fines imposed on the District on account thereof under any state or federal law. The responsible person shall take immediate action as is reasonably possible to minimize or abate the prohibited discharge.

The responsible person shall send a letter describing the prohibited discharge to the District and County within seven (7) days after obtaining knowledge of the discharge. The letter shall include the following information:

1. the time and location of the spill;
2. description of the accidentally discharged waste, including estimate of pollutant concentrations;
3. time period and volume of wastewater discharged;
4. actions taken to correct or control the spill;
5. a schedule of corrective measures to prevent further spill occurrences.

Sec. 13-148. Inspection and sampling.

(a) The District may conduct such tests as are necessary to enforce this ordinance, and employees of the District may enter upon any property for the purpose of taking samples, obtaining information or conducting surveys or investigations relating to such enforcement. Entry shall be made during operating hours unless circumstances require otherwise. In all cases where tests are conducted by the District for the purpose of determining whether the User is in compliance with regulations, the cost of such tests shall be charged to the User and added to the User's User Fee. In those cases where the District determines that the nature or volume of a particular User's wastewater requires more frequent than normal testing, the District may charge such User for the tests, after giving the User ten (10) days written notice of its intention to do so, and the cost thereof shall be added to the User's User Fee.

(b) While performing the necessary work on private properties referred to in this section, the authorized employees of the District shall observe all safety rules applicable to the premises established by the User.

(c) Duly authorized employees of the District bearing proper credentials and identification shall be permitted to enter all private properties through which the District holds an easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the POTW lying within said easement. All entry and subsequent work, if any, on said easement shall be done in all accordance with the terms of the easement pertaining to the private property involved.

Sec. 13-149. Confidential information.

(a) Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs, and from inspections shall be available to the public or other governmental agencies without restriction unless the User specifically requests and is able to demonstrate to the satisfaction of the District that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets of the User. Any such request must be asserted at the time of submission of the information or data.

(b) When requested by the person furnishing a report, the portions of a report that might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available upon written request to governmental agencies for uses related to this division, state disposal system permit, and/or the pretreatment programs; provided, however, that such portions of a report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

Sec. 13-150. Enforcement.

(a) Consent order. The District is hereby empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the discharger to correct the noncompliance within a time period also specified by the order.

(b) Suspension. The District may suspend the wastewater treatment service when such suspension is necessary in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment, or interferes with the POTW.

(c) Civil penalties. Any User who is found to have failed to comply with any provisions of this division, or the orders, rules, regulations and permits issued hereunder, may be fined up to one thousand dollars (\$1,000) per day per violation. Each day's continuing violation shall be a separate and distinct offense.

PART IV. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

PART V. This ordinance is effective upon adoption.

Appointments to ABC Board

Commissioner Rorer moved to appoint Commissioners Gregory and Etheridge. Commissioner Aydlett seconded the motion. Motion carried.

Appointments to Economic Development Board

Commissioner Taylor moved to reappoint Kevin Burwell and Ed Cornet. Commissioner Etheridge seconded the motion. Motion carried.

Appointments to Airport Advisory Board

Commissioner Rorer moved to reappoint Gary Bryan, John Snowden, Jerry Malesky, Denise Hall and Marion Gilbert. Commissioner Etheridge seconded the motion. Motion carried.

Appointment of Commissioner to The Albemarle Commission

Commissioner Gregory moved to reappoint Commissioner Nelms. Commissioner Aydlett seconded the motion. Motion carried.

Consent Agenda:

1. Budget Amendments
2. Wild Horse Fund Grant Agreement
3. Mutual Aid Agreement Public Safety Navy Region and Currituck County for Fire fighting and EMS Assistance
4. Resolution approving BB & T for Whalehead Drainage Financing
5. Petition to NCDOT for Road Addition of Wren Drive and Chickadee Street
6. Resolution of Support for Albemarle RC&D Council
7. Resolution request FEMA support flood insurance claims for structures suffering coastal erosion
8. Project Ordinance for the Moyock Sewer Force Main Construction
9. Approval of December 7, 2009, Minutes

Commissioner Etheridge moved to approve. Commissioner Taylor seconded the motion. Motion carried.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
51848-591000	CCMS - HVAC Replacement	\$ 120,000	
51848-593001	KI Elem - Chiller Replacement	\$ 45,000	
51848-595003	CCHS - Chiller Overhaul	\$ 55,000	
51380-425001	Lottery proceeds		\$ 220,000
		<u>\$ 220,000</u>	<u>\$ 220,000</u>

Explanation: School Construction (51848) - To increase appropriations for HVAC repairs/replacements in the schools, which will be funded by lottery proceeds.

Net Budget Effect: School Construction Fund (51) - Increased by \$220,000.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10960-539000	Unemployment Compensation	\$ 198	
10960-554000	Insurance and Bonds		\$ 198
		<u>\$ 198</u>	<u>\$ 198</u>

Explanation: Central Services (10960) - To transfer funds for unemployment compensation for the past year.

Net Budget Effect: Operating Fund (10) - No change.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10441-590003	BOC Meeting Room Technology	\$ 30,826	
10441-590000	Capital Outlay		\$ 7,914
10330-449900	Miscellaneous Grants		\$ 22,912
		<u>\$ 30,826</u>	<u>\$ 30,826</u>

Explanation: Information Technology (10441) - To record PEG Channel Grant from the Rural Center for technology upgrades in the Board meeting room.

Net Budget Effect: Operating Fund (10) - Increased by \$22,912.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10480-590441	Technology over \$1,000	\$ 3,341	
10480-516000	Maintenance & Repair		\$ 1,500

10480-557302	SB 202 Deed of Trust Fee	\$	3,000		
10340-453000	Register of Deeds Fees			\$	4,841
				<u>\$</u>	<u>6,341</u>
				<u>\$</u>	<u>6,341</u>

Explanation: Register of Deeds (10480) - To use a portion of the Register of Deeds Technology Funds to replace computer equipment in the Deeds office that is no longer functional and to add fees associated with Senate Bill 202 that became effective in October 2009.

Net Budget Effect: Operating Fund (10) - Increased by \$4,841.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense	
10511-516000	Repairs & Maintenance	\$	7,000		
10511-590000	Capital Outlay	\$	3,605		
10511-521100	Equipment Lease			\$	1,200
10511-513000	Utilities			\$	5,800
10511-547000	Meals			\$	3,605
		<u>\$</u>	<u>10,605</u>	<u>\$</u>	<u>10,605</u>

Explanation: Jail (10511) - Transfer funds for maintenance needed on kitchen equipment, for a lagoon aerator for the jail sewer and monitors for the security system.

Net Budget Effect: Operating Fund (10) - no change.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense	
10410-516200	Vehicle Maintenance	\$	3,000		
10410-531000	Gas			\$	400
10410-532000	Supplies			\$	1,500
10410-540000	Worker's Compensation			\$	113
10410-561000	Professional Services			\$	987
		<u>\$</u>	<u>3,000</u>	<u>\$</u>	<u>3,000</u>

Explanation: Administration (10410) - Transfer funds to replace transmission in Ford 500 and for routine maintenance for the remainder of this fiscal year.

Net Budget Effect: Operating Fund (10) - no change.

GRANT AGREEMENT

This Grant Agreement made, entered into and effective as of the 1st day of July, 2009, by and between COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "County"), and COROLLA WILD HORSE FUND, INC., a North Carolina non-profit corporation, ("CWHF").

WITNESSETH:

WHEREAS, pursuant to N.C. Gen. Stat. §153A-449 a county may contract with and appropriate money to any corporation in order to carry out any public purpose that the county is authorized by law to engage in; and

WHEREAS, pursuant to N.C. Gen. Stat. §153A-149 a county may expend public funds to provide animal protection and control programs; and

WHEREAS, by the enactment of Article II, Chapter 3 of the Currituck County Code of Ordinances the County's Board of Commissioners has established a Wild Horse Sanctuary for the protection and safety of the Corolla Wild Horses and has by ordinance charged CWHF's sanctuary officers with assisting in providing for the safety and welfare of the wild horses; and

WHEREAS, the County finds that providing a grant to reimburse CWHF for a portion of its operational and capital costs will further and enhance the protection and control of the wild horses and that the establishment and recognition of funds previously provided to CWHF as a grant rather than a loan is advisable,

NOW, THEREFORE, for valuable consideration and the mutual covenants exchanged between the parties hereto, it is agreed as follows:

1. To assist CWHF with its capital and operational costs for protection and control of the Corolla Wild Horses, County agrees to award a grant to CWHF in the amount of EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00) the prior receipt of which CWHF hereby acknowledges.
2. CWHF agrees that it has or will use grant funds only for capital or operational costs in furtherance of protection and safety of the Corolla Wild Horses and inherently the health, safety and welfare of the general public.
3. CWHF agrees to make a full and accurate accounting to the County of all expenditures of the grant funds and shall provide County a copy of each CWHF annual audit.

4. CWHF shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or disability in the administration of this Grant Agreement.

5. The laws of the State of North Carolina shall control and govern this Grant Agreement. Any controversy or claim arising out of this Grant Agreement shall be settled by an action initiated in the appropriate division of the General Court of Justice in Currituck County, North Carolina.

6. CWHF and County respectively bind themselves, their successors, and assigns in respect to the covenants, agreements and obligations contained in this Grant Agreement.

7. This Grant Agreement sets forth the entire agreement between CWHF and the County and supersedes any and all other agreements on this subject between the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement effective as of the date first above written.

**MUTUAL AID AGREEMENT
BETWEEN
PROGRAM DIRECTOR, REGIONAL PUBLIC SAFETY
NAVY REGION MID-ATLANTIC
1510 GILBERT STREET, NORFOLK VA 23511
AND
CURRITUCK COUNTY, NORTH CAROLINA
153 COURTHOUSE ROAD, CURRITUCK, NC 27929
FOR THE PROVISION OF FIRE FIGHTING & EMS ASSISTANCE**

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into this 21st day of December, 2009 by and between Program Director, Regional Public Safety, Navy Region Mid-Atlantic (hereinafter, "Navy"), Currituck County Department of Fire-EMS by the authority of the County Manager, Currituck County North Carolina for fire fighting and emergency medical services (EMS) assistance (hereinafter, "Currituck County").

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires, emergency medical services calls, hazardous materials incidents and any other related emergency incidents occurring within areas under their respective jurisdictions, and

WHEREAS, as set forth in 42 U.S.C. 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, fire fighting, and emergency medical services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions.

WHEREAS, the Parties hereto desire to augment the fire protection, and hazardous material response capabilities available in their respective jurisdictions by entering into this Agreement, and

WHEREAS, the lands or districts comprising the respective jurisdictions of the Parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the Parties in response to a fire, emergency medical event or hazardous material incident is feasible, and

WHEREAS, it is the policy of the Department of the Navy and the Program Director, Regional Public Safety, Navy Region Mid Atlantic, to enter into Mutual Aid Agreements with non-Federal Fire Departments located in the vicinity of a Naval installation, whenever practicable, and

WHEREAS, the Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this Agreement to memorialize their willingness and ability to render assistance to one another, in order to enhance the safety and security of the civilian community and Navy Region Mid-Atlantic installations and facilities.

NOW, THEREFORE, BE IT AGREED THAT:

1. The authority to enter into this Agreement is set forth in 42 U.S.C. 1856a, and 15 U.S.C. 2210, and the regulations implementing same at 44 Code of Federal Regulations Part 151.
2. The rendering of assistance from one Party to the other under the terms of this Agreement shall be accomplished in accordance with detailed operational plans and procedures, which shall be developed by each of the Parties. The technical heads of each Party's Fire-EMS Departments shall work together to implement such plans

and procedures in a manner compatible with the operational authorities of each.

3. The senior officer of a Fire-EMS Department belonging to a Party to this Agreement, or the senior officer of such Fire-EMS Department actually present at a fire, EMS or hazardous material incident, may request assistance under the terms of this Agreement from the other Party's Fire-EMS Department, whenever he/she deems it necessary to make such a request. The senior officer on duty of the Fire-EMS Department receiving a request for assistance shall forthwith take the following action:
 - a. Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.
 - b. In accordance with the terms of this Agreement, forthwith dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the requesting Fire Department without jeopardizing the mission of the Fire-EMS Department providing such resources.
4. The rendering of assistance under the terms of this Agreement shall not be mandatory; however, the Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire suppression and hazardous material incident response needed within their own jurisdictions.
5. As required by Federal law as a condition precedent to entering into this Agreement, the Parties hereby waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.
6. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. The Parties hereby recognize

that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. 2210) and Federal regulations issued there under (Title 44 of the Code of Federal Regulations 151), Currituck County is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional fire fighting costs over normal hazard materials, emergency management and emergency medical services operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. 1856a, each Party hereby reserves the right to seek reimbursement from the other for the costs incurred by it in providing services to the other Party in response to a request for assistance.

7. The senior officer of the Fire-EMS Department requesting assistance shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the technical heads of the Fire-EMS Departments involved, a senior officer of the Fire-EMS Department furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.
8. The officers and personnel of the Fire-EMS Departments of the Parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours (consistent with local security requirements) and, as feasible, to jointly conduct pre-fire planning inspections, drills and training.

TRAINING:

9. Whenever either Party hosts fire protection training for its own Department ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party ("Guest Department").
10. The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department such as, cost per student or cost of a certificate. Further, any such training will be provided on a space available basis only.
11. The Guest Department and/or its members will be solely responsible for the payment of any and all costs

necessary for the Guest Department personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals and travel.

12. This Agreement is entered into voluntarily by both Parties with no obligation on the part of either to provide such training to the other or, if such training is offered to the other Party, to participate in such training.
13. The Guest Department is responsible for ensuring that its members observe all rules, regulations, and guidelines established by the Host Department for training provided by the Host Department, as such rules, regulations and guidelines are made known to the Guest Department.
14. The Host Department reserves the right to deny training to any member of the Guest Department who does not meet the prerequisites necessary to attend the training which is offered by the Host Department under the terms of this Agreement.

Execution of this Agreement:

15. This Agreement shall become effective upon the date annotated above, and shall remain in full force and effect until cancelled by mutual agreement of the Parties, or upon the provision of at least sixty (60) days advance written notice from the Party desiring to terminate this Agreement to the other Party. Upon becoming effective, this Agreement shall supersede all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

Resolution Approving Financing Terms

WHEREAS: Currituck County, North Carolina (the "County") has previously determined to undertake a project for the Whalehead Subdivision Drainage Improvements – Phase I (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The County hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal dated December 9, 2009. The amount financed shall not exceed \$2,100,000.00, the annual interest rate (in the absence of

default or change in tax status) shall not exceed 4.13%, and the financing term shall not exceed ten (10) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the County are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and a Project Fund Agreement as BB&T may request.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by County officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The County shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The County hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The County intends that the adoption of this resolution will be a declaration of the County's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The County intends that funds that have been advanced, or that may be advanced, from the County's general fund, or any other County fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of County officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

RESOLUTION OF SUPPORT

WHEREAS, Albemarle RC&D Council, Inc. is a local non-profit tax exempt charity serving the Albemarle region which includes Currituck County, and

WHEREAS, Albemarle RC&D Council, Inc. has a mission to promote environmental quality and conservation while working to ensure sustained economic development, and

WHEREAS, Albemarle RC&D Council, Inc. has completed over 99 projects since 1972 benefiting the citizens in the Currituck County service area, and

WHEREAS, Albemarle RC&D Council, Inc. is committed to continuing to serve the citizens in the Currituck County service area, and

WHEREAS, All programs and services of Albemarle RC&D Council, Inc. are offered on a non-discriminatory basis, without regard to race, color, national origin, religion, sex, sexual orientation, age, marital or family status, disability or political beliefs.

BE IT RESOLVED that we, the Currituck County Commissioners fully support Albemarle RC&D Council, Inc. and the work this organization does to make our communities better places in which to live and work.

BE IT FURTHER RESOLVED that this resolution be spread upon the Meeting Minutes of the Currituck County Board of Commissioners on January 4, 2010, as a permanent record of the achievements of Albemarle RC&D Council, Inc.

RESOLUTION TO REQUEST THAT NORTH CAROLINA COASTAL TOWNS AND COUNTIES JOIN WITH THE COUNTY OF CURRITUCK IN ASKING THAT FEMA'S NATIONAL FLOOD INSURANCE PROGRAM (NFIP) SUPPORT FLOOD INSURANCE CLAIMS FOR DAMAGES TO STRUCTURES SUFFERING GRADUAL COASTAL EROSION

Whereas, the Federal Emergency Management Agency (FEMA) is responsible for administering the National Flood Insurance Program (NFIP); and

WHEREAS, the NFIP does not currently cover damages as a result of gradual coastal erosion; and

WHEREAS, Many of the nation's coastlines are being developed with homes and vacation resorts with the result being an increasing number of structures built on erosion-prone shores; and

WHEREAS, Property owners favor leaving their oceanfront structures on the beach and not removing them, even if there is not chance of the structure becoming habitable, as monetary support is not provided until the structure's foundation is submerged in the ocean; and

WHEREAS, There would be strong incentive for property owners to remove their endangered oceanfront structures in a much more expeditious and safe manner if the NFIP supported flood insurance claims as soon as a structure became uninhabitable.

NOW, THEREFORE, BE IT RESOLVED, that the Currituck County Board of Commissioners does hereby call upon the coastal counties and towns of North Carolina to join with them in the request that FEMA's National Flood Insurance Program support flood insurance claim for damages as a result of gradual coastal erosion.

COUNTY OF CURRITUCK

CAPITAL PROJECT ORDINANCE

BE IT ORDAINED by the Currituck County Board of Commissioners, 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:

SECTION 1. The projects authorized are design, construction management and construction of sewer force main from the Moyock Welcome Center to the Moyock Commons Sewer Plant.

SECTION 2. The following amounts are appropriated for the project:

Professional Services/Design & Construction Mgmt	\$	80,450
Contracted Services		
Force Main construction	\$	1,110,725
Dominion Power connections	\$	15,000
Reimbursable Expenses	\$	10,000
Contingency (7%)	\$	84,500
		<u>\$ 1,300,675</u>

SECTION 3. The following revenues are available to complete this project:

Water tap fees	\$	204,750
Rural Center Economic Infrastructure grant	\$	540,000
Transfer from Capital Improvements	\$	555,925
		<u>\$ 1,300,675</u>

SECTION 4. The Finance Director is hereby directed to report, on a quarterly basis, on the financial status of each project element delineated in Section 2 above.

SECTION 5. SPECIAL APPROPRIATIONS AND RESTRICTIONS

The Budget Officer is hereby authorized to transfer appropriations within the fund as contained herein under the following conditions:

- a. He may transfer amounts between object line items within the fund up to One Thousand dollars (\$1,000).

SECTION 6. CONTRACTUAL OBLIGATIONS

The County Manager is hereby authorized to execute contractual documents under the following conditions:

- a. He may execute contracts for construction or repair projects which do not require formal competitive bid procedures.
- b. He may execute contracts for (1) purchases of apparatus, supplies, and materials, or equipment which are within the budgeted departmental appropriations; (2) leases of personal property for a duration of one year or less and within budgeted departmental appropriations; and (3) services which are within budgeted departmental appropriations.
- c. He may execute contracts, as the lessor or lessee of real property, which are of a duration of one year or less which are within the budgeted departmental appropriations.

SECTION 7. USE OF BUDGET ORDINANCE

The Budget Officer and the Finance Director shall use this capital project ordinance for administration of the budget and for the accounting system.

Commissioner's Report

Chairman O'Neal stated that the board will meet with the Camden and Pasquotank Boards to discuss OLF.

The Board wished all a happy new year.

County Manager's Report

No comments

Closed Session:

According to GS 143-318.11(3) to consult with attorney in order to preserve the attorney-client privilege

Commissioner Nelms moved to go into closed session as stated above. Commissioner Taylor seconded the motion. Motion carried.

Adjourn

After reconvening from closed session, no action was taken.

There being no further business, the meeting adjourned.