



**Board of Commissioners
Agenda Packet**

May 2, 2022

Work Session

5:00 PM Budget Review

6:00 PM Call to Order

- A) Invocation & Pledge of Allegiance
- B) Approval of Agenda

Public Comment

Please limit comments to matters other than those appearing on this agenda as a Public Hearing. Public comments are limited to 3 minutes.

Commissioner's Report**County Manager/Attorney Reports****Administrative Reports**

- A) Trillium Annual Report to the Board of Commissioners-Bland Baker, Northern Regional Director

New Business

- A) Consideration of NC Statewide Emergency Management Mutual Aid and Assistance Agreement
- B) Consideration of Revisions to the Currituck County Personnel Policy
- C) Resolution Supporting Construction of the Mid-Currituck Bridge and its Continued Inclusion in the State Transportation Improvement Plan
- D) Proclamation - May 2022 as Older Americans Month
- E) Amended Item: Commissioner Board Appointment-Albemarle Regional Planning Organization
- F) Consent Agenda
 - 1. Budget Amendments
 - 2. Currituck County Settlement Agreement with Godfrey Construction-Corolla ABC Store
 - 3. Change Order #1-Dune Walkover Construction, Phase II
 - 4. Surplus Resolution-EMS Ambulance
 - 5. Resolution for Appointment of Review Officers
 - 6. Request to Dispose of Records-Department of Social Services
 - 7. Approval Of Minutes-April 18, 2022

Closed Session

Closed Session Pursuant to G.S. 143-318.11(a)(6) to Discuss Personnel Matters

Adjourn



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3413)

Agenda Item Title: 5:00 PM Budget Review

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Discussion

Brief Description of Agenda Item:

Commissioners requested additional information and analysis on specific budget items discussed during the budget work sessions. Updated information will be presented to the Board for consideration and discussion.

Potential Budget Affect: TBD

Is this item regulated by plan, regulation or statute? No

Manager Recommendation:



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3335)

Agenda Item Title: Trillium Annual Report to the Board of Commissioners-Bland Baker,
Northern Regional Director

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Information

Brief Description of Agenda Item:

Bland Baker, Regional Director of Trillium Health Services, will present the annual report to Commissioners.

Potential Budget Affect: N/A

Is this item regulated by plan, regulation or statute? No

Manager Recommendation:



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3414)

Agenda Item Title: Consideration of NC Statewide Emergency Management Mutual Aid and Assistance Agreement

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

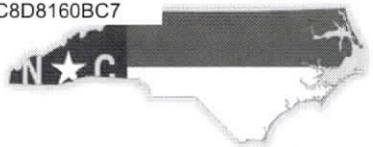
Request approval of a mutual aid agreement between the County and the State of North Carolina.

Potential Budget Affect: N/A

Is this item regulated by plan, regulation or statute? No

Manager Recommendation:

2160



NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT REVISION -2022

FOR THE

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

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

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

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

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

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

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

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

Attachment: NC Statewide EM Mutual Aid Agreement (NC Statewide Emergency Management Mutual Aid and Assistance Agreement)

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

SECTION I. DEFINITIONS

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

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

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

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

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident.

"Emergency Area" The geographical area covered by a state of emergency.

"Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15.

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

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

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

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

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

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

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

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

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION V. SUPERVISION AND CONTROL

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

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

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

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

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

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

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

SECTION VII. REIMBURSEMENTS

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

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

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

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

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

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

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

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

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

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

SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES

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

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

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

Attachment: NC Statewide EM Mutual Aid Agreement (NC Statewide Emergency Management Mutual Aid and Assistance Agreement)

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

employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

SECTION X. IMMUNITY

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

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

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

SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

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

SECTION XIII. AMENDMENTS

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

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

the Recipient and Provider.

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

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

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

SECTION XV. HEADINGS

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

SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

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

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

SECTION XVII. EFFECTIVE DATE

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

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

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

DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

BY:

William C. Ray, Director
Division of Emergency Management

Date:

BY: _____

WITNESS: _____

Chief Executive Officer/Local Government

Name:

Title:

Name of Unit: County Government
Administration

Date:

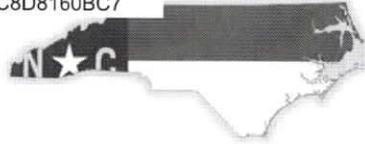
APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel
Department of Public Safety

Date:

Attachment: NC Statewide EM Mutual Aid Agreement (NC Statewide Emergency Management Mutual Aid and Assistance Agreement)



LIST OF AUTHORIZED REPRESENTATIVES TO CONTACT FOR EMERGENCY ASSISTANCE

FOR THE County of Currituck

MAILING ADDRESS: 153 Courthouse Rd
Suite 204
Currituck, NC 27929

DATE:

PRIMARY REPRESENTATIVE

NAME: Mary Beth News

TITLE: Emergency Management Director

DAY PHONE: 252-232-2115

NIGHT PHONE: 252-232-2216

CELL PHONE: 252-202-7130

FAX: 252-232-2750

FIRST ALTERNATE REPRESENTATIVE

NAME: Steven Pyle

TITLE: Deputy Emergency Management Coordinator

DAY PHONE: 252-232-2115

NIGHT PHONE: 252-232-2216

CELL PHONE: 252-232-8517

FAX: 252-232-2750

SECOND ALTERNATE REPRESENTATIVE

NAME: Ike McRee

TITLE: County Manager

DAY PHONE: 252-232-2075

NIGHT PHONE: 252-232-2216

CELL PHONE: 252-339-4195

FAX: 252-232-3551

Attachment: NC Statewide EM Mutual Aid Agreement (NC Statewide Emergency Management Mutual Aid and Assistance Agreement)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3421)

Agenda Item Title: Consideration of Revisions to the Currituck County Personnel Policy

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Revisions to personnel policy to address matters related to political activity and holiday hours.

Potential Budget Affect: N/A

Is this item regulated by plan, regulation or statute? No

Manager Recommendation:

**RESOLUTION OF THE BOARD OF COMMISSIONERS FOR
CURRITUCK COUNTY, NORTH CAROLINA AMENDING SECTIONS
503 AND 603 OF THE CURRITUCK COUNTY PERSONNEL POLICY
PERTAINING TO COUNTY EMPLOYEE POLITICAL ACTIVITY AND
EMPLOYEE PAY FOR WORK ON HOLIDAYS**

WHEREAS, under N.C. Gen. Stat. §153A-94 the Currituck County Board of Commissioners has adopted the Currituck County Personnel Policy to promote the hiring and retention of capable, diligent and honest career employees; and

WHEREAS, under N.C. Gen. Stat. §153A-81 the Currituck County Board of Commissioners has adopted the county-manager form of government that, among other things, grants to the Board of Commissioners' appointed county manager responsibility and authority to hire, direct and supervise county employees; and

WHEREAS, the election of a county employee to the office of county commissioner would create an intolerable conflict by placing the county employee in a position as county commissioner to hire, direct or supervise the county employee's supervisor or in the untenable position of acting on matters that might relate to the county employee commissioner's financial interest; and

WHEREAS, it is desirable and necessary to clarify compensation for regular full-time employees required to perform work on regularly scheduled holidays.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for Currituck County, North Carolina that:

Section 1. Section 503 of the Currituck County Personnel Policy is amended to read as follows:

Section 503 Political Activity Restricted

- A. Every employee of Currituck County has a civic responsibility to support good government by every available means and in every appropriate manner. Any employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, and may advocate and support the principles or policies of civic or political organizations in accordance with the constitution and laws of the State of North Carolina and the Constitution and

laws of the United States of America. However, ~~while on duty~~, no employee of Currituck County shall:

- 1. Engage in any political or partisan activity while on duty; or
 - 2. Use official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office; or
 - 3. Be required as a duty of employment or as a condition of employment, promotion, or tenure of office to contribute funds for political or partisan purposes; or
 - 4. Coerce or compel contributions for political or partisan purposes by another employee of the County; or
 - 5. Use funds, supplies, or equipment of the County for political or partisan purposes; or
 - 6. Serve as an elected or appointed member of the Currituck County Board of Commissioners.
- B. Employees subject to the Hatch Act may not be candidates for elected office in a partisan election.
- C. Any violation of this section may subject the employee to dismissal or other disciplinary action.

Section 2. Section 603 of the Currituck County Personnel Policy is amended to read as follows:

Section 603 Holidays – When Work is Required

~~Essential~~ Regular full-time ~~public safety~~ employees required to perform work on regularly scheduled holidays will be paid up to twenty-four (24) hours per holiday on top of their base pay for hours actually worked on a holiday. The holiday is recognized on the date of the actual holiday, rather than the state observed holiday. ~~Essential~~ Regular full-time ~~public safety~~ employees who work less than eight (8) hours, or that do not work on a holiday, will be paid eight (8) hours of holiday pay. Regularly scheduled part-time employees required to perform work on a holiday will be paid a pro rata share of any eight (8) hour holiday. All other employees required to perform work on regularly scheduled holidays may be granted compensatory time off at the rate of one hour off **for each hour worked**

Attachment: Resolution Amending Section 503 and 603 Personnel Policy (Personnel Policy Revisions)

on a holiday. Compensatory time for holiday work shall be granted within three (3) months from the date it is earned.

A holiday is defined as beginning at midnight and continuing for twenty-four (24) hours until the following midnight.

Section 3. Section 1 of this resolution shall not apply to a county employee serving as an elected or appointed member of the Currituck County Board of Commissioners on the date this resolution is adopted but shall apply to a county employee serving as an elected or appointed member of the Currituck County Board of Commissioners from and after the end of the term for the office of Currituck County Commissioner commencing the first Monday of December, 2022.

Section 4. This resolution is effective upon its adoption.

ADOPTED the 2nd day of May, 2022.

Michael H. Payment, Chairman
Board of Commissioners

ATTEST:

Leeann Walton,
Clerk to the Board

(COUNTY SEAL)

Attachment: Resolution Amending Section 503 and 603 Personnel Policy (Personnel Policy Revisions)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3415)

Agenda Item Title: Resolution Supporting Construction of the Mid-Currituck Bridge and its Continued Inclusion in the State Transportation Improvement Plan

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Affirmation of the Board of Commissioners to continue to support construction of the Mid-Currituck Bridge.

Potential Budget Affect: N/A

Is this item regulated by plan, regulation or statute? No

Manager Recommendation:

**RESOLUTION OF THE BOARD OF COMMISSIONERS SUPPORTING
CONSTRUCTION OF THE MID-CURRITUCK BRIDGE AND ITS CONTINUED
INCLUSION IN THE STATE TRANSPORTATION IMPROVEMENT PLAN**

WHEREAS, the Mid-Currituck Bridge project has been in the development process for over thirty years; and

WHEREAS, the popularity of the beaches of Currituck County's Outer Banks, and neighboring towns of Duck and Southern Shores in Dare County, results in an ever increasing number of residents and visitors to Currituck County and the northern Outer Banks; and

WHEREAS, Currituck County and Outer Banks communities generate substantial revenue for the State of North Carolina, particularly through tourism, and serve a role as ambassadors for the State by introducing hundreds of thousands of visitors from all over the United States and the world to the many wonders of North Carolina; and

WHEREAS, this revenue and the goodwill that visitors feel towards Currituck County and the Outer Banks of North Carolina is tested annually through frustration attributed directly to traffic congestion; and

WHEREAS, the purpose of the Mid-Currituck Bridge is to substantially improve traffic flow on the project area's thoroughfares, i.e. NC 12 and US 158, substantially reduce travel time for persons traveling between the Currituck County mainland and the Currituck County Outer Banks communities of Corolla and Carova, and substantially reduce the hurricane clearance time for residents and visitors who use US 158 and NC 168 during coastal evacuation; and

WHEREAS, building the Mid-Currituck Bridge will reduce congestion and alleviate delays, thus promoting and enhancing economic development, while bolstering the tourism industry; and

WHEREAS, alternatives to the Mid-Currituck Bridge project have been studied thoroughly and have been rejected in favor of the Mid-Currituck Bridge; and

WHEREAS, in recognition of the viability and need of the Mid-Currituck Bridge, the North Carolina Department of Transportation has demonstrated a commitment to construction of the bridge by placing it in the State Transportation Improvement Plan based on the agency's prioritization process and strong support by local municipalities and the Albemarle Rural Planning Organization; and

WHEREAS, the US District Court for the Eastern District of North Carolina ruled in December 2021 that NCDOT and the Federal Highway Administration have complied with all applicable federal laws and regulations in planning for the bridge; and

WHEREAS, the court’s decision properly affirms the project’s compliance with the federal National Environmental Policy Act.

NOW, THEREFORE, BE IT RESOLVED, that the Currituck County Board of Commissioners reaffirms its commitment to the Mid-Currituck Bridge project and advocates for advancement of this crucial project and its continued inclusion as a funded project in the State Transportation Improvement Plan.

ADOPTED this 2nd day of May, 2022.

ATTEST:

Michael H. Payment, Chairman

Leeann Walton, Clerk to the Board

Attachment: Mid-Currituck Bridge-Resolution 2022 (Resolution-Support Mid-Currituck Bridge)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3418)

Agenda Item Title: Proclamation - May 2022 as Older Americans Month

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Proclamation to designate May, 2022, as Older Americans Month.

Potential Budget Affect: N/A

Is this item regulated by plan, regulation or statute? No

Manager Recommendation:

PROCLAMATION DESIGNATING MAY 2022 AS OLDER AMERICANS MONTH

Whereas, Currituck County includes a growing number of older Americans who contribute their strength, wisdom, and experience to our community; and

Whereas, communities benefit when people of all ages, abilities, and backgrounds are welcomed, included, and supported; and

Whereas, Currituck County recognizes our need to create a community that provides the services and supports older Americans need to thrive and live independently for as long as possible; and

Whereas, Currituck County can work to build an even better community for our older residents by:

- Planning programs that encourage independence.
- Ensuring activities are responsive to individual needs and preferences.
- Increasing access to services that support aging in place.

Now, therefore, the Currituck County Board of Commissioners does hereby proclaim May 2022 to be Older Americans Month. The Board of Commissioners urges every resident to recognize the contributions of our older citizens, help to create an inclusive society, and join efforts to support older Americans’ choices about how they age in their communities.

Adopted this 2nd day of May, 2022.

Michael H. Payment, Chairman

ATTEST:

Leeann Walton, Clerk to the Board

Attachment: Proclamation-May 2022-Older Americans Month (Proclamation-May as Older Americans Month)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3428)

Agenda Item Title: Amended Item: Commissioner Board Appointment-Albemarle Regional Planning Organization

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Amended Agenda item during meeting-Commissioner White was appointed to serve as representative on the Albemarle Regional Planning Organization, replacing Commissioner Beaumont.

Potential Budget Affect: N/A

Is this item regulated by plan, regulation or statute? No

Manager Recommendation:



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3417)

Agenda Item Title: Budget Amendments

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Budgeted funds transfers.

Potential Budget Affect: Please see individual items for account, department, and net budget effects.

Is this item regulated by plan, regulation or statute? No

Manager Recommendation:

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 2nd day of May 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		<u>Decrease Revenue or Increase Expense</u>		<u>Increase Revenue or Decrease Expense</u>	
10511-514000	Travel	\$	6,000		
10511-514500	Training & Education	\$	2,000		
10511-531000	Gas	\$	6,000		
10511-547000	Meals	\$	75,000		
10511-502000	Salaries			\$	60,000
10511-506000	Insurance Expense			\$	29,000
		<u>\$</u>	<u>89,000</u>	<u>\$</u>	<u>89,000</u>

Explanation: Detention Center (10511) - Transfer budgeted funds for unanticipated training for new personnel, due to only available school requiring out of town travel. Also, several invoices for meals were not submitted by the contractor throughout the year, which increased costs.

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

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

Attachment: BudAmends_May 2_General Meeting (Budget Amendments)

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 2nd day of May 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
210546-511006	Telephone & Postage		\$ 500
210546-514506	Travel/Train/Educ		300
210546-516006	Repairs & Maintenance		1,500
210546-516106	Buildings & Grounds		5,000
210546-590006	Capital Outlay	\$ 7,300	
		<u>\$ 7,300</u>	<u>\$ 7,300</u>

Explanation: Corolla Fire District (0210) - The BOC approved the reallocation of the remaining operating budget that will not be used to capital expenditures to purchase fire apparatus.

Net Budget Effect: Corolla Fire District (210) - No change.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

Attachment: BudAmends_May 2_General Meeting (Budget Amendments)

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 2nd day of May 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		<u>Decrease Revenue or Increase Expense</u>		<u>Increase Revenue or Decrease Expense</u>	
10550-516000	Repairs & Maintenance	\$	4,500		
10550-532000	Supplies		4,000		
10550-561000	Professional Services		60		
10550-545000	Contracted Services			\$	4,500
10550-590000	Capital Outlay				4,600
		<u>\$</u>	<u>8,560</u>	<u>\$</u>	<u>9,100</u>

Explanation: Airport (10550) - Airport moving funds from contracted services to repairs and maintenance for repairs on hangar insulation. Capital Outlay reduced to replenish negative funds and for the purchase of recliners and power/lawn tools.

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

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

Attachment: BudAmends_May 2_General Meeting (Budget Amendments)

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 2nd day of May 2022, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10795-503500	Temporary Services	\$ 15,000	
10795-505000	FICA	1,148	
10795-532000	Supplies	\$ 3,086	
10350-469001	Community League - Flag Football		\$ 430
10350-469002	Community League - Cheerleading		815
10350-469003	Community League - Basketball		1,924
10350-469004	Community League - Baseball/Softball		3,045
10350-469012	Community League - Adult Basketball		320
10350-469013	Community League - Adult Softball		300
10795-506000	Health Insurance		10,000
10795-553002	Tournament Fees		2,400
		<u>\$ 19,234</u>	<u>\$ 19,234</u>

Explanation: Parks & Recreation (10795) - Increase appropriations for increased participation in Community League recreational sports.

Net Budget Effect: Operating Fund (10) - Increased by \$6,834.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

Attachment: BudAmends_May 2_General Meeting (Budget Amendments)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3424)

Agenda Item Title: Currituck County Settlement Agreement with Godfrey Construction-Corolla ABC Store

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Approval of negotiated settlement with Godfrey Construction related to the contract cancellation for construction of the new Corolla ABC Store.

Potential Budget Affect: N/A

Is this item regulated by plan, regulation or statute? No

Manager Recommendation:

SETTLEMENT AGREEMENT

Godfrey Construction LLC and Currituck County

RE: Corolla ABC Store, 998 Ocean Trail, NC 12, Currituck County, NC

Recitals:

- A. Pursuant to a contract awarded to Godfrey Construction, LLC (“Godfrey”) by Currituck County on February 18, 2020, Godfrey agreed to construct the above-referenced new ABC Store.
- B. On March 4, 2021, Currituck County terminated the contract for convenience.
- C. Godfrey then made a claim for payment for work completed prior to termination of the contract. The parties were unable to agree on the payment to which Godfrey was entitled, and agreed to engage a mediator and convene a conference to attempt to settle the Godfrey account.
- D. At a mediated settlement conference on April 19, 2022, the parties agreed to settle Godfrey’s claims on the following terms and conditions:

Agreement

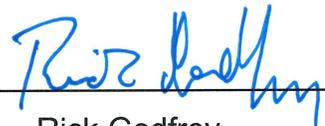
- 1. Currituck County agrees to pay Godfrey \$50,000, conditional only upon approval by the County Commissioners in open session at the Commissioners’ next regular meeting. Payment will be made within fifteen calendar days after approval by the Commissioners. In the event the Commissioners do not approve this settlement, it will be void and of no effect.
- 2. In consideration of and conditional upon receipt of the payment referred to above, Godfrey and the County release one another and their officials, owners, sureties, agents, successors and assigns from all claims and demands whatsoever arising out of the execution and termination of the contract for the ABC Store.
- 3. The County agrees to pay all of the fees of the mediator. All other legal expenses by the parties will be borne by the parties as incurred.
- 4. This settlement agreement is intended to be a complete, integrated and enforceable agreement as written. There are no material unwritten terms or

Attachment: 2022-04-19 Settlement Agreement-Godfrey (Settlement Agreement-Corolla ABC Store)

conditions of this agreement. This settlement agreement is deemed to have been drafted by all parties and shall not be construed more strictly against one than another. All prior negotiations, proposals, offers and counteroffers between the parties concerning the subject matter of this settlement agreement are deemed to have been merged into and superceded by the express terms herein. This settlement agreement may only be modified, amended or notated in a written document signed by each party.

- 5. The undersigned represent that they have full authority to enter into this settlement agreement on behalf of the parties. Each party represents and covenants that it has not assigned or conveyed its rights title or interests in the claims, causes of action, debts, and obligations accounts or other rights or remedies that are the subject of the civil action.

Godfrey Construction, LLC

By:  Date: April 19, 2022
Rick Godfrey

Currituck County

By: _____ Date: _____
Ike McRee

Attachment: 2022-04-19 Settlement Agreement-Godfrey (Settlement Agreement-Corolla ABC Store)

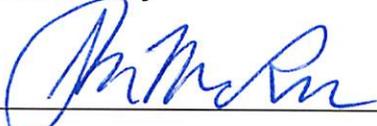
conditions of this agreement. This settlement agreement is deemed to have been drafted by all parties and shall not be construed more strictly against one than another. All prior negotiations, proposals, offers and counteroffers between the parties concerning the subject matter of this settlement agreement are deemed to have been merged into and superceded by the express terms herein. This settlement agreement may only be modified, amended or notated in a written document signed by each party.

- 5. The undersigned represent that they have full authority to enter into this settlement agreement on behalf of the parties. Each party represents and covenants that it has not assigned or conveyed its rights title or interests in the claims, causes of action, debts, and obligations accounts or other rights or remedies that are the subject of the civil action.

Godfrey Construction, LLC

By: _____ Date: _____
Rick Godfrey

Currituck County

By:  _____ Date: 4/19/2022
Ike McRee

Attachment: 2022-04-19 Settlement Agreement-Godfrey (Settlement Agreement-Corolla ABC Store)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3426)

Agenda Item Title: Change Order #1-Dune Walkover Construction, Phase II

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

This is a change order for the Phase II replacement of the dune walkovers in Whalehead subdivision. Phase II consists of replacement of Dolphin, Coral and Mackerel walkovers.

This change order addresses two items:

- Change the cable railing system to a wooden railing system. This is provide a \$45,500.00 deduct in the project cost.
- Delay the construction period of Mackerel to November 7, 2022 thru January 6, 2023. This will increase the project cost by \$7800.00 due to storage of materials, re-mobilization, freight charges and markup/overhead and profit.

Potential Budget Affect: Budgeted funds, net decrease

Is this item regulated by plan, regulation or statute? No

Manager Recommendation:

Change Order No. 1 (one)

Owner: Currituck County Contractor: W.M. Dunn Construction, LLC

Project Name: Phase II – Whalehead Subdivision Public Access Walkover Replacement, Currituck County, North Carolina

Date of Contract: February 7, 2022

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Revise contract cost to include Alternate Bid – 2: All work associated with installation of standard treated wood barrier instead of stainless-steel cable barrier at the Dolphin Street, Old Coral Street and Old Mackerel Street Accesses. Deduct \$45,500.00.

Delay the construction time of the Old Mackerel Street Access. The contract time for Old Mackerel Street Access shall begin on November 7, 2022 and end on January 6, 2023. Due to changes in storage of materials, re-mobilization, additional freight charges, and markup/OHP, the cost of the project due to this time extension will increase by \$7,800.00.

Attachments: (List documents supporting change):

Letter from WM Dunn Construction entitled Change Order #1 dated April 18, 2022 outlining the cost changes and contract times for the project changes.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 772,350.00

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____

N/A

Contract Price prior to this Change Order:

\$ 772,350.00

[Increase] [Decrease] of this Change Order:

\$37,700.00

Contract Price incorporating this Change Order:

\$ 734,650.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Contract Time: 120 days

Substantial completion: June 18, 2022

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion: June 18, 2022

[Increase] [Decrease] of this Change Order:

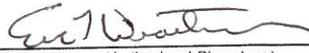
Substantial completion: 60 days

Contract Times with all approved Change Orders:

Substantial completion (Dolphin and Old Coral): June 18, 2022

Substantial completion (Old Mackerel): January 6, 2023

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Print Name: Eric T. Weatherly

Date: 4-26-22

ACCEPTED:

By: _____
Owner (Authorized Signature)

Print Name: _____

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Print Name: Mike Dunn

Date: 4-26-2022

Attachment: Change Order 1-Dune Walkovers (Change Order #1-Dune Walkovers, Phase II)



125 Greyson Loop PO Box 201
 Powells Point, NC 27966
 (252)207-8964

Date: 04/18/2022
Project/Location: Whalehead Walkovers - Phase 2
Owner: Currituck County/Eric Weatherly
Contract #: PO 20221102-000

Scope of Work:

Alternate Bid - 2: standard treated wood barrier instead of stainless-steel cable barrier at all 3 locations, and Delay of Project Completion. Walkover project located at Lighthouse and Mackerel St will commence in the fall of 2022as directed by Currituck County; Dolphin St and Coral St to be completed by Jun 18, 2022.

Original Contract Price:	Dolphin St - \$214,240.00	New Contract Price:	Dolphin St - \$199,073.33
	Coral St - \$187,460.00		Coral St - \$172,293.33
	Mackerel St. - \$267,800.00		Mackerel St - \$252,633.34

Summary of Costs	Amount
Original Contract Price:	669,500.00
Deduction for Alternate Bid - 2	(\$45,500.00)
New Contract Price SUBTOTAL:	\$624,000.00
Storage for Materials (delay on Mackerel St Walkover) \$125/month - July 2022 - October 2022	\$500.00
Re-mobilization of Equipment, Materials, & Resources for Mackerel St Walkover	\$5,000.00
Freight for Additional Concrete Panel Shipment (From 2 to 3 shipments)	\$1,000.00
Bonding Extension - Good through January 22, 2023	\$0.00
SUB-TOTAL	\$6,500.00
Markup/OHP 20%	\$1,300.00
TOTAL	\$631,800.00
Project Delayed (to extend contract date) Proposed Start date for Mackerel St Walkover November 7, 2022, with Completion Date within 60 days.	

Mike Dunn 4/18/2022
 WM Dunn Construction LLC/Date:

Attachment: Change Order 1-Dune Walkovers (Change Order #1-Dune Walkovers, Phase II)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3422)

Agenda Item Title: Surplus Resolution-EMS Ambulance

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Ambulance Surplus Request.

Potential Budget Affect: N/A

Is this item regulated by plan, regulation or statute? Yes

Manager Recommendation:

RESOLUTION

WHEREAS, THE Board of Commissioners of the County of Currituck, North Carolina during its regularly scheduled meeting authorized the following, pursuant to G.S. 160A and 270(b) that the property listed below will be donated to the Currituck County High School Emergency Medical Program.

County	Asset	Description	Serial Number	Department
	6869	2005 FORD AMBULANCE	1FDXE45PX5HB44916	EMS

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the County of Currituck reserves the tight to reject any and all bids.

ADOPTED, this 4th day of May, 2022.

Michael H. Payment
County of Currituck, Board of Commissioners

Leeann Walton
Clerk to the Board

(Seal)

Attachment: EMS Surplus Resolution_Ambulance (Surplus Resolution-EMS Ambulance)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3419)

Agenda Item Title: Resolution for Appointment of Review Officers

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

The Board of Commissioners appoint one or more persons as review officers to review plats before they are recorded with Currituck County Register of Deeds.

Is this item regulated by plan, regulation or statute? Yes

Manager Recommendation:

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS FOR THE DESIGNATION OF REVIEW OFFICERS

WHEREAS, pursuant to N.C. Gen. Stat. §47-30.2 requires the Board of Commissioners in each county, by resolution, to appoint one or more persons as review officers to review plats before they are recorded; and

WHEREAS, appointed review officers shall certify that the plat meets the statutory requirements for recording; and

WHEREAS, the persons appointed as review officers should be experienced in mapping or land records management.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals serving in the positions indicated are hereby designated as review officers as required by N.C. Gen. Stat. §47-30.2.

- Tracy Sample, Tax Administrator
- Lucy Cardwell, GIS Specialist – Land Records
- Kevin Kemp, Development Services Director
- Laurie LoCicero, Planning Director
- Donna Voliva, Assistant Planning Director
- Tammy Glave, Senior Planner
- Jennie Turner, Senior Planner
- Jason Litteral, Planner II
- Savannah Newbern, Planner I

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the individuals listed above, Tax Administrator, GIS Specialist-Land Records, Development Services Director, Planning Director, Assistant Planning Director, Planners, and the Currituck County Register of Deeds.

ADOPTED this 2nd day of May, 2022.

Michael H. Payment, Chairman
Board of Commissioners

ATTEST:

Leeann Walton
Clerk to the Board of Commissioners

(COUNTY SEAL)

Attachment: Review Officer Resolution 2022 (Resolution for Appointment of Review Officers)



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3423)

Agenda Item Title: Request to Dispose of Records-Department of Social Services

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Action

Brief Description of Agenda Item:

Request to dispose of records as designated in the Records Retention Schedule.

Potential Budget Affect: N/A

Is this item regulated by plan, regulation or statute? Yes

Manager Recommendation:

Samantha A. Hurd, Director
BOARD MEMBERS
David Doll, Chair
Donald Ray Etheridge Jr.
Mary Etheridge
Dorothy Johnson Vice-Chair
Megan Morgan



153 COURTHOUSE RD., SUITE 400
CURRITUCK, NC 27929

Courier # 10-68-01

Phone: (252) 232-3083
Fax: (252) 232-2167

Physical Address:
2793 Caratoke Hwy.
Currituck, NC 27929

COUNTY OF CURRITUCK
Department of Social Services

MEMORANDUM

TO: Samantha A. Hurd, Director

FROM: Christal L. Berry, IM Supervisor II *CB*
Stephanie Wyche, SW Supervisor III *SPW*

DATE: April 14, 2022

RE: Request for Disposal of Records

The following records are eligible for destruction per the October 2021 NC DHHS Records Retention and Disposition Schedule and the *January 2016 Cultural Resources Records Retention and Disposition Schedule-County Social Services Agencies:

- **Program: Medicaid/TANF**
 - SFY 08-09 19 Boxes
 - SFY 08-09 (Deceased) 2 Boxes
 - 21 Total

- **Program: Disaster Assistance**
 - Hurricane Irene (2011) 2 Boxes
 - Hurricane Isabel (2003) & 1 Box
Tornado of April 2011 3 Boxes

- **Program: Child Protective Services**
 - SFY 07-08 thru SFY 11-12 35 Boxes
 - SFY 04-05 thru SFY 06-07 1 Box
 - 36 Boxes (approximate)

Attachment: DSS Request for Disposal of Records (Records Disposal-DSS)

• **Administrative/Financial Reports & Files (detailed list attached):**

- 1991-2001 Miscellaneous Reports/Files 1 Boxes
 - 1978-2014 Closed Trust Account Files 2 Boxes
 - 2002-2003 Miscellaneous Reports/Files 2 Boxes
 - 2003-2004 Miscellaneous Reports/Files 4 Boxes
 - 2004-2005 Miscellaneous Reports/Files 4 Boxes
 - 2005-2006 Miscellaneous Reports/Files 4 Boxes
 - 2006-2007 Miscellaneous Reports/Files 2 Boxes
 - 2007-2008 Miscellaneous Reports/Files 2 Boxes
 - 2008-2009 Miscellaneous Reports/Files 2 Boxes
 - 2009-2010 Miscellaneous Reports/Files 2 Boxes
- 25 Total

• **Other: Miscellaneous**

- Old Income Maintenance Reports
 - Returned Medicaid Cards
 - Front Desk Logs
- } 17 Boxes



The total number eligible for destruction is: **102 Boxes**.

CLB

*The 2016 Cultural Resources Records Retention and Disposition Schedule-County Social Services Agencies is unique to DSS, and is carved out of the General Records Schedule for Local Government Agencies.



**CURRITUCK COUNTY
NORTH CAROLINA**

April 18, 2022
Minutes – Regular Meeting of the Board of Commissioners

WORK SESSION

1. 5:00 PM Cooperative Extension Reception

The Board of Commissioners attended a reception at 5:00 PM in the Historic Courthouse kitchen. Appetizers and refreshments were provided by Currituck Cooperative Extension staff and the Currituck Extension Foundation.

6:00 PM CALL TO ORDER

The Board of Commissioners held a Regular Meeting at 6:00 PM in the Historic Courthouse Board Meeting Room, 153 Courthouse Road, Currituck, North Carolina.

Attendee Name	Title	Status	Arrived
Michael H. Payment	Chairman	Present	
Paul M. Beaumont	Vice Chairman	Present	
J. Owen Etheridge	Commissioner	Present	
Mary "Kitty" Etheridge	Commissioner	Present	
Selina S. Jarvis	Commissioner	Present	
Kevin E. McCord	Commissioner	Present	
Bob White	Commissioner	Present	

Chairman Payment called the meeting to order and announced the earlier reception.

A) Invocation & Pledge of Allegiance

Vice-chairman, Paul Beaumont, offered the Invocation and led the Pledge of Allegiance.

B) Approval of Agenda

Commissioner White moved for approval of the agenda. Commissioner Beaumont seconded the motion. The motion carried, 7-0.

Approved agenda:

Work Session

5:00 PM Cooperative Extension Reception

Communication: Minutes for April 18, 2022 (Approval Of Minutes-April 18, 2022)

6:00 PM Call to Order

- A) Invocation & Pledge of Allegiance
- B) Approval of Agenda

Public Comment

Please limit comments to matters other than those appearing on this agenda as a Public Hearing. Public comments are limited to 3 minutes.

Commissioner's Report**County Manager/Attorney****Reports****Administrative Reports**

- A) Currituck Cooperative Extension's "Report to the People"

New Business

- A) **Grant Project Ordinance for the County of Currituck American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds**
- B) **Resolution of the Board of Commissioners in Support of a Nursing and Allied Health Simulation Facility at College of The Albemarle**
- C) **Consideration of Corolla Fire Department Request to Transfer Funds to Capital for the Purchase of a Hurst E-Draulics Cutter Rescue Tool**
- D) **Board Appointments**
 - 1. Ocean Sands North/Crown Point Watershed District Advisory
- E) **Consent Agenda**
 - 1. Budget Amendments
 - 2. Revised Salary Resolution
 - 3. Consideration for Approval of 2022 Audit Contract-Carr, Riggs and Ingram
 - 4. Consideration of Request for Use of Alcohol on County-Owned Property - Knotts Island Ruritans Annual Peach Festival
 - 5. Consideration of Request for Use of Alcohol on County-Owned Property - Knotts Island Seafood Festival

6. Approval Of Minutes-April 4, 2022

Closed Session

Amended: Closed Session Pursuant to G.S. 143-318.11(a)(6) to Discuss Personnel Matters

Adjourn

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bob White, Commissioner
SECONDER:	Paul M. Beaumont, Vice Chairman
AYES:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner

PUBLIC COMMENT

Please limit comments to matters other than those appearing on this agenda as a Public Hearing. Public comments are limited to 3 minutes.

Chairman Payment opened the Public Comment period. There were no speakers and the Public Comment period was closed.

COMMISSIONER'S REPORT

Each Commissioner welcomed the return of Commissioner J. Owen Etheridge, who had been absent from several meetings due to health issues.

Commissioner Jarvis reported attending the 2022 Economic Summit and reviewed topics presented by speaker and author, Doug Griffiths, on ways leaders can develop and encourage thriving communities. She thanked County staff for their efforts to coordinate the Commissioner's recent budget work sessions.

Commissioner Mary Etheridge said she enjoyed listening to speaker Doug Griffiths, and thanked Cooperative Extension for the earlier Commissioners reception. She provided primary and one-stop voting information and encouraged citizens to vote. She announced Brandi Draves was appointed to serve as the County's new Director of Elections.

Commissioner White attended and spoke at a Homeowners Association (HOA) meeting in Corolla and offered the same to any other HOA. He discussed Board transparency and open meetings and encouraged citizens to attend meetings, get involved, and to reach out to their elected officials to present issues and concerns.

Chairman Payment thanked Cooperative Extension staff for the earlier reception. He announced two recipients of the Currituck Kids Scholarship Awards and briefly reviewed the selection process. He encouraged citizens to support their local fire departments.

Commissioner Beaumont thanked Cooperative Extension for hosting the reception and also discussed Board transparency. He highlighted open action and voting by Board members

Communication: Minutes for April 18, 2022 (Approval Of Minutes-April 18, 2022)

and the efforts of Commissioners to do the best for the citizens of the county. He encouraged citizen involvement, and said Board members welcome insight from citizens.

Commissioner McCord offered his thanks to Cooperative Extension for hosting the earlier reception. He recognized the County's Telecommunicators as the official first responders in honor of Telecommunicator Week. He thanked Travel and Tourism and others involved in putting together the recent Bulls and BBQ event. Other County events were highlighted. Commissioner McCord recognized Ms. Draves' appointment as Director of Elections and offered prayers for local families who recently lost loved ones. He provided information on children's summer camps offered by the Sheriff's Office.

Commissioner J. Owen Etheridge said it is good to be back and took a moment to recognize and thank Currituck Emergency Medical Services and public safety staff. He thanked Cooperative Extension for hosting the reception. He also reported on the efforts of the County to disclose information and encouraged citizens to take advantage of what is available. He offered his appreciation for the cards, letters and prayers received during his recovery.

COUNTY MANAGER/ATTORNEY REPORTS

County Manager/Attorney, Ike McRee, updated the Board on activities related to the Citizens Academy. He, too, spoke of transparency in government and its establishment in North Carolina law. He encouraged citizens to attend meetings and get involved.

Commissioner Mary Etheridge spoke about citizen perception and a general lack of trust in government. She asked if Board members should be required to disclose conflicts of interest at the start of meetings. Mr. McRee reviewed statutory language related to disclosures by Board members and the general law related to a Commissioner's duty to vote. He explained the familial or business relationships that may cause a conflict of interest and the ability of Commissioners to do business with the County within guidelines regulated by state statute.

ADMINISTRATIVE REPORTS

A. Currituck Cooperative Extension's "Report to the People"

Currituck Extension Director, Cameron Lowe, reviewed the history and role of Cooperative Extension. She recognized Extension Advisory Board members, Ashton Lowe and Commissioner Mary Etheridge, and introduced Extension staff. A short video demonstrating the services available to citizens through Cooperative Extension was played for the Board. Ms. Lowe thanked the Board for investing in Cooperative Extension and announced upcoming events. Commissioners encouraged citizens to take advantage of the services offered through the Extension office and thanked Ms. Lowe and Extension staff for their efforts.

NEW BUSINESS

A. Grant Project Ordinance for the County of Currituck American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds

County Manager, Ike McRee, reviewed the American Rescue Plan Act grant ordinance which provides federal funds for state and local governments to help offset costs related to Covid-19. Currituck County is slated to receive \$5,392,637. Following review, Commissioner McCord moved for approval. Commissioner J. Owen Etheridge seconded the motion. The motion carried, 7-0.

COUNTY OF CURRITUCK

Grant Project Ordinance for the County of Currituck American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds

BE IT ORDAINED by the Board of Commissioners of the County of Currituck, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The County of Currituck (County) has received the first tranche in the amount of \$2,696,949 of CSLFRF funds. The total allocation is \$5,392,637, with the remainder to be distributed to the County within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The County has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

Section 3: The following amounts are appropriate for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds
001	Public safety personnel for the period of July 1, 2021 through December 31, 2024	6.1	Salaries and benefits	\$5,392,637
			Total	\$5,392,637

Section 4: The following revenues are anticipated to be available to complete the project:

ARP/CSLFRF Funds: \$5,392,637
General Fund Transfer: \$0
Total: **\$5,392,637**

Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the County's Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 6: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk of the County.

Section 8: This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the County, whichever occurs sooner.

Section 9: The Budget Officer and the Finance Director shall use this grant ordinance for administration of the budget and for the accounting system.

ADOPTED this 18th day of April 2022.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kevin E. McCord, Commissioner
SECONDER:	J. Owen Etheridge, Commissioner
AYES:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner

B. Resolution of the Board of Commissioners in Support of a Nursing and Allied Health Simulation Facility at College of The Albemarle

County Manager, Ike McRee, reviewed the Resolution which supports a Nursing and Allied Health Simulation Facility at College of the Albemarle (COA). Mr. McRee recalled a presentation made by Dr. Jack Bagwell, President of COA, who asked the Board to support the project. Commissioner Jarvis serves on the COA Board of Trustees and commented on the opportunities the facility would provide. She noted COA was ranked the number one Nursing school in the State of North Carolina. Commissioner Jarvis moved for approval of the Resolution and Commissioner Mary Etheridge seconded the motion. The motion carried, 7-0.

Resolution of the Board of Commissioners in Support of the Nursing and Allied Health Simulation Facility at College of The Albemarle

WHEREAS, for more than 60 years, College of The Albemarle has served the counties of Camden, Chowan, Currituck, Dare, Gates, Perquimans, and Pasquotank and its citizens by opening the door to education and career training; and

WHEREAS, College of The Albemarle annually contributes approximately \$105.3 million to the regional income; equivalent to 2.1% of the gross regional product and supporting one out of every 33 jobs; and

WHEREAS, College of The Albemarle's nursing program was ranked as the #1 RN nursing program in NC by registerednursing.org for the years 2021 and 2018; and

WHEREAS, College of The Albemarle was ranked as the #6 Community College in the United States in 2020 by smartasset.com; and

WHEREAS, College of The Albemarle has been selected as one of the 150 community colleges in the nation to compete for the \$1M Aspen Prize, which is considered by America's community colleges to be the signature recognition of high achievement and performance; and

WHEREAS, healthcare job growth is expected to increase 18.1% in the coming years, which is 3times that of other job sectors; and

WHEREAS, facilities to expand programs at College of The Albemarle is limited and current facilities are woefully inadequate to provide the state-of-the-art training expected of a top-tier community college; and

WHEREAS, all counties served by College of The Albemarle benefit from the excellent training the college provides to future health care practitioners; and

WHEREAS, an expansion of the Nursing and Allied Health Simulation Facility at College of The Albemarle would enhance current training, expand opportunities for future programming, and incentivize healthcare graduates to remain in the area to serve our rural communities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Currituck County unanimously supports College of The Albemarle in its efforts to secure public and grant funding for this resource on this 18th day of April, 2022.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Selina S. Jarvis, Commissioner
SECONDER:	Mary "Kitty" Etheridge, Commissioner
AYES:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner

C. Consideration of Corolla Fire Department Request to Transfer Funds to Capital for the Purchase of a Hurst E-Draulics Cutter Rescue Tool

Communication: Minutes for April 18, 2022 (Approval Of Minutes-April 18, 2022)

County Manager, Ike McRee, reviewed the request for a funds transfer by Corolla Fire for the purchase of a Hurst Cutter Rescue Tool. Commissioner Beaumont provided additional details and the request was reviewed by the Fire and EMS Advisory Board, who recommended approval. Commissioner Beaumont moved for approval and Commissioner White seconded the motion. The motion carried, 7-0.

RESULT: APPROVED [UNANIMOUS]
AYES: Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner

D) Board Appointments

1. Ocean Sands North/Crown Point Watershed District Advisory

Commissioner White moved for approval of Charles Winslow to fill an unexpired term through June 6, 2022, on the Ocean Sands N/Crown Point Watershed Service District Advisory. Chairman Payment seconded the motion. The motion carried, 7-0.

RESULT: APPROVED [UNANIMOUS]
MOVER: Bob White, Commissioner
SECONDER: Michael H. Payment, Chairman
AYES: Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner

E) Consent Agenda

Commissioner J. Owen Etheridge moved to approve Consent Agenda. Commissioner Jarvis seconded the motion. The motion carried, 7-0.

RESULT: APPROVED [UNANIMOUS]
MOVER: J. Owen Etheridge, Commissioner
SECONDER: Selina S. Jarvis, Commissioner
AYES: Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner

1. Budget Amendments

Communication: Minutes for April 18, 2022 (Approval Of Minutes-April 18, 2022)

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
10960-531000	Fuel	\$ 100,000	
10380-488400	ABC Profits		\$ 100,000
		\$ 100,000	\$ 100,000

Explanation: Central Services (10960) - Increase appropriations for bulk fuel purchases for the fuel farm due to timing difference between purchase and use and increased cost of fuel.

Net Budget Effect: Operating Fund (10) - Increased by \$100,000.

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
10480-557300	Excise Tax on Deeds	\$ 500,000	
10320-410000	Deed Stamp Excise Tax		\$ 1,000,000
10390-499900	Appropriated Fund Balance	\$ 500,000	
		\$ 1,000,000	\$ 1,000,000

Explanation: Register of Deeds (10480) - Increase appropriations due to more land transfers than originally estimated.

Net Budget Effect: Operating Fund (10) - Increased by \$500,000.

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
10660-536000	Uniforms		\$ 400
10660-526000	Advertising		1,000
10660-514000	Travel		1,000
10660-514500	Training & Education		500
10660-511010	Data Transmission		200
10660-531000	Fuel	\$ 600	
10660-532000	Supplies	2,500	
		\$ 3,100	\$ 3,100

Explanation: Planning (10660) - The Development Services Department, Planning Division, is requesting the transfer of funds to cover increased fuel costs and additional supplies for the remainder of the fiscal year.

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

Communication: Minutes for April 18, 2022 (Approval Of Minutes-April 18, 2022)

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10535-532000	Supplies	\$ 2,000	
10535-561000	Professional Services		2,000
		<u>\$ 2,000</u>	<u>\$ 2,000</u>
Explanation:	Communications (10535) - Additional supplies needed due to increase usage. Professional services were not utilized due to delay in move to Public Safety Building.		
Net Budget Effect:	Operating Fund (10) - No change.		
		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10640-532004	FCS Supplies	\$ 3,431	
10330-449900	Miscellaneous Grants		\$ 3,431
		<u>\$ 3,431</u>	<u>\$ 3,431</u>
Explanation:	Cooperative Extension (10640) - To record NC Department of Insurance /SHIIP grant funds received.		
Net Budget Effect:	Operating Fund (10) increased by \$3,431.		

Communication: Minutes for April 18, 2022 (Approval Of Minutes-April 18, 2022)

		Debit	Credit
<u>Account Number</u>	<u>Account Description</u>	Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10460-516000	Repairs & Maintenance	\$ 15,000	
10460-531000	Fuel	5,000	
10460-532000	Supplies	5,000	
10460-513000	Utilities	2,000	
10460-592000	Projects		\$ 27,000
		<u>\$ 27,000</u>	<u>\$ 27,000</u>
Explanation:	Public Works (10460) -Transfer funds due to higher costs and continuing work through the end of the year.		
Net Budget Effect:	Operating Fund (10) - No change.		
		Debit	Credit
<u>Account Number</u>	<u>Account Description</u>	Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10510-502000	Salary		145,500
10510-506000	Insurance Expense		100,000
10510-503000	Salaries - part time	11,500	
10510-503500	Salaries - temp services	15,000	
10510-516000	Repairs & maintenance	3,500	
10510-516200	Vehicle repairs & maintenance	70,000	
10510-514000	Travel	10,500	
10510-502100	Salary - overtime	110,000	
10510-532000	Supplies	10,000	
10510-536000	Uniforms	8,000	
10510-553000	Dues & Subscriptions	500	
10510-557100	Software Fees	1,500	
10510-590000	Capital Outlay	5,000	
		<u>\$ 245,500</u>	<u>\$ 245,500</u>
Explanation:	Sheriff (10510): Additional expenses are expected due to the transactions recorded to date. Salaries has room in the budget to help offset budget increases needed in the other categories. The extra expenses have been caused by the move to the PSB and the extended impacts of the ongoing pandemic.		
Net Budget Effect:	Operating Fund (10) - No change.		

		Debit	Credit
<u>Account Number</u>	<u>Account Description</u>	<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
220548 545000	Contracted Services	\$ 1,000	
220548 531015	Gas and Oil	5,000	
220548 516115	Building and Grounds	1,000	
220548 516015	Repairs/Maintenance	3,500	
220548 554015	Insurance		\$ 10,500
210541 536000	Uniforms	1,000	
210541 561000	Professional Services	500	
210541 531000	Fuel	2,000	
210541 532000	Supplies	1,000	
210541 514500	Taring/Edu		2,000
210541 590000	Capital Outlay		2,500
10530 511000	Telephone/Postage	2,000	
10530 516200	Vehicle Maintenance	10,000	
10530 531000	Fuel	10,000	
10530 533900	Ambulance Supplies	50,000	
10530 561000	Professional Services	800	
10530 590000	Capital Outlay		82,800
10541 502100	Salaries - OT	10,000	
10541 513000	Utilities	800	
10541 531000	Fuel	1,000	
10541 516200	Vehicle Maintenance		1,000
10541 536000	Uniforms		800
		<u>\$ 99,600</u>	<u>\$ 99,600</u>
Explanation:	Funds 220 Knotts Island; 210 - Corolla; 10541 - Fire Services in the Operating Fund; 10530 - Emergency Services. To adjust budgets for absorbing increased costs during the year. Expecting those increases in costs to continue through year end for		
Net Budget Effect:	Operating Fund (10) - No change.		
	Corolla Fire District Fund (210) - No change.		
	Knotts Island Fire District Fund (220) - No change.		

Communication: Minutes for April 18, 2022 (Approval Of Minutes-April 18, 2022)

CURRITUCK COUNTY		
NORTH CAROLINA		
SALARY AND COMPENSATION RESOLUTION FOR THE FISCAL YEAR ENDING JUNE 30, 2022		
BE IT RESOLVED by the County Commissioners that the		
SECTION 1 - BOARDS		
<u>Animal Services and Control Advisory Board</u>		
Members	\$50 per meeting	
<u>Board of Adjustment</u>		
Members	\$50 per meeting	
<u>Board of Commissioners</u>		
Chairman	\$1300 per month	
Members	\$1200 per month	
Commissioners assigned to County advisory boards will receive the same compensation as other members of that board.		
<u>Board of Elections</u>		
Chairman	\$75 per month plus \$8 per meeting hour plus travel reimbursement at per diem rate	
Members	\$25 per month plus \$8 per meeting hour plus travel reimbursement at per diem rate	
Chief Judge	\$170 on election day, \$20 on canvass day, \$15 on instruction day plus travel reimbursement at per diem rate, \$20 on recount day	
Judge	\$125 on election day, \$15 on instruction day plus travel reimbursement at per diem rate	
Assistants	\$110 on election day, \$15 on instruction day plus travel reimbursement at per diem rate	

Communication: Minutes for April 18, 2022 (Approval Of Minutes-April 18, 2022)

<u>Board of Equalization</u>		
Members	\$100 per day; \$50 per half day	
<u>Economic Development Board</u>		
Members	\$50 per meeting	
<u>Fire Advisory Board</u>		
Members	\$50 per meeting	
<u>Historic Preservation Commission</u>		
Members	\$50 per meeting	
<u>Carova Beach Road Service District Advisory Board</u>		
Members	\$50 per meeting	
<u>Ocean Sands North and Crown Pointe Stormwater Advisory</u>		
Members	\$50 per meeting	
<u>Tourism Development Authority</u>		
Members	\$50 per meeting	
<u>Land Transfer Tax Appeals Board</u>		
Members	\$50 per meeting	
<u>Jury Commission</u>		
	\$50 per day	
<u>Library Board of Trustees</u>		
Members	\$50 per meeting	
<u>Nutrition Board</u>		
Members	\$50 per meeting	
<u>Parks and Recreation Board</u>		
Members	\$50 per meeting	
<u>Planning Board</u>		
Members	\$50 per meeting	
<u>Senior Citizens Advisory Board</u>		
Members	\$50 per meeting	
<u>Social Services Board</u>		
Members	\$50 per meeting	
Chairman	\$75 per meeting	

Communication: Minutes for April 18, 2022 (Approval Of Minutes-April 18, 2022)

SECTION 2 - PAYMENTS TO BOARDS			
<p>Payments made to board members (except the Board of Commissioners and Board of Elections) are considered fees for the payment of all expenses incurred while serving in a voluntary capacity unless additional compensation is provided for in the enacting ordinance.</p>			
SECTION 3 - NEW APPOINTMENTS			
<u>Compensation</u>			
<p>The County Manager is authorized without further approval to enroll new personnel at a grade level not to exceed that of step 3; however, no new position may be established or salaries increased without the approval of the County Board of Commissioners.</p>			
<u>Minimum Wage</u>			
<p>Notwithstanding the above, the County Manager may raise the salary of any employee to the Federal minimum wage level without further approval from the County Board of Commissioners.</p>			
SECTION 4 - PART-TIME AND TEMPORARY EMPLOYEE BENEFITS			
<p>County employee benefits, including but not limited to vacation leave, holiday leave, sick leave, retirement, 401k, and health insurance, shall not be provided for part-time and temporary employees unless otherwise provided for by the Board of Commissioners.</p>			
PART-TIME/TEMPORARY PAY RATES			
<u>Hourly</u>			
Airport Lineman - Part-time		\$14.81	per hr
Animal Care Technician		\$13.84	per hr
Camp Counselors - Seasonal		\$12.50	per hr
Clerical Position - Temporary		\$14.81	per hr
Deputy I - Part-time or Temporary/dependent on certification		\$18.68	per hr
Deputy II - Part-time or Temporary/dependent on certification		\$19.65	per hr
Deputy III - Part-time or Temporary/dependent on certification		\$20.61	per hr
Deputy Trainee - Part-time		\$17.71	per hr
Detention Officer - Part-time		\$15.09	per hr
DSS On Call		\$22.00	per hr
EMT Basic - Temporary		\$14.81	per hr
EMT Intermediate - Temporary		\$17.71	per hr
EMT Paramedic - Temporary		\$20.61	per hr
Library Assistant I - Part-time		\$13.84	per hr
Maintenance Helper - Temporary		\$12.88	per hr
Park Attendant		\$12.88	per hr
Summer Intern - Whalehead		\$14.81/\$15.37	per hr
Telecommunicator - Part-time		\$16.75	per hr
Telecommunicator Trainee - Part-time		\$15.78	per hr
Tour Guides - Whalehead		\$14.81	per hr
Visitor Relations Coordinator - Temporary		\$14.81	per hr

Communication: Minutes for April 18, 2022 (Approval Of Minutes-April 18, 2022)

Parks & Recreation Temporary Staff		
Athletic Complex Attendant	\$11.50	per hr
Janitor - All Sports	\$7.25	per hr
Scorekeeper - All Sports	\$7.25	per hr
Site Coordinator - All Sports	\$14.50	per hr
Referee - 5 - 9 yr old Basketball	\$22.00	per game
Referee - 10 - 15 yr old Basketball	\$26.00	per game
Referee - Flag Football	\$22.00	per game
Referee - Youth Volleyball	\$22.00	per game
Referee - Soccer	\$22.00	per game
Referee - Tackle Football	\$36.00	per game
Umpire - Baseball Ages 7 - 8	\$30.00	per game
Umpire - Softball 10U	\$35.00	per game
Umpire - Baseball Ages 9 - 10	\$35.00	per game
Umpire - Softball 12U - 18U	\$40.00	per game
Umpire - Baseball Ages 11 - 15	\$40.00	per game
SECTION 5 - TRAVEL		
Per Diem Rate		
Subject to the approval of their department head, employees are entitled to travel reimbursement for use of a personal vehicle while transacting County business at the current standard mileage rate allowed by the Internal Revenue Service.		
Adopted this 18th day of April 2022.		

3. **Consideration for Approval of 2022 Audit Contract-Carr, Riggs and Ingram**
4. **Consideration of Request for Use of Alcohol on County-Owned Property - Knotts Island Ruritans Annual Peach Festival**
5. **Consideration of Request for Use of Alcohol on County-Owned Property - Knotts Island Seafood Festival**
- 6) **Approval Of Minutes-April 4, 2022**
 1. **Minutes for April 4, 2022**

CLOSED SESSION

1. **Amended: Closed Session Pursuant to G.S. 143-318.11(a)(6) to Discuss Personnel Matters; and, discussion Pursuant to G.S. 143-318.11(a)(3) was added to the Closed Session motion.**

Chairman Payment moved to enter Closed session pursuant to G.S. 143-318.11(a)(6) to discuss personnel matters and G.S. 143-318.11(a)(3) to preserve the attorney-client privilege. Commissioner White seconded the motion. The motion carried, 7-0, and the Board went into Closed Session.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael H. Payment, Chairman
SECONDER:	Bob White, Commissioner
AYES:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner

ADJOURN

Motion to Adjourn Meeting

Commissioners returned from Closed Session and had no further business. Commissioner Mary Etheridge moved to adjourn and Commissioner Jarvis seconded the motion. The motion carried, 7-0, and the meeting of the Board of Commissioners adjourned at 7:45 PM.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mary "Kitty" Etheridge, Commissioner
SECONDER:	Selina S. Jarvis, Commissioner
AYES:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner



Currituck County Agenda Item Summary Sheet

Agenda ID Number – (ID # 3416)

Agenda Item Title: Closed Session Pursuant to G.S. 143-318.11(a)(6) to Discuss Personnel Matters

Submitted By: Leeann Walton – County Manager

Presenter of Item:

Board Action: Discussion

Brief Description of Agenda Item:

Closed Session-Personnel

Potential Budget Affect: N/A

Is this item regulated by plan, regulation or statute? No

Manager Recommendation: