



**BOARD OF COMMISSIONERS
AGENDA**

JUNE 6, 2011

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REVISED

Currituck County
Board of Commissioners Agenda
Historic Currituck County Courthouse

Date: Monday, June 06, 2011

Time: 7:00 PM

Work Sessions

5:30 p.m. Discussion on Commercial Development

Regular Agenda

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 **Recognition of Service as a Charter Member of the Currituck County Fire and EMS Board:** Chris Dailey, Rick Galganski, Greg Laput and Albert Stegner

Item 4 **Presentation on "Buy Local"**

Item 5 **Present Budget for FY 2012 and set Public Hearing date**

Item 6 **Appointment to Game Commission**

Item 7 **Appointment to Juvenile Crime Prevention Council TABLED**

Item 8 **Consent Agenda:**

1. Budget Amendments
2. Change job descriptions in Detention Center, Sergeant Programs Director: re-title to administrative Assistant and Court Officer, re-title to Sergeant Court Officer
3. Appointment of Diane Bray to Joint Nursing Domiciliary Committee to fill unexpired term
4. Approval of May 16, 2011, Minutes

5. Approval of Mutual Aid Agreement, Mackay Island
6. Approval of Travel Policy for ABC Board
7. Approval of Surplus property from Communications office
- 8. Resolution to designate Citibank, N.A. as the Bank for an Imprest Expenditure Account for Health Benefits**

Item 9 Commissioner's Report

Item 10 County Manager's Report

Item 11 **Closed Session:**

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

Adjourn

Special Meeting

Tourism Development Authority Meeting

Present Budget for the Tourism Development Authority

Budget Amendments

Adjourn

GAME COMMISSION
2 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Richard Williams	District 1		Vance Aydlett	5/24/2010	1st term 6/1/2012
Janet Ross	District 2		John Rorer	5/24/2010	5th term 6/1/2012
Larry Beasley	District 3		Butch Petrey	6/7/2010	2nd term 6/1/2012
Clay Cartwright	District 4		Owen Etheridge	5/16/2011	2nd term 6/1/2013
Charles Eley	District 5		Marion Gilbert	7/6/2009	3rd term 6/1/2011
Chandler Sawyer	At-Large		Paul Martin	5/16/2011	1st term 6/1/2013
Jimmy Markert	At-Large		Paul O'Neal	5/16/2011	2nd term 6/1/2013

JCPC effective 7-1-11

Currituck

County

FY 2010-2011

Instructions: N.C.G.A. 143B-543 (2002 Session) specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members (G.S. 147-33.61)	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	?		<input type="checkbox"/>		
2) Chief of Police	n/a		<input type="checkbox"/>		
3) Local Sheriff or designee	Sandy Casey	Chief Deputy Capt	<input checked="" type="checkbox"/>	w	m
4) District Attorney or designee	Kim Pellini	Asst. DA	<input checked="" type="checkbox"/>	w	f
5) Chief Court Counselor or designee	Sherri Ellington	Chief	<input type="checkbox"/>	w	f
6) Director, AMH/DD/SA, or designee	Sarah Massey	System of Care Coordinator	<input checked="" type="checkbox"/>	w	f
7) Director DSS or designee	Patty Halstead	Social Worker	<input checked="" type="checkbox"/>	w	f
8) County Manager or designee	Sandra Hill	Finance Officer <i>JMS</i>	<input checked="" type="checkbox"/>	w	f
9) Substance Abuse Professional	Keba Baldwin ?	SADFS	<input type="checkbox"/>	b	m
10) Member of Faith Community			<input type="checkbox"/>		
11) County Commissioner	Gene Gregory Paul Madsen? Krysta Messier X	County Commissioner	<input type="checkbox"/>	w	m
12) Two Persons under age 18 (State Youth Council Representative, if available)			<input type="checkbox"/>	(b)w	f
13) Juvenile Defense Attorney	Bill Brumsey	Juv. Defense Attorney	<input type="checkbox"/>	w	m
14) Chief District Judge or designee	Hon. Edgar Barnes	District Court Judge	<input type="checkbox"/>	w	m
15) Member of Business Community	Cathy Midgett ?	Business Owner & School Board	<input type="checkbox"/>	w	f
16) Local Health Director or designee	Amy Cowan Underhill	Health Educator	<input type="checkbox"/>	w	f
17) Rep. United Way/other non-profit	Ellen Owens	Coop. Extension	<input type="checkbox"/>	w	f
18) Representative/Parks and Rec.	Jason Weeks	Director	<input type="checkbox"/>	w	m
19) County Commissioner appointee	Randy Matusko	Court Counselor	<input type="checkbox"/>	w	m
20) County Commissioner appointee	Paul Pollock	Court Counselor	<input type="checkbox"/>	w	m
21) County Commissioner appointee	Jean Snider	Citizen	<input type="checkbox"/>	w	f
22) County Commissioner appointee	Donald Cooper X	Court Counselor	<input type="checkbox"/>	b	m
23) County Commissioner appointee	Alysia Bailey	PASS Program Manger	<input type="checkbox"/>	b	f
24) County Commissioner appointee	Angie Patterson	Clerk of Court	<input type="checkbox"/>	w	f
25) County Commissioner appointee	Jennifer Goscinski	School Social Worker	<input type="checkbox"/>	w	f

Meet
 2ND MONDAY / MO
 5
 11:30
 12:00
 1:00

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 6th day of June, 2011, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2011.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10510-545000	Contract Services	\$ 75,000	
10330-449900	Miscellaneous Grants		\$ 75,000
		<u>\$ 75,000</u>	<u>\$ 75,000</u>

Explanation: *Sheriff (10510)* - Increase appropriations to record DPR1 Information Sharing Project grant from the NC Department of Crime Control and Public Safety. This is a regional project to allow information sharing between Chowan County, Edenton, Currituck County, Dare County, Kitty Hawk, Nags Head, Pasquotank County, Camden County, Elizabeth City and Plymouth. This project is 100% funded through grant proceeds.

Net Budget Effect: Operating Fund (10) - Increased by \$75,000.

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Clerk to the Board

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		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
50650-594500	Contracted Services	\$ 1,940,863	
50390-495042	T F - Transfer Tax Capital Fund		\$ 1,940,863
42450-587050	T T - County Gov't Construction Fund	\$ 1,940,863	
42450-588000	Contingency		\$ 82,650
42320-414000	Transfer Tax		\$ 400,000
42390-499900	Appropriated Fund Balance		\$ 1,458,213
		<u>\$ 3,881,726</u>	<u>\$ 3,881,726</u>

Explanation: *Maple Commerce Park (50650)* - Transfer funds from the Transfer Tax Capital Fund to the County Governmental Construction Fund for a wastewater treatment plant that will serve the Maple Commerce Park, the YMCA/Community Center, Central Elementary School and the Cooperative Extension facility.

Net Budget Effect: Transfer Tax Capital Fund (42) - Increased by \$1,858,213.
 County Governmental Construction Fund (50) - Increased by \$1,940,863.

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 Clerk to the Board

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		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10350-469003	Basketball		\$ 1,633
10350-469011	Volleyball		\$ 1,340
10350-469012	Adult Basketball		\$ 10
10350-469015	Tackle Football		\$ 51
10350-469017	Aerobics		\$ 405
10795-531400	Equipment Fuel		\$ 1,853
10795-576014	Tennis		\$ 1,000
10795-576017	Aerobics		\$ 1,000
10795-503500	Temporary Services	\$ 6,012	
10795-505000	FICA Expense	\$ 460	
10795-506000	Insurance Expense	\$ 70	
10795-576001	Youth Baseball/Softball	\$ 750	
		<u>\$ 7,292</u>	<u>\$ 7,292</u>

Explanation: *Parks & Recreation (10795)* - Increase appropriations due to increased participation in community league sports.

Net Budget Effect: Operating Fund (10) - Increased by \$3,439.

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		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
66868-561000	Professional Services	\$ 1,905	
66868-532000	Supplies		\$ 1,905
		<u>\$ 1,905</u>	<u>\$ 1,905</u>

Explanation: *Southern Outer Banks Water Department (66) - Transfer funds for survey work for the Southern Outer Banks Water System.*

Net Budget Effect: Southern Outer Banks Water System Fund (66) - No change.

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		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10550-531000	Gas	\$ 800	
10550-514000	Travel	\$ 1,000	
10550-503000	Part-time salaries	\$ 1,000	
10550-505000	FICA Expense	\$ 77	
10550-545000	Contract Services		\$ 1,000
10550-554000	Insurance & Bonds		\$ 1,877
		<u>\$ 2,877</u>	<u>\$ 2,877</u>

Explanation: *Airport (10550)* - Transfer funds for operations for the remainder of this fiscal year.

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

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		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
60808-516000	Repairs & Maintenance - Water	\$ 1,160	
60808-533601	System Supplies - Sewer	\$ 2,000	
60808-545001	Contracted Services - Sewer	\$ 14,000	
60808-590000	Capital Outlay - Water	\$ 405	
60808-590001	Capital Outlay - Sewer	\$ 5,781	
60808-531000	Gas - Water		\$ 975
60808-561001	Professional Services - Sewer		\$ 20,871
60808-545000	Contracted Services - Water		\$ 1,500
		<u>\$ 23,346</u>	<u>\$ 23,346</u>

Explanation: *Ocean Sands Water & Sewer Fund (60)* - Transfer funds for operations for the remainder of this fiscal year.

Net Budget Effect: *Ocean Sands Water & Sewer Fund (60)* - No change.

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		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
65858-545000	Contracted Services	\$ 3,770	
65858-553000	Dues & Subscriptions	\$ 310	
65858-590000	Capital Outlay	\$ 2,105	
65858-561000	Professional Services		\$ 6,185
		<u>\$ 6,185</u>	<u>\$ 6,185</u>

Explanation: *Moyock Commons Sewer Fund (65)* - Transfer funds for operations for the remainder of this fiscal year.

Net Budget Effect: *Moyock Commons Sewer Fund (60)* - No change.

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		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
61818-514500	Training	\$ 50	
61818-531000	Gas	\$ 6,500	
61818-545000	Contracted Services	\$ 1,600	
61818-557100	Software Fees		\$ 2,200
61818-506000	Insurance Expense		\$ 1,407
61818-533800	Chemicals		\$ 1,000
61818-536000	Uniforms		\$ 143
61818-516200	Vehicle Maintenance		\$ 2,950
61818-516000	Repairs & Maintenance		\$ 250
61818-514000	Travel		\$ 200
		<u>\$ 8,150</u>	<u>\$ 8,150</u>

Explanation: *Mainland Water Fund (61)* - Transfer funds for operations for the remainder of this fiscal year.

Net Budget Effect: Mainland Water Fund (61) - No change.

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		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10530-502100	Salaries - OT	\$ 31,392	
10530-505000	FICA	\$ 2,402	
10530-507000	Retirement	\$ 3,582	
10390-495015	T F - Occupancy Tax		\$ 37,376
		<u>\$ 37,376</u>	<u>\$ 37,376</u>

Explanation: *Emergency Medical Services (10530)* - Transfer funds from Occupancy Tax to the operating fund for additional EMS staffing at Corolla from Memorial Day through June 30, 2011.

Net Budget Effect: Operating Fund (10) - Increased by \$37,376.

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Clerk to the Board

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<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
50447-561000	Professional Services	\$ 67,042	
50447-588000	Contingency		\$ 53,990
50447-590001	Corolla Greenway		\$ 13,052
		<u>\$ 67,042</u>	<u>\$ 67,042</u>

Explanation: *Corolla Multi-use Path (50447)* - Transfer funds to increase design and project administration budget for phase II of the Corolla Greenway project.

Net Budget Effect: County Governmental Construction Fund (50) - No change.

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Clerk to the Board

CURRITUCK COUNTY
NORTH CAROLINA
May 16, 2011

The Board of Commissioners met at 6:00 p.m. to discuss the Historic Jarvisburg Colored School.

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 Aydlett, Commissioners O'Neal, Gilbert, Martin, Etheridge and Rorer.

Invocation and Pledge of Allegiance

Reverend Steve Castle, Moyock United Methodist Church, was present to give the invocation.

Approval of Agenda

Commissioner O'Neal moved to delete Item 11, appointment to Farmland Preservation Board. Commissioner Martin 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 Kathleen Foremen to present the Governor's award for Outstanding Volunteer to Virginia Sikes
- Item 4 Presentation by Jim Harrison, Recovery Innovation ECBH
- Item 5 **Public Hearing and Action:** PB 10-03 Swan Beach Corolla: Request to rezone 37.36 acres from Outer Banks Limited Access Residential (RO2) to Conditional District-General Business (CD-GB). The property is located in Swan Beach, Tax Map 101 and 101A, Parcels A,B,C,D,1A,M1 and M2, Fruitville Township.
- Item 6 **Consideration of Recommendation of Award for Maple Commerce Park Wastewater Treatment Plant**
- Item 7 **Consideration of Ordinance** amending Section 3-87 of the Code of Ordinances to make unlawful the feeding of stray animals on any property
- Item 8 **Consideration of Ordinance** amending Section 1-8 of Code of Ordinances providing that penalty for violation of certain sections of Chapter 10 shall be Civil Penalty only.
- Item 9 **Appointments to Game Board**
- Item 10 **Appointment to JCPC Board to replace Donald Cooper**
- Item 11 **Appointments to Agricultural Advisory Board (Tabled)**
- Item 12 **Consent Agenda:**

1. Proclamation for County Employee Health and Fitness Day
2. Resolution Designating Agent for Currituck County for Tornados on 4/16/2011
3. Resolution Opposing "Game Fish Status"
4. Budget Amendments
5. Approval of May 2, 2011, Minutes

Item 13 Commissioner's Report

Item 14 County Manager's Report

Adjourn

Public Comment

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

Chairman Aydlett opened the public comment period.

Debra Tabor, Moyock, requested the Board to move forward on building the new animal shelter.

Rachel Younts, requested the use of the Sound Park for events for non-profits.

There being no further comments, the Public Comment period was closed.

Kathleen Foreman to present the Governor's award for Outstanding Volunteer to Virginia Sikes

Kathleen Foreman, County Coordinator for Volunteer Service, on behalf of Governor Perdue, presented the Outstanding Service to Virginia Sikes for her significant contributions in 2011. Ms. Sikes was also awarded the Medallion Award from Governor Perdue.

The Board congratulated Ms. Sikes for her outstanding achievements.

Presentation by Jim Harrison, Recovery Innovation ECBH

Jim Harrison, Coordinator for Outreach Wellness, stated that this is a community-based recovery education and peer support program. The program is staffed by a team of trained Peer Support Specialists who are in recovery from their own mental health or addiction challenges. This program provides a safe and welcoming setting of wellness and independence enriched by contribution.

Mr. Harrison thanked the Board for their continued support.

Public Hearing and Action: PB 10-03 Swan Beach Corolla: Request to rezone 37.36 acres from Outer Banks Limited Access Residential (RO2) to Conditional District-General Business (CD-GB). The property is located in Swan Beach, Tax Map 101 and 101A, Parcels A,B,C,D,1A,M1 and M2, Fruitville Township.

Chairman Aydlett opened the public hearing.

Ben Woody, Planning Director, reviewed the request for rezoning.

**CASE ANALYSIS FOR THE
BOARD OF COMMISSIONERS
MEETING DATE: May 16, 2011
PB 10-03 Swan Beach Corolla, LLC**

ITEM: PB 10-03 Swan Beach Corolla, LLC request to rezone 37.36* acres from RO2 to CD-GB.
** Narrative acreage is 37.57. Applications and GIS acreage is 37.36*

LOCATION: Swan Beach, Corolla

OWNERSHIP/TAX ID:

Owner	Parcel ID	Acreage
Till Morning, LLC	101A000000B0001	2.98
Charles S. & Nancy Friedman	101A000000M20001	2.92
Second Star, LLC	101A000000A0001	2.96
Swan Beach Corolla, LLC	101A000000C0001	28.5
	101A000000D0001	
	0101000001A0000	
	101A000000M10001	

APPLICANT: Swan Beach Corolla, LLC
408 Dundaff Street, Apt. 110
Norfolk, VA 23501
757-718-8600

CURRENT ZONING: Outer Banks Limited Access Residential (RO2)

PROPOSED ZONING: Conditional District-General Business (CD-GB)

SURROUNDING PROPERTY:

	Land Use	Zoning
NORTH:	Currituck National Wildlife Refuge	R02
SOUTH:	Residential	R02
EAST:	Atlantic Ocean	
WEST:	Residential/Marshland	R02

LAND USE PLAN

CLASSIFICATION:

The 2006 Land Use Plan classifies this site as **Limited Service** within the **Carova Sub-Area**.

The Limited Service Area classification is to provide for primarily residential development at low densities. Base development density should be 1 unit per acre but could be increased to 1.5 units per acre through overlay zoning depending on whether service facilities are in place or planned as well as the potential impact on the surrounding community. With respect to nonresidential uses, it is essential that the existing community character be preserved. Design criteria should be established to ensure that commercial development protects and preserves the existing community in scale, architectural style, materials, landscaping, and site design. Businesses designed to serve the tourist industry such as small gift shops or agri-tourism related uses should not be prohibited provided the character and intensity of the use is in keeping with the character of the surrounding area.

The policy emphasis of the Carova Sub-Area identified in the Land Use Plan is to allow for very low to medium density residential development without infrastructure or service investments that could stimulate growth and development. Only services that protect health, safety, and welfare (i.e. law enforcement, fire, and rescue) will be authorized. Commercial and other convenience services shall not be allowed.

The Carova subarea is designated by the federal government as a COBRA (Coastal

Barriers Resource Act) area, meaning no structure in this area is eligible for federally subsidized flood insurance and no federal money may be spent in this area that would stimulate development.

In addition, the following Land Use Plan policies are also relevant to this request:

POLICY CD1: NEIGHBORHOOD SERVING COMMERCIAL DISTRICTS should be encouraged to locate where a collector or secondary street intersects with a street of equal or greater size. Appropriately designed, small-scale businesses may also be near other neighborhood serving facilities such as schools and parks.

POLICY OB6: Concerning the OFF-ROAD AREAS OF THE OUTER BANKS, Currituck County shall not permit or encourage the provision of growth-inducing facilities and services to these areas, including for example, commercial services, centralized sewage treatment and hard surface roads.

POLICY OB7: VEHICULAR ACCESS TO THE NORTH BEACHES (off-road area) shall not compromise the environmental integrity of wildlife refuges, the estuarine research reserve, other ecologically sensitive areas, or habitat for wild horses. Structures or other man-made improvements not specifically serving the public interest shall not be permitted to block vehicular access along the beach.

CURRENT LAND USE: Residential/Undeveloped

PROPOSED LAND USE: Hotel (cottage suites) for short and extended stay occupancy including accessory uses to support the lodging units (wellness center, indoor/outdoor pools, boardwalk), and neighborhood village business (office, service, retail, recreational, entertainment, institutional, and government).

PROPOSED DENSITY: The planned hotel density is projected at 7.82 hotel lodging units per acre. Each lodging unit will consist of one bedroom.

ZONING HISTORY: The Swan Beach subdivision plan was recorded September 1969 and identified several lots as business areas. The applicant contends that all parcels identified on the recorded plat as business areas are currently zoned business.

The Official Zoning Map with amendments through December 4, 1973 illustrates the property as RA-20 (Residential-Agricultural) zoning district. In 1975 the Currituck County Board of Commissioners zoned the off-road area for residential uses only (R-20). The 1989 Official Zoning Map identified the property as Outer Banks Limited Access Residential (RO2). The official zoning map currently identifies this property as Outer Banks Limited Access Residential (RO2).

In 2004, Swan Beach Corolla, LLC (PB04-22) submitted a request to rezone 18.88 acres from Outer Banks Limited Access Residential (RO2) to General Business (GB). The Planning Board recommended denial of the request on April 13, 2004 and the item was not acted on by the Board of Commissioners. Also in 2004, the applicant requested to rezone 25.77 acres from Outer Banks Limited Access Residential (RO2) to Off Road Historic Village Commercial Overlay District (PB 04-72). The Planning Board recommended denial of the rezoning on April 12, 2005. On November 17, 2008 the item was removed from the Board of Commissioners agenda. Also, on November 17, 2008 the Board of Commissioners denied a text amendment request to create an Off-Road Historic Village Commercial Overlay District (PB 04-71).

PUBLIC SERVICES AND UTILITIES:

The Carova Volunteer Fire Department provides fire protection for this area.

Individual wells and on-site septic is proposed for the development.

TRANSPORTATION: The site is accessible by four-wheel drive vehicle from the foreshore or beach strand.

FLOOD ZONE: This site is located in a special flood hazard area and coastal high hazard area. The development is designated by the federal government as a COBRA (Coastal Barriers Resource Act) area, meaning no structure in this area is eligible for federally subsidized flood insurance and no federal money may be spent in this area that would stimulate development.

WETLANDS: The wetland inventory maps do not identify wetlands on the property.

SOILS: The Currituck County Soils map indicates the property contains primarily marginal soils for on-site septic systems.

PROPOSED

ZONING CONDITIONS: On May 6, 2011, the applicant modified the proposed zoning conditions that will apply to this property:

1. Proposed Uses
 - a. Inn/lodging units with a maximum lodging density of 294 units/bedrooms and accessory uses to include a wellness center, indoor/outdoor pool, and boardwalk.
 - b. Neighborhood village commercial of 19,200 square feet of first floor space to include office, service, retail, recreational, and entertainment.
 - c. Two acres to be rented to the existing illegal businesses located in the four-wheel drive area.
2. Proposed Zoning Conditions
 - a. Wastewater shall be provided per county policy.
 - b. Stormwater to be managed using LID/Best Management practice techniques.

- c. Parking areas shall not be paved.
- 3. The following uses are removed from the request:
 - a. Helipad
 - b. Fishing pier

COMMUNITY MEETING:

A community meeting was held on February 2, 2010. After multiple requests by staff a complete report was not provided prior to the Planning Board meeting. Bissell Professional Group provided community meeting notes at the Planning Board meeting.

STAFF RECOMMENDATION:

Staff recommends denial of the request to establish 37.36* acres from "Outer Banks Limited Access Residential (R02) to Conditional District General Business (CD-GB)"

The following points support the denial of this request as presented.

1. The proposed request is not consistent with the Carova Sub-Area Policy Emphasis and is not in keeping with the density requirements and community character emphasis of the Limited Service designation of the 2006 Land Use Plan.
2. The proposed uses and development plan does not promote compatibility between the subject property and surrounding area. The proposed inn and neighborhood commercial development is adjacent to the Currituck National Wildlife Refuge and within the Swan Beach residential subdivision. (LUP Policy CD5).
3. The intensity of the proposed uses and development plan will encourage commercial services in the off-road area. (LUP Policy OB6, Limited Service designation)

Outstanding Staff Concerns: The conditional zoning process provides an

opportunity for an applicant to propose use limitations or development conditions that ensure development proposals are consistent with the policies set forth in adopted plans. Staff is concerned with the following issues not addressed in the application or development plan.

1. There appears to be a slight discrepancy in the calculated acreage of the request. The property acreages identified on the applications do not match the narrative.
2. Vehicular access in this remote area of the county is often affected by uncontrollable environmental conditions such as tides, shifting sands, high water table, localized flooding, lack of maintenance, and ocean over wash. In addition, encouraging an increase of daily and weekly visitors who expect public services could contribute to an inability to provide adequate public services in this remote area of the county. (LUP Policy PP2).
3. The property is located in a COBRA (Coastal Barriers Resource Act) area or otherwise protected areas as identified by the federal government. The COBRA prohibits the sale of NFIP flood insurance for structures built within the protected area, and federal money may not be spent in this area that would stimulate development. A majority of the development is located within a VE (coastal high hazard area) flood zone. All construction within the coastal high hazard area as shown on the Flood Insurance Rate Maps shall be constructed to V-zone construction standards.
4. The property is located in an area of the county identified by NC Division of Coastal Management with

significant erosion rates of between 6.5 - 7.5 feet per year. The property south of the proposed development is identified as one of the highest erosion rates in the county (8.5 feet per year).

5. All structures should be constructed in a manner so as to blend in with the character of the area taking into consideration height, size, exterior materials, windows, doors, and other related exterior features. All applications should be accompanied by building elevations of proposed structures and a lighting plan.
6. Staff requests further clarification on the extended stay units within the inn and the existing dwelling units including items such as intended ownership, management, and how the units will meet the UDO definition of Hotels and Motels. *Staff commentary: The units will not be sold and will remain under single ownership. A management company will oversee the entire resort.*
7. The northern property line is adjacent to the Currituck National Wildlife Refuge, natural heritage area. A report that identifies the environmental impacts of the proposed development to the natural plants and animals inventoried and catalogued by the NCDENR Natural Heritage Program shall be provided. Specific areas identified with significant habitat should be preserved and protected, and environmental impacts shall be reduced by adequate buffers and vegetation. No land disturbing activities shall occur within the buffer, and existing vegetation shall be preserved within the buffer. A plan and report shall be provided with the site plan submittal that adequately buffers

and protects the environmentally sensitive areas.

8. Michael J. Hoff, Refuge Manager for the Currituck National Wildlife Refuge, reviewed the proposed plans and provided concerns for the proposed project on February 16, 2010. The concerns are as follows:

- i. A helicopter landing pad is approximately 250 feet from the boundary of the refuge. Federal law regarding aircraft usage around refuges discourages operation that may result in the harassment of wildlife. While the 250 foot buffer may be sufficient for landing the helicopter, approaches to the pad could be over the refuge at levels lower than recommended by the Federal Aviation Administration.
- ii. The proposal places a new road immediately adjacent to approximately 2,500 linear feet of refuge. Currently, vehicular trespass on the refuge behind the frontal dune is minimal due to the impassable nature of these front line dunes. Creating an access route to the secondary dunes would provide direct access to a dune system with no natural barrier. Vehicular trespass on the sensitive, and in some cases, rare ecotypes of the refuge would likely increase and cause irreparable harm to the refuge habitat types.
- iii. Currently, the hydrologic flow of subsurface water is not well understood. Special care should be taken during the design phase of this project to ensure

adequate septic systems to protect refuge subsurface resources.

- iv. Many of our trust resources rely on the shallow wetland basins found on the refuge as a source for fresh water. Special care should be taken during the well field design phase of this project to ensure a subsurface cone of depression does not form that may ultimately drain these surface wetlands. Loss of these wetlands would negatively impact the refuges plant and animal communities.

PLANNING BOARD

RECOMMENDATION:

The Planning Board recommended **denial** with staff recommendations and LUP Policies, OB6, CD5, ES8, ES7, and ES6 to rezone 37.36 acres from Outer Banks Limited Access Residential (R02) to Conditional District- General Business (CD-GB).

PLANNING BOARD DISCUSSION (2-9-10)

Mr. Plumlee stated they are asking for conditional zoning meaning they would be required to follow the conditions set by the county. Mr. Plumlee stated his client has been paying taxes on this property since 1969 as a business parcel. What his client is proposing to build is a private beach resort for weekly rentals and special events. It would include a chapel, fire and rescue station, wellness center and commercial for neighborhood services. At the south end there would be a fishing pier. Mr. Plumlee addressed staff recommendations for denial.

- The proposed request is not consistent with the Carova Sub-area Policy: *What they are proposing is an old beach village style development and clearly these plans can be tailored by the county. They will be very small structures, 900 to 1200 sq. ft. They are looking into the potential of shuttle service for people using the resort.*
- The proposed uses and development plan does not promote compatibility between the subject property: *Having smaller structures is going to be a better development.*
- The intensity of the proposed uses and development plan will encourage commercial services in the off-road area: *The pier will be at the southern end of the property and the Inn will be at the northern end. The Inn will not encourage adjoining*

commercial structures because of shuttling people in. The fishing pier is to encourage fishing. Mr. Plumlee stated to consider these two items separately, the Inn and the pier. His client is mostly focused on the resort.

- *Vehicular access: Mr. Plumlee stated he hopes they have addressed this with the shuttle services and they would have to buy their own private insurance.*

Mr. Bissell provided an overview of the project, addressed the community meeting comments, and examples of the building styles.

Ms. Taylor asked where in Corolla are the cars are going to be parked.

Mr. Bissell stated the developer has a special use permit for a remote parking site.

Mr. Wright asked how vehicles or emergency vehicles will pass under the pier when the water comes up and the height of the pier will decrease as it gets closer to the dune line.

Mr. Bissell stated this will have to be addressed in the design.

The Board was concerned with more traffic being routed from the beach to the local roads.

Mr. West asked for clarification on the Inn and individual cottages.

Mr. Bissell stated it is an Inn in multiple structures. Two buildings will have 8000 sq. ft. on each floor with 12 units per floor. It will be operated under single management. Mr. Bissell stated each unit will have their own individual septic system.

Ms. Wilson stated that Mr. Plumlee stated that Mr. Friedman is doing this for the community. She lives in the community and from the community meeting that was held the community is not asking for this. Ms. Wilson stated that architecturally it is nice but it is still a commercial development. Ms. Wilson stated it is setting a precedent because other properties that are currently zoned residential could put in a request for conditional rezoning for commercial.

Mr. Clark asked if the beach would be open in front of the development so the public to drive down the beach.

Mr. Bissell stated yes.

Ms. White stated she is a resident of Swan Beach and the president of the Swan Beach Property Association. The members of the Swan Beach Property Association are against the conditional rezoning request and are in agreement with staff recommendations for denial. Ms. White stated this request will lead to incompatible and disruptive activity and will be detrimental to

the general welfare, safety, health and well-being of their community. The community is not requesting any of the services in this proposal. The Swan Beach Property Association is asking that the board deny this request.

Ms. Lanucci stated she is property owner in Swan Beach and is against the rezoning request because it is a drastic change in the landscape of Swan Beach.

Ms. Daniels stated she hopes the board will deny this request and leave it like it is. It has worked in the past and hopefully will work in the future.

Mr. Albrecht stated he is against the rezoning request because of the lack of an adequate infrastructure, septic systems, and not in harmony with residential nature of the community.

Mr. Cherry stated he is the former president of the Swan Beach Property Association. Mr. Cherry stated he lives in a house that had been moved and if the pier was built this would eliminate the ability to do this. Mr. Cherry stated this project is not in harmony with the residential nature of the community and asking that the board deny the request.

Mr. Lampy asked the board to deny this request.

Mr. Plumlee stated what is popular is not always right and what is unpopular is not always wrong. They do believe this project would reduce impacts compared to the results of residential developments at this location. The pier is not the main part of the project. This development will not decrease the value of adjoining properties. This is a lower impact plan. If it is the concern to lessen impacts then you would adopt this plan, if it is the issue of controlling what is happening at all times around you then you would reject it, it is as simple as that.

Ms. Wilson stated she has a letter from the North Swan Beach Property Owners Association, a statement from the C.O.A.S.T. environmental group and the Corolla Wild Horse Fund in opposition to this rezoning request.

PLANNING BOARD ACTION

Ms. Wilson recommended denial with staff recommendations and LUP Policies, OB6, CD5, ES8, ES7, and ES6 to rezone 37.36 acres from Outer Banks Limited Access Residential (R02) to Conditional District- General Business (CD-GB). Ms. Taylor seconded the motion. Motion carried unanimously.

John Morrison, Attorney, for applicant, introduced Mr. Florez, Residential Designer, to review the development concept.

Mr. Morrison, stated that the applicant was going to build residential lodging which is a much safer concept. He reviewed the Staff analysis and stated that this was a political decision to be made by the Board.

Commissioner Rorer questioned if there was a market in the area for this project.

Lars Simonsen, Attorney for Swan Beach Property Owners Association, stated that his clients are opposed to the rezoning request for many reasons. The applicant's proposal would be to change the zoning for only this specific property to "commercial," thereby allowing development of the property in a manner that is inconsistent with the surrounding area, and both prohibited by an incompatibility with the current zoning. They are also asking the county to do illegal spot zoning.

Mr. Simonsen, asked for the people in attendance to stand up if they oppose this rezoning. Majority in attendance stood up against the request.

Sarah McClellan, 4th grade student, requested the Board to save the wild horse habitat.

Elizabeth White, Swan Beach, presented an historical review from her father of the area and opposes the request.

Debra Ianucci, Swan Beach, opposes the request.

Mike Long, Ocean Pearl, opposes the request.

Jane Overstreet, Swan Beach, commented on the impact on the neighborhood and opposes the request.

Lynne Wilson, commented on the eco system and the challenge it poses for the area. She opposes the request.

J.P. Peron, Volunteer Fire Department, commented on the funding and that there is not a paid fire service for the area and opposes the request.

Kim Hadrava, Swan Beach Property Owners Association, opposes the request.

Herbert Curry, Senior Consultant, Washington DC, reviewed the cost to provide services, the negative impacts and this project was not a long term benefit.

Kelly Peters, Knotts Island, opposes the rezoning.

Karen McCalpin, Wild Horse Foundation, commented on the State Horse and protecting the wild horses and opposes the request.

John Howland, opposes the request.

Lillie Daniels, Wanchese, opposes the request.

Janet Rose, commended the Planning staff and Mr. Woody for their work and opposes the request.

Kim Kenyon, opposes the request.

John Morrison, Attorney for applicant, stated that he does not agree that this would be spot zoning.

Commissioner O'Neal stated they requested a work session on commercial use before addressing this request.

Commissioner Rorer, stated that the Board needed a comprehensive plan for business in this area.

Letters opposing request from North Carolina Coastal Federation, US Department of the Interior Fish & Wildlife Service.

There being no further comments, Chairman Aydlett closed the public hearing.

Chairman Aydlett moved to deny the conditional rezoning due to its inconsistency with the 2006 Land Use Plan and that the request is not reasonable and not in the public interest and does not promote orderly growth and development. Commissioner Rorer seconded the motion. Motion carried and was unanimous.

Consideration of Recommendation of Award for Maple Commerce Park Wastewater Treatment Plant

Commissioner O'Neal, moved to award bid to Hatchel Concrete, in the amount of \$1,940,862.20. Commissioner Martin seconded the motion. Motion carried.

Consideration of Ordinance amending Section 3-87 of the Code of Ordinances to make unlawful the feeding of stray animals on any property.

Commissioner Rorer moved to table. Commissioner Martin seconded the motion. Motion carried.

Consideration of Ordinance amending Section 1-8 of Code of Ordinances providing that penalty for violation of certain sections of Chapter 10 shall be Civil Penalty only.

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

AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AMENDING CHAPTER 1, SECTION 1-8 OF THE CURRITUCK COUNTY CODE OF ORDINANCES TO PROVIDE FOR GENERAL PENALTIES FOR CODE VIOLATIONS AND TO MAKE OTHER CORRECTIVE AND CONSISTANCY CHANGES

WHEREAS, pursuant to N.C. Gen. Stat. §153A-123 a county may provide for fines and penalties for violation of its ordinances and may by ordinance provide that violation of a county ordinance subjects the offender to a civil penalty to be recovered by the county in a civil action in the nature of a debt; and

WHEREAS, it is necessary and advisable to provide that the penalty for certain county ordinance violations subject the offender only to civil penalties.

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

Part I. Section 1-8. General penalty; continuing violation of the Currituck County Code of Ordinances is rewritten to read as follows:

Sec. 1-8. General penalty; continuing violations.

(a) Wherever in this Code or in any ordinance of the county any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or wherever in such Code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful or an offense or an infraction or a misdemeanor, where no specific penalty is provided therefor the violation of any such provision of this Code or any such ordinance shall be punished by a fine of not more than \$500.00 or by imprisonment for not more than 30 days for each separate violation; provided, that no fine shall exceed \$50.00 unless the ordinance expressly states that the maximum fine is greater than \$50.00. Each day any violation of this Code or any ordinance shall continue shall constitute a separate offense, unless otherwise specified.

(b) In addition to any criminal penalty set out in this section, violations of this Code shall subject the offender to a civil penalty upon the issuance of a citation for such violation as hereinafter provided. The civil penalty, if not paid to the county finance officer within 15 days of the issuance of a citation, may be recovered by the county in a civil action in the nature of debt. Unless otherwise provided by a specific provision of this Code, such civil penalties shall be no more than \$500.00 for each violation, and each day any single violation continues shall be a separate violation.

Violations of the following provisions of this Code shall, except for the civil remedies provided in subsections (c), (d) and (e) of this section, subject the offender only to a civil penalty:

(1) Chapter 10, sections 57, 58, 59, 60, 61, 62, 63, and 108;

(2) Chapter 12, section 62.

(c) In addition to any civil or criminal penalties set out in this section, any provision of this Code or any other county ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. In such case, the general court of justice shall have jurisdiction to issue such orders as may be appropriate, and it shall not be a defense to the application of the county for equitable relief that there is an adequate remedy at law.

(d) In addition to any civil or criminal penalties set out in this section, any provision of this Code or any other county ordinance that makes unlawful a condition existing upon or use made of real property may be enforced by injunction and order of abatement, and the general court of justice shall have jurisdiction to issue such orders. When a violation of such a provision occurs, the county may apply to the appropriate division of the general court of justice for a mandatory or prohibitory injunction and order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the Rules of Civil Procedure in general and Rule 65 in particular.

(e) In addition to an injunction, the court may enter an order of abatement as a part of the judgment in the cause. An order of abatement may direct that:

- (1) Buildings or other structures on the property be closed, demolished or removed;
- (2) Fixtures, furniture or other movable property be removed from buildings on the property;
- (3) Grass and weeds be cut;
- (4) Improvements or repairs be made; or
- (5) Any other action be taken that is necessary to bring the property into compliance with this Code or such ordinance.

If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he may be cited for contempt, and the county may execute the order of abatement. The county shall have a lien on the property for the cost of executing an order of abatement in the nature of a mechanic's and materialman's lien. The defendant may secure cancellation of an order of abatement by paying all costs of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the clerk of superior court in an amount approved by the judge before whom the matter is heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within a time fixed by the judge. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith.

(f) The provisions of this Code and any other ~~town~~ county ordinances may be enforced by one all or a combination of the remedies authorized and prescribed by this section; except that any provision the violation of which incurs a civil penalty shall not be enforced by criminal penalties.

(g) Except as otherwise specifically provided, each day's continuing violation of any provision of this Code or any other ~~town~~ county ordinance shall be a separate and distinct offense.

(h) A violation of this Code, the penalty for which is a civil penalty, shall be enforced as provided in subsections (i), (j), and (k) of this section.

(i) Upon determination of a violation of any section of this Code, the penalty for which is a civil penalty, the county shall cause a warning citation to be issued to the violator, setting out the nature of the violation, the date of the violation and an order to immediately cease the violation or, if the violation is in the nature of an infraction for which an order of abatement would be appropriate in a civil proceeding, stating a reasonable period of time in which the violation must be abated. The warning citation shall specify that a second citation shall incur a civil penalty. The initial issuance of a warning citation upon a violator as provided above shall not be required for the immediate imposition of civil penalties for a determination of a violation of any of the following provisions:

- (1) Chapter 3, Section 3-36;
- (2) Chapter 9, Section 9-4, Section 9-7, Section 9-33;
- (3) Chapter 10, Section 10-57, 10-58, Section 10-59, Section 10-60 Section 10-61, Section 10-62(b); ~~Section 10-62(e)~~; Section 10-63(e), Section 10-64, Section 10-104 and Section 10-108;
- (4) Chapter 12, Section 12-62;

(j) Upon failure of the violator to obey the warning citation, a civil citation shall be issued by the appropriate official of the ~~town~~ county and either served directly on the violator or his duly designated agent, or registered agent if a corporation, in person or posted in the United States mail service by first class mail addressed to the last known address of the violator as contained in the records of the ~~town~~ county, or obtained from the violator at the time of the issuance of the warning citation. The violator shall be deemed to have been served upon the mailing of such citation. The citation shall direct the violator to ~~appear before the town treasurer, located in the town hall,~~ within 15 days of the date of the citation, ~~or alternatively to pay the citation by mail.~~ The violation for which the citation is issued must have been corrected by the time the citation is paid; otherwise, further citations shall be issued. Citations may be issued for each day the offense continues until the prohibited activity is ceased or abated. Within a 12-month period, any repeat violation for which a notice of violation, warning citation, or civil citation has been issued shall be considered a continuation of the original violation.

(k) If the violator fails to respond to a citation within 15 days of its issuance and pay the penalty prescribed therein, the county may institute a civil action in the nature of debt in the appropriate division of the state general court of justice for the collection of the civil penalty.

PART II. Section 10-54. Violation of division. of the Currituck County Code of Ordinances is stricken in its entirety as follows:

~~Sec. 10-54. Violation of division.~~

~~Whoever violates any provision of this division shall, upon conviction, be punished by a fine of not more than \$500.00 or by imprisonment for not more than 30 days for each separate violation.~~

Appointments to Game Board

Commissioner Etheridge moved to appoint Clay Cartwright, Commissioner O'Neal re-appointed Jimmy Markert and Commissioner Martin appointed Chandler Sawyer. Members were appointed by acclamation.

Appointment to JCPC Board to replace Donald Cooper

Tabled

Appointments to Agricultural Advisory Board

Tabled

Consent Agenda:

1. Proclamation for County Employee Health and Fitness Day
2. Resolution Designating Agent for Currituck County for Tornados on 4/16/2011
3. Resolution Opposing "Game Fish Status"
4. Budget Amendments
5. Approval of May 2, 2011, Minutes

Commissioner O'Neal moved to approve. Commissioner Martin seconded the motion. Motion carried.

Currituck County Employee Health and Fitness Day

Proclamation

WHEREAS, Currituck County Government is concerned about the health of its employees; and

WHEREAS, May 20, 2011, is designated Currituck County Employee Health and Fitness Day; and

WHEREAS, heart disease and cancer are the two leading causes of death in Currituck and are largely affected by what we eat and how physically active we are; and

WHEREAS, employers with highly effective health and productivity management programs have cost increases that are: 5 times lower for sick leave; 4.5 times lower for long-term disability; 4 times lower for short-term disability; and 3.5 times lower for general health care coverage.

WHEREAS, regular physical activity has curative and protective health benefits and can improve the quality of life for everyone; and

WHEREAS, a healthier populace means long-term cost savings for our county government; and

WHEREAS, County government shall encourage more physical activity opportunities for their employees; and

WHEREAS, County employees are becoming more aware of the need to eat smart and move more to improve their quality of life and reduce health care costs; and

WHEREAS, more fitness and nutrition educational programs shall be offered to county employees that support and encourage physical activity, healthy eating and worksite wellness;

NOW, THEREFORE, the Currituck Board of Commissioners hereby proclaims May 20, 2011, as Currituck County Employee Health & Fitness Day.

**RESOLUTION
OPPOSING “GAME FISH STATUS”**

WHEREAS, the Fisheries Reform Act (FRA) recognizes that commercial fishermen perform an essential function by providing wholesome food for the citizens of the State while struggling to earn a living in an industry whose resources are managed by both State and Federal agencies and whose labor accounts for revenue, jobs, and a significant tax base; and

WHEREAS, designating “Game Fish Status” for Red Drum, Striped Bass, Spotted Sea Trout and other fish species will deprive consumers in North Carolina and across the nation of access to fresh locally harvested seafood; and

WHEREAS, allocating 100% of the resource to less than 3% of the population of our state and to specific user groups would be a travesty of fairness, a violation of the FRA, and devastating to the economies of coastal communities; and

WHEREAS, degrading a resource to “Game Fish Status Only” has never enhanced the resource, and will threaten coastal communities with the loss of jobs and access for all citizens; and

WHEREAS, North Carolina as a recognized leading producer of seafood has one of the most diverse fisheries in the United States and should be allowed to continue harvesting wild caught fish species in order to bring to market a wonderfully fresh, sustainably managed, revenue producing, protein resource for all its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Currituck County Board of Commissioners requests the North Carolina General Assembly oppose “Game Fish Status” and honor the Fisheries Reform Act by continuing to make all fish species available for the benefit and enjoyment of all North Carolina citizens.

Debit	Credit
Decrease Revenue	Increase Revenue

<u>Account Number</u>	<u>Account Description</u>	or	
		<u>Increase Expense</u>	<u>Decrease Expense</u>
10797-534000	Wellness Program	\$ 1,720	
10797-514000	Travel		\$ 300
10330-448600	FIT Communities Grant		\$ 1,420
		<u>\$ 1,720</u>	<u>\$ 1,720</u>

Explanation: *FIT Communities Grant (10797)* - To record increase in grant funding.

Net Budget Effect: Operating Fund (10) - Increased by \$1,420.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense	
10796-545000	Contracted services	\$ 1,190			
10796-532000	Supplies			\$ 1,190	
		<u>\$ 1,190</u>		<u>\$ 1,190</u>	

Explanation: *Rural Center (10796)* - Transfer funds for concrete walk-way at the Rural Center.

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	
10795-590000	Capital Outlay	\$ 3,000			
10795-513000	Utilities - Schools			\$ 1,000	
10795-516000	Repairs & Maintenance - Schools			\$ 1,000	
10795-526000	Advertising			\$ 1,000	
		<u>\$ 3,000</u>		<u>\$ 3,000</u>	

Explanation: *Parks & Recreation (10795)* - Transfer funds for a sign at Sound Park.

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

Debit		Credit	
Decrease Revenue or		Increase Revenue or	

<u>Account Number</u>	<u>Account Description</u>	<u>Increase Expense</u>	<u>Decrease Expense</u>
10441-545000	Contracted Services	\$ 4,480	
10441-590000	Capital Outlay		\$ 4,480
		<u>\$ 4,480</u>	<u>\$ 4,480</u>

Explanation: *Information Technology Services (10441)* - To transfer funds for installation, configuration, migration and training for the Exchange server.

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
10660-516200	Vehicle Maintenance	\$ 300	
10660-514500	Training & Education	\$ 4	
10660-526000	Advertising		\$ 300
10660-514800	Fees Paid to Officials		\$ 4
		<u>\$ 304</u>	<u>\$ 304</u>

Explanation: *Planning (10660)* - Transfer funds for emergency repair to Planning Jeep brakes and training.

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
18609-545000	Contracted Services	\$ 480	
18330-449900	Miscellaneous Grants		\$ 480
		<u>\$ 480</u>	<u>\$ 480</u>

Explanation: *Hog Bridge Ditch Watershed Improvement District (18609)* - Increase appropriations to record grant funds received.

Net Budget Effect: Hog Bridge Ditch Watershed Improvement District Fund (18) - Increased by \$480.

Debit Credit

<u>Account Number</u>	<u>Account Description</u>	Decrease Revenue or <u>Increase Expense</u>	Increase Revenue or <u>Decrease Expense</u>
10775-503000	Salaries - Part time	\$ 2,500	
10775-505000	FICA Expense	\$ 192	
10775-511000	Telephone & Postage	\$ 400	
10775-511010	Data Transmission	\$ 150	
10775-514800	Fees Paid to Officials	\$ 300	
10775-514500	Training & Education	\$ 62	
	Contract Services -		
10775-545000	Nutrition		\$ 550
10775-561300	Instructor Fees		\$ 362
10775-506000	Insurance Expense		\$ 2,692
		<u>\$ 3,604</u>	<u>\$ 3,604</u>

Explanation: Senior Centers (10775) - Transfers for operations for the remainder of this fiscal year.

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

<u>Account Number</u>	<u>Account Description</u>	Debit Decrease Revenue or <u>Increase Expense</u>	Credit Increase Revenue or <u>Decrease Expense</u>
60808-545005	Purchase Water from Another	\$ 40,000	
60360-470001	Utilities Charges - Sewer		\$ 20,000
	Retained Earnings		
60390-499900	Appropriated		\$ 20,000
		<u>\$ 40,000</u>	<u>\$ 40,000</u>

Explanation: Ocean Sands Water and Sewer District Fund (60808) - Increase appropriations for increased water usage.

Net Budget Effect: Ocean Sands Water and Sewer District Fund (60) - Increased by \$40,000.

<u>Account Number</u>	<u>Account Description</u>	Debit Decrease Revenue or <u>Increase Expense</u>	Credit Increase Revenue or <u>Decrease Expense</u>
10450-514000	Travel		\$ 450
10450-514500	Training & Education	\$ 450	

\$	450	\$	-
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Explanation: *Tax (10450)* - Transfer for continuing education required by NC Dept of Revenue to be completed by June 30.

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
10752-590443	Technology > \$1,000 - Spec Adopt	\$ 4,500	
10752-532003	Supplies - Special Adoption		\$ 4,500
		<u>\$ 4,500</u>	<u>\$ 4,500</u>

Explanation: *Public Assistance (10752)* - Transfer funds to purchase 2 computers for special adoption assistance.

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
10530-513000	Utilities	\$ 450	
10530-511000	Postage/Telephone	\$ 3,250	
10530-553000	Dues and Subscriptions	\$ 200	
10530-503500	Temporary Services	\$ 5,000	
10530-532000	Supplies	\$ 1,250	
10530-533900	Ambulance Supplies	\$ 2,400	
10530-516200	Vehicle Maintenance	\$ 2,000	
10530-531000	Gas, Oil, etc.	\$ 20,000	
10530-557100	Software License Fee	\$ 1,000	
10530-506000	Insurance Expense		\$ 21,000
10530-545000	Contracted Services		\$ 11,500
10530-511010	Data Transmission		\$ 850
10530-514800	Fees Paid to Officials		\$ 1,000
10530-516000	Repairs and Maintenance		\$ 1,200
		<u>\$ 35,550</u>	<u>\$ 35,550</u>

Explanation: *Emergency Medical Services (10530)* - Transfer funds for operations for the remainder of this fiscal 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
10511-513000	Utilities	\$ 5,000	
10511-547000	Meals		\$ 5,000
10510-532001	Canine Supplies	\$ 1,500	
10510-506000	Insurance Expense		\$ 1,500
		<u>\$ 6,500</u>	<u>\$ 6,500</u>

Explanation: *Sheriff (10510); Jail (10511)* - Transfer for operations for the remainder of this fiscal 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
10460-511000	Telephone & Postage	\$ 400	
10460-513000	Utilities	\$ 6,500	
10460-532000	Supplies	\$ 3,000	
10460-561000	Professional Services		\$ 9,900
10490-532003	Supplies	\$ 700	
10490-516000	Repairs & Maintenance		\$ 700
63838-545900	Tire Disposal	\$ 15,000	
63838-571500	Recycling		\$ 15,000
		<u>\$ 25,600</u>	<u>\$ 25,600</u>

Explanation: *Public Works (10460); Court Facilities (10490); Solid Waste (63838)* - Transfer for operations for the remainder of this fiscal year.

Net Budget Effect: Operating Fund (10) - No change.
Solid Waste Fund (63) - No change.

Commissioner's Report

Commissioner Martin requested the county look at funding for Animal Shelter for the 1st year.

Commissioner O'Neal stated that we should get a conceptual plan for Shelter.

Commissioner Etheridge commented on the commitment with the ALAL and work on the cost and size of shelter. He also attended the Rural Farm Center's event over the weekend.

Chairman Aydlett commented on the Project Emmanuel Project at the Knotts Island Ruritan. He also read a letter from Senator Hagan supporting the COA project.

County Manager's Report

Dan Scanlon, County Manager, stated that the County EMS would have a safety demonstration at the high school during prom week on the hazards of drinking and driving.

Adjourn

There being no further business, the meeting adjourned.

MUTUAL AID AGREEMENT

**U.S. Department of the Interior
Fish and Wildlife Service**

MACKAY ISLAND & CURRITUCK NWR

and

State of NORTH CAROLINA

County/City of CURRITUCK COUNTY

This Mutual Aid Agreement is entered into by and between all Parties:

SECTION 1: Recitals

WHEREAS, the State and local jurisdictions have the primary responsibility for its Citizens and will coordinate first response during a natural or man-caused disaster; AND

WHEREAS, the Parties recognize natural or man-caused disasters can and do threaten the people and communities located within the Region to damage, injury, and loss of life and property resulting from a disaster event, and recognize that these events may present equipment and manpower requirements beyond the capacity of each individual Party; AND

WHEREAS, these natural or man-caused disasters often strike with little or no advanced warning requiring advance planning to reduce lag time in emergency response and aid in recovery operations; AND

WHEREAS, the Parties recognize that in the past, mutual aid has been provided between or among the Parties have a long history of positive cooperation in the form of personnel, supplies and equipment during disasters and/or civil emergencies and during cleanup periods; AND

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of mutual aid and protection of life and property in the event of a disaster and/or civil emergency; AND

WHEREAS, the Service administers lands and waters located within the administrative jurisdiction of the cooperating agency; the Service has employees that are trained in water craft operations, heavy equipment operations, chain saw operation, wild-land fire control, and other specialized operations or services, AND

WHEREAS, immediate action is often required to protect and/or secure the safety of citizen life and property, and/or wildlife and its habitat; AND

WHEREAS, the Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, ensure that adequate equipment is available, and ensure that mutual aid is accomplished in the minimum time possible; AND

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 2: Agreement

The Parties hereby mutually agree to assist each other in the event of a natural or man-caused disaster that is beyond their respective ability to alleviate the result of the disaster on their own.

This Agreement may be activated in the event of a natural or man-caused disaster may be activated in the event of either:

- (a) a Presidential, State, or other local emergency declaration; or
- (b) the finding of an emergency by the Emergency Management Coordinator or other duly authorized agent of the State or County/City governing body of a Party; or
- (c) a significant event impacting Homeland Security.

Upon activation of the Agreement, the Fish and Wildlife Service agrees to respond as delineated in the Department of the Interior, Departmental Manual - 900 DM 1.1 – 1.10, (see Attachment 1), and shall continue, whether or not the disaster event is still active, until the services of the Party rendering aid are no longer required or when the officer in charge of the forces of the Party rendering aid determines, in his/her sole discretion, that further assistance should not be provided.

SECTION 3: Requests for Mutual Aid

(A) Local Disaster. In the event of a local disaster declaration, the Emergency Management Coordinator or other duly authorized agent of the Party seeking mutual aid shall make the request directly to the Authorized Representative of the Assisting Party from whom aid is sought. A Party from whom mutual aid is sought shall furnish mutual aid to cope with the disaster to the requesting Party, subject to the terms of this Agreement. In the event of a widespread disaster affecting more than one Party, each affected Party shall utilize its respective coordinating group for the provision of mutual aid.

(B) DISASTER THREAT. In the event of an imminent threat of an emergency such that local capabilities are or are predicted to be exceeded, the Emergency

Management Coordinator or other duly authorized agent of the Party seeking mutual aid shall make the request directly to the Authorized Representative of the Assisting Party from which assistance is sought. As all Parties will likely be involved in preparations for a known disaster, requests for mutual aid of this type are optional and it is inherent that the requesting Party will have exhausted all local capabilities prior to making a request from the Assisting Party.

(C) CONDITIONS. The furnishing of resources under this Agreement is subject to the following conditions:

- (a) Requests for assistance must be made in writing;
- (b) A request for aid shall specify the amount and type of resources being requested, the location where the resources are to be dispatched, and the specific time such resources are needed;
- (c) The Assisting Party shall take such action as is necessary to provide and make available the resources requested, provided however, that the Assisting Party, in its sole discretion, shall determine what resources, if any, it has available to respond to the request; and
- (d) The Assisting Party shall report to the officer in charge of the Requesting Party's forces at the location to which the resources are dispatched.
- (e) When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party, the response effort to which SHALL be organized and functioning within an Incident Command System (ICS) or Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, upon reasonable notice to the Requesting Party.
- (f) At least twenty-four hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party unless such notice is not practicable, in which case such notice as is reasonable shall be provided;

(g) Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance;

(h) Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units;

(i) Whenever the officials, employees and volunteers of the Assisting Party are rendering aid pursuant to this Agreement, such persons shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation, incidental to their employment or position;

(j) The initial duration of a request for assistance will be specified by the Requesting Party, to the extent possible by the situation.

(k) Within ten (10) days of the return of all personnel deployed under this Regional Mutual Aid Agreement, the Requesting Party will prepare a Summary Report of the event, and provide copies to each Assisting Party. The report shall include a chronology of events and description of personnel, equipment and materials provided by one party to the other.

SECTION 4. Reimbursable Expenses

The terms and conditions governing reimbursement for any assistance provided pursuant to this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the Event Agreement.

A. **PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses (including travel expenses, benefits, workers' compensation claims and expenses) incurred during the period of assistance, unless agreed to otherwise by the parties in the Event Agreement.

B. **EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party 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 some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228, or other regulations in effect at the time of the Disaster Event.

(a) Each Party shall maintain its own equipment in safe and operational condition.

(b) At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

C. MATERIALS AND SUPPLIES. The Assisting Party 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, maintenance materials, labor and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Party's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the disaster. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged.

D. RECORD KEEPING. The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party in accordance with existing policies and practices. Upon the declaration of a state or federal disaster, the Requesting Party and Division of Emergency Management personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.

E. PAYMENT. Unless otherwise mutually agreed, the Assisting Party shall bill the Requesting Party for all reimbursable expenses with an itemized statement as soon as practicable after the 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 applicable federal or State regulations. The Requesting Party shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the statement, unless otherwise agreed upon.

SECTION 5: Term

This Agreement will be effective upon the day each party signs the agreement. Upon date of last signature, the Agreement shall remain in effect for five calendar years (January 1 – December 31).

SECTION 6: Modification Procedures

This Agreement may be revised and/or modified as necessary, by mutual consent of both parties, by written amendment signed and dated by both Parties.

SECTION 7: Resolving Disagreements

If a dispute should arise between the parties that cannot be settled by the designated project managers, then it will be referred first to the level of the appropriate Assistant Regional Director for the Fish and Wildlife Service and to the appropriate supervisor within the State or local government, for further fact-finding and efforts at resolution. If those efforts should also fail, then the dispute will be referred to the Regional Director or Deputy Regional Director of the Fish and Wildlife Service and to the appropriate elected or appointed official for State or local government. At any stage, third party mediators or arbitrators may be brought in if agreed by both Parties. The parties may also decide to terminate the agreement at any stage of the dispute in accordance with the Termination clause herein.

SECTION 8: Termination Provisions

This agreement may be terminated by either party by giving notification in writing thirty (30) days in advance. Termination of the agreement will then occur after all debts (if any) which have been identified by either Party are paid and/or resolved. Both parties will sign a Termination Agreement that is acceptable to both parties before the agreement is fully terminated.

SECTION 9: Expending Funds

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

In addition, nothing contained in this Agreement shall be construed as binding the Fish and Wildlife Service to expend in any one fiscal year any sum in excess of appropriation made by Congress, for the purpose of this Agreement for that fiscal year, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations. Nor does anything contained in this Agreement obligate the State or County/City to expend funds not appropriated and administratively allocated to support the purposes of this agreement.

Section 10: Required Clauses

A. During the performance of this Agreement, the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin.

B. No member or delegate to Congress, or resident Commissioner shall be admitted to any share or part of this Agreement, or any benefit that may arise there from, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

Section 11: Liability Clause

Pursuant to 42 U.S.C. 5148 the Federal Government shall not be liable for any claim based upon the exercise or performance or the failure to exercise or perform a discretionary function or duty on the part of a Federal Agency or an employee of the Federal Government in carrying out the activities authorized hereunder. The extent of any nonfederal liability shall be governed by the laws of State government.

SECTION 16: Other Mutual Aid Agreements

It is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in civil emergency and/or disaster situations, and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions this Agreement shall be superior to any such individual contract.

Specifically, the existence of this Agreement shall not prevent a municipality, county, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity.

Additionally, the existence of this Agreement shall not prevent any Party hereto from providing immediate emergency assistance.

MUTUAL AID AUTHORIZATION AGREEMENT

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

U.S. DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

Please Complete Contact Information

Primary:

Contact Name: DAN SCANLON, COUNTY MANAGER

Office Number: 252-232-2075

24 Hour Contact No. 252-232-2216 – CENTRAL COMMUNICATIONS

E-mail address: Dan.Scanlon@CurrituckCountyNC.gov

Alternate:

Contact Name: MARY BETH NEWNS, EM DIRECTOR

Office Number: 252-232-2115

24 Hour Contact No. 252-232-2216 – CENTRAL COMMUNICATIONS

E-mail address: Mary.Newns@CurrituckCountyNC.gov

Attachment 1: Department of the Interior, Departmental Policy Manual

900 DM 1.10 Immediate Emergency Response. When an imminently serious condition occurs in the immediate vicinity of Departmental resources, local field personnel of the Department's bureaus or offices are authorized, in response to the request of local governmental authorities, to take necessary action to protect human life, property, or the environment if the response would be impaired by the delay required to seek the approval of senior officials.

- A. Immediate Emergency Response means necessary action taken by local field personnel in response to the imminently serious condition.
- B. For this purpose, local governmental authorities include Federal, State, local, or tribal entities in the immediate vicinity affected by the imminently serious condition.
- C. Field personnel that have undertaken an Immediate Emergency Response must promptly advise their bureau or office management and the Department's Watch Office of the actions taken.
- D. Immediate Emergency Response to local governmental authorities should be provided on a cost-reimbursable basis whenever possible. However, such response should not be delayed or denied because of the inability or unwillingness of the local governmental authority to make a commitment to reimburse the Department, bureau, or office for such response.
- E. Examples of Immediate Emergency Response assistance to local governmental authorities are:
 - (1) Rescue, evacuation, and emergency medical treatment of persons; maintenance or restoration of emergency medical capabilities; and safeguarding the public health.
 - (2) Emergency restoration of essential public services (including fire-fighting, water, communications, transportation, power, and fuel).
 - (3) Emergency clearance of debris or rubble from public facilities and other areas to permit rescue or restoration of essential services.
 - (4) Safeguarding, collecting, and distributing, food and essential supplies
 - (5) Damage assessment.
 - (6) Interim emergency communications.

BOARD OF COMMISSIONERS

O. Vance Aydlett, Chairman

John D. Rorer, Vice-Chairman

J. Owen Etheridge

S. Paul O'Neal

Marion J. Gilbert

Paul R. Martin

H.M. "Butch" Petrey

County Manager's Office
Post Office Box 39
Currituck, North Carolina 27929-0039
Telephone (252) 232-2075 / Fax (252) 232-3551
State Courier # 10-69-17

DANIEL F. SCANLON II
County Manager

DONALD I. McREE, JR.
County Attorney

GWEN H. KEENE, CMC
Clerk to the Board

June 6, 2011

Ms. Laurie Lee
Director
ABC Commission
4307 Mail Service Center
Raleigh, NC 27699-4307

Dear Ms. Lee:

During a meeting held by the Currituck County Commissioners on June 6, 2011, the Board approved the Currituck County ABC Board Travel Expense and Reimbursement Policy. This policy was adopted by the Currituck County ABC Board on February 25, 2010. This is the same policy that the County has adopted for County employees.

If you need additional information, please do not hesitate to contact me.

Sincerely,

Gwen H. Keene, CMC
Clerk to the Board

Cc: Board of Commissioners
David Collins, Supervisor, ABC Board

R E S O L U T I O N

WHEREAS, the Board of Commissioners of Currituck County, North Carolina during its regularly scheduled meeting held on June 6, 2011 authorized the following, pursuant to GS 160A and 270(b), that the property listed below, from Communications be disposed of and sent to County landfill:

CURR004A	CURR004	12/31/1999 MSF-5000	474CMQ0093	Currituck 911 Local Med
CURR004A	CURR004	12/31/1999 MSF-5000	474CMQ0117	Currituck 911 Med 10 Base

ADOPTED, this 6th day of June, 2011.

O. Vance Aydlett
Currituck County Board of Commissioners

ATTEST:

Gwen H. Keene, CMC
Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners as the Currituck County Tourism Development Authority, at a meeting on the 6th day of June, 2011 , passed the following amendment to the budget resolution for the fiscal year ending June 30, 2011.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
15447-587010	T T - Operating Fund	\$ 37,376	
15320-415000	Occupancy Tax		\$ 37,376
		<u>\$ 37,376</u>	<u>\$ 37,376</u>

Explanation: *Occupancy Tax Tourism Related (15447)* - Transfer funds from Occupancy Tax to the operating fund for additional EMS staffing at Corolla from Memorial Day through June 30, 2011.

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$37,376.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF CURRITUCK, NORTH CAROLINA, DESIGNATING CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES (THE “BANK”) AS THE BANK OF RECORD FOR AN IMPREST EXPENDITURE ACCOUNT FOR HEALTH BENEFITS FOR THE COUNTY OF CURRITUCK.

PREAMBLES

WHEREAS, the County of Currituck, North Carolina (the “***County***”), is a duly and regularly created, organized and validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “***State***”); and

WHEREAS, the Board of Commissioners of the County (the “***Board***”) has and shall exercise the responsibility of developing and directing the fiscal policy of the County’s government under Section 153A-101 of the General Statutes of North Carolina, as amended; and

WHEREAS, the County recognizes that in order for it to provide for the timely funding for Insurance for Employee Health Benefits, it has been and will be necessary for the County open imprest expenditure account;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF CURRITUCK, NORTH CAROLINA, AS FOLLOWS:

Section 1: That Citibank, N.A., its branches, subsidiaries and affiliates (the “***Bank***”) be and hereby is designated to open an Imprest Expenditure Account for Health Benefits for the County of Currituck; and Daniel F. Scanlon II, County Manager and Sandra L. Hill, Finance Director are hereby authorized (i) to open and close accounts in the name of the County, (ii) to execute and deliver agreements or instructions for Bank products and services, electronic banking, or other agreements relative to financial and banking transactions, including custodial services and wire transfers, among others, which agreements or instructions may establish special authorizations and limitations pertaining to the accounts different from the authorizations and limitations contained herein and to change such special authorizations and limitations from time to time, (iii) to sign for and on the behalf of the County, any and all checks, drafts or other orders with respect to any funds at any time to the credit of the County with the Bank and/or against any account(s) of the County maintained at the time with the bank, inclusive of any such checks, drafts, or other orders in favor of any of the above-designated officer(s) and /or other person(s), even if such checks, drafts or other orders create an overdraft on any account(s) of the County and (iv) to make withdrawals at any time of any such funds or from any such account(s) by any other means permitted by the Bank, including (without limitation) a debit card, a credit card, a terminal or other device or facility providing access to any such funds or account(s) even if such withdrawals create an overdraft on any account(s) of the County; and that the Bank be and hereby is authorized (a) to open and close such accounts for the County; (b) to pay such checks, drafts or orders, and honor such withdrawals, by debiting any account(s) of the County then maintained with it whether or not any of the foregoing creates an overdraft in any account of the County; (c) to receive for deposit to the credit of the County, and/or for collection for the account of the County, any and all checks, drafts, notes or other instruments for the payment of money, whether or not endorsed by the County, which may be submitted to it for such deposit and/or collection, it being understood that each such item shall be deemed to have been unqualifiedly endorsed by the County; and (d) to receive, as the act of the County, any and all stop-payment instructions with respect to any such checks, drafts, or other orders as aforesaid and reconciliation(s) of account when given by any one or more of the officer(s) and/or other person(s) as

herein before designated. The authorization provided in (1) and (ii) may be performed electronically, and the digital signature of a person authorized above will be binding on the County.

Section 2: That Daniel F. Scanlon, II, County Manager and Sandra L. Hill, Finance Director are hereby authorized to conduct all transactions as described in Paragraph 1 and in addition are authorized to make any changes to the designation of persons or entities authorized to conduct transactions as described in Paragraph 1.

Section 3: That any and all withdrawals of money and/or other transactions or instructions heretofore had on behalf of the County with the Bank are hereby ratified, confirmed and approved, and that the Bank (and any interested third party) may rely upon the authority conferred by this entire resolution unless, and except to the extent that, this resolution shall be revoked or modified by any subsequent resolution of the County, and until a certified copy of such subsequent resolution has been received by the Bank and the Bank has had a reasonable opportunity to act thereon.

Section 4: That (1) the Bank is further authorized to honor each check, draft or other order of payment of money (and "Item") drawn in the name of the County, including Items payable to the order of any person authorized to sign on behalf of the County, when bearing or purporting to bear any of the facsimile or printed signatures appearing on a Bank signature card for the County, regardless of by whom or by what means the actual or purported signature may have been affixed thereto or printed thereon and (ii) all previous authorizations for the signing and honoring of items are hereby ratified and continued in full force effect as amplified hereby.

Section 5: That the Chairman of the Board and Clerk to the Board are authorized and directed to certify to the Bank the names of the present officers of the County and other persons authorized to sign for it, and the offices respectively held by them, together with specimens of their signatures and from time to time as changes in such personnel are made, immediately to certify such changes to the Bank, and the Bank shall be fully protected in relying on such certifications.

That the County Manager and/or Clerk to the Board or any other officer of the County be and hereby is authorized and directed to certify to the Bank that this resolution has been duly adopted, is in full force and effect and is in accordance with the provisions of the charter.

Section 6: That the County acknowledges and agrees that accounts are subject to the Bank's terms and conditions for accounts, as same may be amended from time to time.

Section 7: **Effective Date:** This Resolution shall become effective on the date of its adoption.

PASSED, ADOPTED AND APPROVED this 6th day of June , 2011.

Chairman of the Board

STATE OF NORTH CAROLINA

COUNTY OF CURRITUCK

I, Gwen H. Keene, CMC, the duly appointed Clerk to the Board of Commissioners of the County of Currituck, North Carolina, do hereby certify that the foregoing is a true and accurate copy of the resolution which was passed by the Board of Commissioners of the County of Currituck, North Carolina, at its meeting duly called and held _____, 2011, to become effective on the date of its adoption, and that such resolution has been duly recorded in the minutes of the County.

WITNESS my hand the corporate seal of the County of Currituck, North Carolina, this the ___ day of _____, 2011.

[SEAL]

By: _____
Gwen H. Keene, CMC,
Clerk to the Board of Commissioners