



CURRITUCK COUNTY NORTH CAROLINA

June 4, 2018

Minutes – Regular Meeting of the Board of Commissioners

WORK SESSION

1. 5:00 PM Veterans Assistance Committee Presentation-E.T. Smith

The Board of Commissioners attended a work session at 5:00 PM in the Historic Courthouse Conference Room to discuss creating a Veterans Advisory Council in Currituck County. Chairman Hanig introduced Mr. E.T. Smith, an Army Veteran and Corolla Resident, who had been asked by the Veteran's Administration to reach out to Currituck County to aid with the establishment of a Veterans Advisory board. Mr. Smith reviewed duties, goals, Board makeup, the appointment process and needed resources. He distributed a document for Board review which detailed provisions of neighboring Dare County's Veterans Assistance Council. Commissioners agreed on the need for outreach to the county's veterans and agreed to establish the Veterans Advisory at their next meeting. Commissioner Beaumont expressed an interest in serving as Commissioner on the advisory board.

6:00 PM CALL TO ORDER

The Currituck County Board of Commissioners met in regular session at 6:00 PM in the Historic Currituck Courthouse located at 153 Courthouse Road, Currituck, North Carolina.

Attendee Name	Title	Status	Arrived
Bobby Hanig	Chairman	Present	
Mike H. Payment	Vice Chairman	Present	
Paul M. Beaumont	Commissioner	Present	
Mary "Kitty" Etheridge	Commissioner	Present	
Marion Gilbert	Commissioner	Present	
Mike D. Hall	Commissioner	Absent	
Bob White	Commissioner	Present	

Chairman Hanig called the meeting to order.

A) Invocation & Pledge of Allegiance-Bishop Emma Jones, Living Word Church

Bishop Jones did not attend. Commissioner Beaumont gave the Invocation and led the Pledge of Allegiance.

B) Approval of Agenda

Commissioner Gilbert amended the agenda as follows:

- A Resolution of the Currituck County Board of Commissioners Opposing North

Carolina General Assembly Proposal to Eliminate a District Court Judge Position in the First Judicial District to the Consent Agenda was added to New Business.

- New Business Item B, Commissioners Report, was moved in the agenda order to take place after the public comment period.
- A Board Appointment was added to New Business.

Commissioner Gilbert moved for approval of the agenda and Commissioner Beaumont seconded the motion. The motion passed unanimously.

Approved agenda:

Work Session

5:00 PM Veterans Assistance Committee Presentation-E.T. Smith

6:00 PM Call to Order

A) Invocation & Pledge of Allegiance-Bishop Emma Jones, Living Word Church

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: *The agenda was amended and this item was moved from New Business to take place after Public Comment.*

Administrative Reports

A) **Presentation of County Budget for Fiscal Year 2018-2019**

Public Hearings

A) **PB 18-10 Clifford C. Byrum, Jr.:** Text Amendment to modify the Unified Development Ordinance, Chapter 10. Definitions and Measurements regarding the craft distillery definition to regulate the use by production volume instead of building size.

B) **PB 18-11 Julie Christian:** Text Amendment to modify the Unified Development Ordinance, Chapter 10. Definitions and Measurements to allow medical aesthetics tattooing in the General Business Zoning District.

New Business**A) AMENDED-Board Appointment: Fire and EMS Advisory Board****B) Consent Agenda**

1. Approval Of Minutes-May 21, 2018
2. Budget Amendments
3. Revisions to Master Fee Schedule
4. Board of Equalization and Review-Minutes Approval
5. Resolution for Sole Source Purchase of Voting Ballot Machines
6. Proclamation-70th Anniversary of the Shawboro Ruritan Club
7. Knotts Island Ruritans-Peach Festival Event Application
8. **AMENDED**-Resolution of the Currituck County Board of Commissioners opposing North Carolina General Assembly Proposal to Eliminate a District Court Judge Position in the First Judicial District

~~C) Commissioner's Report~~ *Item was amended and moved to take place after Public Comment***D) County Manager's Report****Special Meeting of the Tourism Development Authority**

Presentation of Tourism Development Authority Budget for FY 2018-2019

Special Meeting of the Ocean Sands Water & Sewer District Board

Presentation of FY 2018-19 Budget for Ocean Sands Water & Sewer District

Closed Session

Closed Session Pursuant to G.S. 143-318.11(a)(3) to consult with the County Attorney and in Order to Protect the Attorney-Client Privilege.

Adjourn

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Marion Gilbert, Commissioner
SECONDER:	Paul M. Beaumont, Commissioner
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Bob White, Commissioner
ABSENT:	Mike D. Hall, 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.

Ben Wilson of Currituck asked Commissioners to look at amending the beach parking permit ordinance to allow all Currituck County residents to receive two guest passes or to allow for purchase at a reduced rate.

COMMISSIONER'S REPORT

Chairman Hanig thanked county staff and the Corolla Fire Department for their efforts in installing beach parking signage in time for Memorial Day. He announced the need for members to serve on the regional Trillium Health Board and the county Senior Citizens Advisory Board. He recalled the earlier work session discussion and said there will be a need for members to serve on the Veterans Advisory.

Commissioner White reported the traffic lane shift on the off-road beach is working well and people with children like having the safe zone. He said there will be grading of the beach to maintain the area in conjunction with the change in driving pattern. Commissioner White said he is looking for someone willing to serve on the Board of Adjustment.

Commissioner Beaumont said as a follow-up on the White House visit, he recently spoke with White House contact Bill Kirkland about Whalehead dredging and stormwater issues at Carova Beach. He said the White House will be contacting the Army Corp of Engineers on our behalf since they have yet to contact the county directly.

Commissioner Gilbert provided a report on the Currituck County Animal Shelter and their recent success with adoptions at an event in Pennsylvania. She encouraged people to visit the shelter and to attend the Animal Services and Control Advisory Board meetings, held the first Thursday of each quarter. Commissioner Gilbert said the Northeast Workforce Development Board is looking for a Currituck business partner to serve and those interested can contact her directly or the county for more information. Chairman Hanig served as Chairman of the Board for four years and said it was a rewarding Board to sit on. Commissioner Gilbert thanked all who participated in the Let Summer Begin fundraising event for Currituck Kids over the weekend.

Commissioner Payment conveyed the sad news that longtime volunteer firefighter and former Chief of Lower Currituck Volunteer Fire and Rescue, Bill Jones, had passed away.

ADMINISTRATIVE REPORTS

A. Presentation of County Budget for Fiscal Year 2018-2019

Dan Scanlon, County Manager, began with a review of the General Statute and his duty as budget officer. Using a powerpoint, he presented the Fiscal Year 2018-2019 annual budget to the Board of Commissioners. He said the budget is available to the public on the county website or in paper form at the Manager's office. Mr. Scanlon's presentation included an overview of the General Fund budget. He noted the county's .48 cent tax rate would remain. He presented information on the tax base and highlighted particular aspects of general fund revenues and expenditures, operating budget items, education funds, personnel and debt management. Capital projects, including budget amounts for the Public Safety Center and Moyock Community Park were reviewed. The total annual budget is \$75,602,000.

After review the Public Hearing on the budget was set for the June 18, 2018, Board of Commissioners meeting for consideration and possible adoption to become effective July 1, 2018.

PUBLIC HEARINGS

A. PB 18-10 Clifford C. Byrum, Jr.:

Planning and Community Development Director, Laurie LoCicero, reviewed the text amendment application for the Board of Commissioners. She said the Planning Board revised the requested number of cases to 52,000, down from 52,600, and that approval was recommended with the modification. Ms. LoCicero responded to questions from Commissioners.

Applicant, Clifford Byrum, presented to the Board and explained the storage space needed for the aging process for products would take up much of the square footage, as well as limit his opportunity to expand the business. He said he is asking for the removal of the 4,000 square foot size limitation on the facility. Mr. Byrum responded to questions posed by the Board related to production quantities and elaborated on the size of the bottles and cases. He described the Caratoke Highway business location. After discussion, Commissioner Beaumont suggested that a stipulation be put in to better quantify the maximum production of product.

Chairman Hanig opened the Public Hearing. No one was signed up nor wished to speak on the matter and the Public Hearing was closed.

Commissioner White moved to approve PB 18-10 because the request is consistent with the Land Use Plan. In addition to recruitment and expansion of major new industries, the considerable value of small business start-ups, expansions and spin-offs shall also be recognized (Policy ED3); the request is reasonable and in the public interest because it allows Currituck County to regulate an emerging industry in the same standards used by that industry; in addition, include approval of staff recommendation of 52,000 cases annually and no more than 100,000 proof gallons annually.

Commissioner Payment seconded the motion. The motion passed unanimously.

To: Board of Commissioners
From: Planning Staff
Date: May 29, 2018
Subject: PB 18-10 Clifford C. Byrum Jr., Craft Distillery

The enclosed text amendment, submitted by Clifford C. Byrum Jr., is intended to revise Chapter 10 of the UDO to define Craft Distilleries based on volume produced in lieu of the current building square footage threshold. The UDO currently classifies breweries by volume produced. The text amendment proposes to regulate distilleries similarly.

According to the American Distilling Institute, the production limit for a Craft Distillery is 52,600 cases per year.

Planning Board Recommendation - May 10, 2018

Mr. Craddock made a motion to approve with the change to the limited number of cases being 52,000 since it is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans; is not in conflict with any provision of this Ordinance or the County Code of Ordinances and is required by a change. Mr. O'Brien seconded the motion and the motion carried unanimously.

RESULT: RECOMMENDED APPROVAL - WITH CHANGE TO 52,000 LIMITED CASES PER YEAR

MOVER: Steven Craddock, Board Member

SECONDER: Jeff O'Brien, Board Member

AYES: Fred Whiteman, Chairman, Carol Bell, Board Member, Steven Craddock, Board Member, Jeff O'Brien, Board Member, Jane Overstreet, Board Member

ABSENT: C. Shay Ballance, Vice Chairman, John McColley, Board Member, J. Timothy Thomas, Board Member

Planning Board Discussion

Chairman Whiteman during the work session had questioned the case number limit of 52,600 and referenced the online site for the American Distilling Institute showing that the number is actually 52,000. Also, Larry Lombardi represented Mr. Byrum and a phone conference was held during the work session that included Mr. Byrum, staff and board members. Mr. Byrum said he miscalculated the number of cases and agreed that the number should be changed to 52,000.

Chairman opened the public hearing. No one was signed up to speak, nor wished to speak and the public hearing was closed.

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

Item 1: That Chapter 10 of the Unified Development Ordinance is amended by deleting the following strikethrough language and adding the underlined language.

CRAFT DISTILLERY

An establishment where spirituous liquor is produced on-site, and which shall include a tasting room in which guests or customers may sample the products. ~~The building in which the craft distillery operates shall not exceed 4,000 square feet.~~ Craft distilleries shall not produce more than 52,600 cases annually.

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

Item 4: This ordinance amendment shall be in effect from and after the _____ day of _____, 2017.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bob White, Commissioner
SECONDER:	Mike H. Payment, Vice Chairman
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Bob White, Commissioner
ABSENT:	Mike D. Hall, Commissioner

B. PB 18-11 Julie Christian:

Planning and Community Development Director, Laurie LoCicero, reviewed the text amendment application for the Board of Commissioners which would add medical aesthetics tattooing to the general business zoning. She said concerns were expressed by the Planning Board with the use in the General Business district and whether someone could have a home occupation with the many residential homes included in the General Business district. Ms. LoCicero said home occupancy standards would be difficult to meet. Approval was recommended with language changes proposed by the Planning Board.

Ms. LoCicero responded to questions from the Board of Commissioners.

Julie Christian, Applicant, presented. She said medical aesthetic tattooing is a term developed by the Planning Board, and discussed other names for permanent cosmetic tattooing. She explained North Carolina is unregulated in the industry and licensing falls to the counties. Ms. Christian said she is licensed in Virginia and she discussed her training and certification. She distributed pictures showing samples of the aesthetics tattooing and discussed the differences in training and craft between body art tattooing and medical aesthetics tattooing. She responded to Board questions during presentation.

Commissioners expressed concern that others may open without taking care to have proper standards for cleanliness. The Board viewed the terminology as misleading and could present as a medical-related facility. Ms. Christian said she does prefer the "permanent cosmetics" terminology. She confirmed she wishes to teach the process to others.

Chairman Hanig open the public hearing, and with no one signed up nor wishing to speak, the public hearing was closed.

Commissioner Gilbert said she was not comfortable with the text amendment and wanted further conversation and research and moved to deny the text amendment. The motion was revised to delay a decision until some additional text is brought back before the Board. The motion was seconded by Commissioner Etheridge. The motion did not pass with a vote of 3-3. Commissioners Gilbert, Payment and Etheridge voted in favor and Chairman Hanig and Commissioners Beaumont and White were opposed.

Commissioner Beaumont moved for approval of PB 18-11 because the request is consistent with the Land Use Plan because new and expanding businesses should be especially encouraged that 1: diversify the local economy; 2: train and utilize a more

highly skilled labor force, and 3: are compatible with the environmental quality and natural amenity-based economy in Currituck County. The request is reasonable and in the public interest because it will allow a specialized service to locate within the General Business and Limited Business zoning districts, with the exception of titling it Medical Aesthetic Tattooing, it will read Permanent Cosmetic Tattooing.

Commissioner White seconded the motion. After some confirmation and clarification of language and definitions included in the text amendment, the motion passed unanimously.

To: Planning Board

From: Planning Staff

Date: May 10, 2018

Subject: PB 18-11 Julie Christian, Medical Aesthetics Tattooing

The enclosed text amendment submitted by Julie Christian is intended to revise Chapter 10 of the Unified Development Ordinance to allow Medical Aesthetics Tattooing in the General Business (GB) Zoning District. The current ordinance allows tattooing only in the LI and HI zoning districts and does not acknowledge different types of tattooing. Medical Aesthetics tattooing, as defined below, is a professional service conducted in an office setting similar to a doctor or dentist. Including Medical Aesthetics Tattooing in the definition of *Professional Services Office* will allow the use in the MXR, GB, LB, CC, and VC zoning districts.

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

Item 1 That Chapter 10 of the Unified Development Ordinance is amended by deleting the following strikethrough language and adding the underlined language.

OFFICE, PROFESSIONAL SERVICES

A room or group of rooms used for conducting the affairs of a business, profession, or service industry. Examples of professional services offices include offices for lawyers, accountants, engineers, architects, doctors, dentists, medical aesthetics tattooing, and similar professions.

TATTOO PARLOR

An establishment whose principle business activity, ~~either in terms of operation or as held out to the public,~~ is the practice of producing body art including but not limited to one or more of the following: (1) the placing of designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin.

BODY ART

Art made on, with, or consisting of the human body. The most common forms of body art are tattoos and body piercings. Other forms include scarification, branding, subdermal implants, scalpel, shaping, and body painting. Body art is decorative in nature and does not include medical aesthetics tattooing.

MEDICAL AESTHETICS TATTOOING

An advanced form of cosmetic tattooing performed by a permanent cosmetics technician. Services provided include but are not limited to the following:

- The diminishment of the appearance of scar tissue due to traumatic injury
- Enhancement of lip symmetry due to a cleft lip
- Restoration of the areola complex
- Restoration of the appearance of hair loss due to alopecia
- Vitiligo color restoration
- Permanent cosmetics

Medical aesthetics tattooing does not include services defined as body art.

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

Item 4: This ordinance amendment shall be in effect from and after the _____ day of _____, 2017.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Paul M. Beaumont, Commissioner
SECONDER:	Bob White, Commissioner
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Bob White, Commissioner
ABSENT:	Mike D. Hall, Commissioner

NEW BUSINESS**A. AMENDED-Fire and EMS Advisory Board**

Commissioner Beaumont moved to nominate Bill Bailey for reappointment to the Fire and EMS Advisory Board. The motion was seconded by Commissioner White and passed unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Paul M. Beaumont, Commissioner
SECONDER:	Bob White, Commissioner
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Bob White, Commissioner
ABSENT:	Mike D. Hall, Commissioner

B) Consent Agenda

Commissioner Gilbert moved for approval of the Consent Agenda. Mr. Scanlon was asked

by Commissioner Etheridge to review a budget amendment related to employee leave balance payouts for the Elections Department. With no further questions or discussion, the motion was seconded by Commissioner Payment. The motion passed unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Marion Gilbert, Commissioner
SECONDER:	Mike H. Payment, Vice Chairman
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Bob White, Commissioner
ABSENT:	Mike D. Hall, Commissioner

1) Approval Of Minutes-May 21, 2018

1. Minutes for May 21, 2018

2. Budget Amendments

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
61818-590000	Capital Outlay		\$ 1,500
61818-514500	Training & Education	\$ 1,500	
		\$ 1,500	\$ 1,500
Explanation: Mainland Water (61818) - Certification training for staff.			
Net Budget Effect: Mainland Water Fund (61) - No change.			

		Debit	Credit
<u>Account Number</u>	<u>Account Description</u>	Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10750-511000	Telephone & Postage		\$ 1,500
10750-513000	Utilities		\$ 3,000
10750-514000	Travel	\$ 4,000	
10750-514500	Training & Education	\$ 1,000	
10750-148000	Fees to Officials		\$ 500
10750-519500	TANF Emergency Assistance	\$ 400	
10750-519800	TANF Transportation		\$ 400
10750-561000	Professional Services	\$ 4,800	
10760-561000	Prof Services-Nonreimbursable		\$ 4,800
		\$ 10,200	\$ 10,200

Explanation: SOCIAL SERVICES ADMIN (750) - Move funds to cover increased travel expenses due to required services staff training and professional services costs that are eligible for 100% Family Reunification Fund reimbursement and were originally budgeted as non-reimbursable expenditures.

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
67878-533200	Lab Tests	\$ 11,000	
67878-553000	Dues and Subscriptions	\$ 4,000	
67878-545000	Contracted Services		\$ 15,000
		\$ 15,000	\$ 15,000

Explanation: Mainland Central Sewer (67878) - Move money from Contracted Services to Lab Tests and Dues and Subscriptions to cover costs for additional sewer sampling and testing.

Net Budget Effect: Mainland Central Sewer (67) - No change.

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10430-502000	Salaries - Regular	\$ 8,500	
10430-503000	Salaries - Part-time	\$ 750	
10430-505000	FICA	\$ 708	
10430-506000	Insurance Expense		\$ 750
10430-507000	Retirement Expense	\$ 1,126	
10430-511000	Telephone & Postage		\$ 500
10430-514000	Travel		\$ 500
10430-516000	Repairs & Maintenance		\$ 300
10430-557100	Software License Fee	\$ 117	
10380-488400	ABC Profits		\$ 9,151
		\$ 11,201	\$ 11,201

Explanation: Elections (10430) - Increase appropriations to pay out leave balances for employees leaving the office and for additional software license fees.

Net Budget Effect: Operating Fund (10) - Increased by \$9,151.

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10460-590000	Capital Outlay	\$ 15,000	
10460-516000	Maintenance & Repair	\$ 5,500	
10460-502000	Salaries		\$ 10,000
10460-506000	Insurance Expense		\$ 10,000
10460-531400	Equipment Fuel		\$ 500
		\$ 20,500	\$ 20,500

Explanation: Public Works (10460) - Transfer budgeted funds for unanticipated repairs/HVAC replacements.

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>		
12543-514503	Travel/Training/Educ - Moyock	\$ 601	
12543-516003	Repairs & Maintenance	\$ 2,981	
12543-531003	Gas	\$ 1,000	
12543-532103	Fire Supplies	\$ 59	
12543-536103	Personal Protective Equipment	\$ 1,473	
12543-545000	Contracted Services	\$ 1,083	
12543-590003	Capital Outlay	\$ 3,166	
12543-511003	Telephone & Postage		\$ 1,200
12543-513003	Utilities		\$ 500
12543-516103	Building & Grounds		\$ 900
12543-532003	Supplies		\$ 750
12543-544003	Volunteer Assistance		\$ 3,411
12543-554003	Insurance		\$ 3,602
		<u>\$ 10,363</u>	<u>\$ 10,363</u>

Explanation: Moyock VFD (12543) - Transfer for operations.

Net Budget Effect: Fire Services Fund (12) - No change.

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
12546-536006	Uniforms	\$ 730	
12546-545000	Contract Services	\$ 525	
12546-553006	Dues & Subscriptions		\$ 1,255
		<u>\$ 1,255</u>	<u>\$ 1,255</u>

Explanation: Corolla VFD (12546) - Transfer for operations.

Net Budget Effect: Fire Services Fund (12) - No change.

3. Revisions to Master Fee Schedule

4. Board of Equalization and Review-Minutes Approval

5. Resolution for Sole Source Purchase of Voting Ballot Machines

RESOLUTION AUTHORIZING THE PURCHASE OF ELECTION VOTING BALLOT MACHINES FROM ELECTION SYSTEMS & SOFTWARE THROUGH SOLE SOURCE PURCHASE

WHEREAS, N.C. Gen. Stat. §143-129(e)(6) authorizes a unit of local government to purchase apparatus, supplies, materials or equipment when standardization or compatibility is an overriding consideration; and

WHEREAS, the Currituck County Board of Elections has been using their current M100 tabulators for nearly 20 years, and the equipment has become obsolete making it difficult to find replacement parts. Due to these issues and natural wear and tear, the machines are jamming and the ballots are not stacking correctly when fed into the machine, frequently causing a halt to the voting process until the jams are cleared by the Chief Judge, and;

WHEREAS, the Currituck County Board of Elections tested the proposed DS200 tabulators during the 2018 One-Stop Early Voting Process. During this 18 day trial period the DS200's did not jam after receiving 955 ballots and the ballots stacked neatly in the bins, and;

WHEREAS, Election Systems & Software, is supplying the county with fifteen (15) Model DS200 Scanners with Internal Backup Battery, fifteen (15) Plastic Ballot Boxes with Steel Doors and e-Bins, fifteen (15) Paper Rolls and twenty (20) 4GB Jump Drives, equipment installation, Project Management Day Services, Equipment Operations Training Services, Election On-Site Support Services, and;

WHEREAS, the Board of Commissioners for Currituck County, North Carolina declares the following property as surplus and authorizes its use as a trade-in with \$7,500.00 trade-in allowance: Asset tags #6235-6249 for the Model 100 Scanners and Model 100 Ballot Boxes, and;

WHEREAS, the total price of the fifteen (15) Model DS200 Scanners with Internal Backup Battery, fifteen (15) Plastic Ballot Boxes with Steel Door and e-Bins, fifteen (15) Paper Rolls and twenty (20) 4GB Jump Drive, equipment installation, Project Management Day Services, Equipment Operations Training Services, Election On-Site Support Services is \$93,953.50 including the trade-in allowance of \$7,500.00 for the Model 100 Scanners and Model 100 Ballot Boxes; and

WHEREAS, the Elections System and Software voting system is the only voting system approved by the State of North Carolina for use in North Carolina counties.

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

Section 1. The County of Currituck is authorized to enter into a contract in the amount of \$93,953.50 with Election Systems & Software for the sole source purchase of a Model DS200 Scanner and associated accessories in accordance with the sole source provision requirements set forth by N.C. Gen. Stat. §143-129(e)(6). Further, the county manager is authorized to execute the agreement with Election Systems & Software for the acquisition apparatus, materials, trade-in approval and equipment acquisition described in this resolution and the proposed contract.

Section 2. This resolution shall be effective upon its adoption.

This the ____th day of June, 2018.

Bobby Hanig, Chairman
Board of Commissioners

ATTEST:

Leeann Walton
Clerk to the Board of Commissioners

6. Proclamation-70th Anniversary of the Shawboro Ruritan Club

SHAWBORO RURITAN 70TH ANNIVERSARY PROCLAMATION

WHEREAS: the Shawboro Ruritan Club in Currituck County, North Carolina was issued the 248th Charter on September 7, 1948, from Ruritan National, and;

WHEREAS: Ruritan Clubs unify the efforts of individuals, organizations and institutions in the community toward making it an ideal place in which to live, and;

WHEREAS: as a duly chartered Ruritan Club, the Shawboro Ruritan Club has continued to maintain its commitment to the Ruritan principles, and;

WHEREAS: the Shawboro Ruritan Club, one of five Ruritan Clubs in Currituck County, has 65 years of continuous Fellowship, Goodwill and Community Service for the Shawboro region of Currituck County and;

WHEREAS: through the promotion of Fellowship and Goodwill it has created a better place to live and work, and;

WHEREAS: through the promotion of Community Service its initiatives are focused on the welfare of its entire constituency thereby creating opportunities and a better way of life for all.

NOW THEREFORE BE IT RESOLVED: The Board of Commissioners of Currituck County would like to recognize the Shawboro Ruritan Club for its 70 years of Fellowship, Goodwill and Community Service to the well-being of the citizens of Currituck County.

ADOPTED this 4th day of June, 2018:

Bobby Hanig, Chairman

Clerk to the Board

7. Knotts Island Ruritans-Peach Festival Event Application

8. AMENDED-Resolution of the Currituck County Board of Commissioners opposing North Carolina General Assembly Proposal to Eliminate a District Court Judge Position in the First Judicial District

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS
OPPOSING NORTH CAROLINA GENERAL ASSEMBLY PROPOSAL TO
ELIMINATE A DISTRICT COURT JUDGE POSITION IN THE FIRST JUDICIAL
DISTRICT

WHEREAS, there is pending in the North Carolina General Assembly House Bill 717, with Options B and Option C, that if enacted would eliminate one of five district court judge positions in the First Judicial District; and

WHEREAS, the First Judicial District is a geographically sprawling district comprised of seven Northeastern North Carolina counties that are not easily reached due to separation by the Albemarle Sound; and

WHEREAS, twenty years ago, with support and justification established by the First Judicial District judiciary, attorneys, law enforcement and others that regularly have matters before the district court, the number of district judge positions was increased from four to five to respond to an ever increasing caseload and delayed resolution of cases; and

WHEREAS, the demand on the district court continues to increase particularly in Currituck County which is one of the fastest growing counties in the State of North Carolina; and

WHEREAS, the North Carolina General Assembly has also added to the burden of counties and the district court by requiring faster disposition of juvenile custody and placement matters, that are in the exclusive jurisdiction of the district court, with financial consequences to the counties for failure to meet deadlines established by the state; and

WHEREAS, the reduction in days that the district court is operational in the First Judicial District will delay justice for numerous parties seeking resolution to their legal issues and lend truth to the adage that "justice delayed is justice denied".

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

Section 1. Currituck County opposes House Bill 717 with Options B and C, or any other legislation, which eliminates a district court judge position in the First Judicial District.

Section 2. The Clerk to the Board of Commissioners is directed to forward a copy of this resolution to the county's legislative delegations, Speaker of the House Tim Moore and President Pro Tempore of the Senate Phil Berger.

Section 3. This resolution is effective upon adoption.

ADOPTED this the 4th day of June, 2018.

C) County Manager's Report

Mr. Scanlon reminded Commissioners of the upcoming North Carolina Department of Transportation meeting on the proposed widening of Short Cut Road.

RECESS

Chairman Hanig recessed the regular meeting of the Board of Commissioners to hold Special Meetings of the Tourism Development Authority and the Ocean Sands Water and Sewer District Board.

SPECIAL MEETING OF THE TOURISM DEVELOPMENT AUTHORITY

The Currituck County Board of Commissioners held a Special Meeting sitting as the Tourism Development Authority. The special meeting took place during a recess of the 6:00 PM regular meeting held on June 4, 2018, in the Board Meeting Room of the Historic Currituck Courthouse, 153 Courthouse Road, Currituck, North Carolina.

1. Presentation of Tourism Development Authority Budget for FY 2018-2019

Tameron Kugler, Director of Travel & Tourism, was seated with the Tourism Development Authority and Dan Scanlon, County Manager, presented the proposed budget for Fiscal

Year 2018-19. He began with an explanation of occupancy tax appropriations breakdowns and restrictions and reviewed funds related to promotion, tourism-related expenditures, Whalehead operations budget, and presented costs that would include additional services for visitor population.

Connecting Corolla Plan and professional services for gathering data on beach erosion rates and initial civil work or development of the county's ten acre parcel on the beach were included as capital projects.

A date of June 18, 2018, was set for Public Hearing for possible adoption and an effective date of July 1, 2018. The budget is available for review on the county website or in paper form in the Manager's office.

ADJOURN TOURISM DEVELOPMENT AUTHORITY

With no further business, Commissioner White moved to adjourn. The motion was seconded by Commissioner Gilbert and passed unanimously, concluding the special meeting of the Tourism Development Authority.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bob White, Commissioner
SECONDER:	Marion Gilbert, Commissioner
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Bob White, Commissioner
ABSENT:	Mike D. Hall, Commissioner

SPECIAL MEETING OF THE OCEAN SANDS WATER & SEWER DISTRICT BOARD

The Currituck County Board of Commissioners held a Special Meeting sitting as the Ocean Sands Water and Sewer District Board. The special meeting took place during a recess of the 6:00 PM regular meeting held on June 4, 2018, in the Board Meeting Room of the Historic Currituck Courthouse, 153 Courthouse Road, Currituck, North Carolina.

1. Presentation of FY 2018-19 Budget for Ocean Sands Water & Sewer District

County manager, Dan Scanlon, reviewed the Fiscal Year 2018-2019 budget proposed for the Ocean Sands Water & Sewer District representing water and sewer operations on the Currituck Outer Banks.

After review a date of June 18, 2018, was set for public hearing and possible adoption with an effective date of July 1, 2018.

ADJOURN OCEAN SANDS WATER & SEWER DISTRICT

With no further business Commissioner Payment moved to adjourn. The motion was seconded by Commissioner White and passed unanimously, concluding the special meeting of the Ocean Sands Water and Sewer District Board.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mike H. Payment, Vice Chairman
SECONDER:	Bob White, Commissioner
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Bob White, Commissioner
ABSENT:	Mike D. Hall, Commissioner

CLOSED SESSION

The regular meeting of the Board of Commissioners was reconvened.

1. Closed Session Pursuant to G.S. 143-318.11(a)(3) to consult with the County Attorney and in Order to Protect the Attorney-Client Privilege.

Chairman Hanig requested a motion to enter closed session pursuant to G.S. 143-318.11(a)(3) to consult with the county attorney and in order to protect the attorney-client privilege. Commissioner Etheridge moved to enter closed session and was seconded by Commissioner Payment. The motion passed unanimously and the Board went into closed session.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mary "Kitty" Etheridge, Commissioner
SECONDER:	Mike H. Payment, Vice Chairman
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Bob White, Commissioner
ABSENT:	Mike D. Hall, Commissioner

ADJOURN

Motion to Adjourn Meeting

The Board returned from Closed Session and there was no further discussion. Commissioner Etheridge made a motion to adjourn and Commissioner Beaumont seconded the motion. The motion passed unanimously and the Board of Commissioners meeting was concluded at 8:50 PM.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mary "Kitty" Etheridge, Commissioner
SECONDER:	Paul M. Beaumont, Commissioner
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Bob White, Commissioner
ABSENT:	Mike D. Hall, Commissioner



Currituck County

Planning and Community Development Department
 Planning and Zoning Division
 153 Courthouse Road, Suite 110
 Currituck, North Carolina 27929
 252-232-3055 FAX 252-232-3026

To: Board of Commissioners

From: Planning Staff

Date: May 29, 2018

Subject: PB 18-10 Clifford C. Byrum Jr., Craft Distillery

The enclosed text amendment, submitted by Clifford C. Byrum Jr., is intended to revise Chapter 10 of the UDO to define Craft Distilleries based on volume produced in lieu of the current building square footage threshold. The UDO currently classifies breweries by volume produced. The text amendment proposes to regulate distilleries similarly.

According to the American Distilling Institute, the production limit for a Craft Distillery is 52,600 cases per year.

Planning Board Recommendation – May 10, 2018

Mr. Craddock made a motion to approve with the change to the limited number of cases being 52,000 since it is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans; is not in conflict with any provision of this Ordinance or the County Code of Ordinances and is required by a change. Mr. O'Brien seconded the motion and the motion carried unanimously.

RESULT: RECOMMENDED APPROVAL – WITH CHANGE TO 52,000 LIMITED CASES PER YEAR

MOVER: Steven Craddock, Board Member

SECONDER: Jeff O'Brien, Board Member

AYES: Fred Whiteman, Chairman, Carol Bell, Board Member, Steven Craddock, Board Member, Jeff O'Brien, Board Member, Jane Overstreet, Board Member

ABSENT: C. Shay Ballance, Vice Chairman, John McColley, Board Member, J. Timothy Thomas, Board Member

Planning Board Discussion

Chairman Whiteman during the work session had questioned the case number limit of 52,600 and referenced the online site for the American Distilling Institute showing that the number is actually 52,000. Also, Larry Lombardi represented Mr. Byrum and a phone conference was held during the work session that included Mr. Byrum, staff and board members. Mr. Byrum said he miscalculated the number of cases and agreed that the number should be changed to 52,000. Chairman opened the public hearing. No one was signed up to speak, nor wished to speak and the public hearing was closed.

PB 18-10 Clifford C. Byrum Jr., Craft Distillery
 Text Amendment
 Page 1 of 3

Attachment: Staff Report Craft Distilleries (Clifford Byrum) (PB 18-10 Clifford C. Byrum, Jr.)

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

Item 1: That Chapter 10 of the Unified Development Ordinance is amended by deleting the following strikethrough language and adding the underlined language.

CRAFT DISTILLERY

An establishment where spirituous liquor is produced on-site, and which shall include a tasting room in which guests or customers may sample the products. ~~The building in which the craft distillery operates shall not exceed 4,000 square feet.~~ Craft distilleries shall not produce more than 52,600 cases annually.

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

Item 4: This ordinance amendment shall be in effect from and after the ____ day of _____, 2017.

Board of Commissioners' Chairman
Attest:

Leeann Walton
Clerk to the Board

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

PLANNING BOARD DATE: 5/10/2018
PLANNING BOARD RECOMMENDATION: _____ Approved _____
VOTE: 5 AYES 0 NAYS
ADVERTISEMENT DATE OF PUBLIC HEARING: 5/25/2018 & 6/01/2018
BOARD OF COMMISSIONERS PUBLIC HEARING: 6/04/2018
BOARD OF COMMISSIONERS ACTION: _____
POSTED IN UNIFIED DEVELOPMENT ORDINANCE: _____
AMENDMENT NUMBER: _____



Text Amendment Application

OFFICIAL USE ONLY:

Case Number: _____
 Date Filed: _____
 Gate Keeper: _____
 Amount Paid: _____

Contact Information

APPLICANT: _____
 Name: Clifford C. Byrum, Jr.
 Address: 823 Amanda Drive
Matthews, NC 28104
 Telephone: (m) 803-554-3426; (h) 704-708-9634
 E-Mail Address: buddybyrum@gmail.com

Request

I, the undersigned, do hereby make application to change the Currituck County UDO as herein requested.

Amend Chapter(s) 10 Section(s) 10.5 (Definitions) as follows:

Change definition of "Craft Distillery" to eliminate building size (sq. ft.) and replace with production quantity, similar to how "Microbrewery" is defined. Distillery production volumes are typically measured in number of "cases" where one (1) case equals 12 bottles, with typical bottle size of 750 ml. The American Distilling Institute (ADI) defines Craft Distilleries as having annual production less than 100,000 proof gallons. A proof gallon is one (1) gallon of spirits at 100 proof. Typical bottled spirits are 80 proof with a case containing approximately 1.9 proof gallons. Based on this conversion the ADI definition for Craft Distilleries is approximately 52,600 cases. Alternately, the Tax Cuts and Jobs Act passed by Congress lowered excise taxes on the first 100,000 proof gallons to stimulate craft distillery startups. My proposed text amendment is to use 52,600 cases as the annual limit in defining "Craft Distillery".

*Request may be attached on separate paper if needed.

Clifford C. Byrum, Jr.
 Petitioner

3-22-2018
 Date

Text Amendment Submittal Checklist

Staff will use the following checklist to determine the completeness of your application. Only complete applications will be accepted.

Text Amendment Submittal Checklist

Date Received: _____

Project Name: _____

Applicant/Property Owner: _____

Text Amendment Submittal Checklist

1	Complete Text Amendment application	
2	Application fee (\$150)	
3	2 hard copies of ALL documents	
4	1 PDF digital copy of all documents (ex. Compact Disk – e-mail not acceptable)	

For Staff Only

Pre-application Conference

Pre-application Conference was held on _____ and the following people were present:

Comments



Currituck County

Planning and Community Development Department
 Planning and Zoning Division
 153 Courthouse Road, Suite 110
 Currituck, North Carolina 27929
 252-232-3055 FAX 252-232-3026

To: Planning Board
 From: Planning Staff
 Date: May 10, 2018
 Subject: PB 18-11 Julie Christian, Medical Aesthetics Tattooing

The enclosed text amendment submitted by Julie Christian is intended to revise Chapter 10 of the Unified Development Ordinance to allow Medical Aesthetics Tattooing in the General Business (GB) Zoning District. The current ordinance allows tattooing only in the LI and HI zoning districts and does not acknowledge different types of tattooing. Medical Aesthetics tattooing, as defined below, is a professional service conducted in an office setting similar to a doctor or dentist. Including Medical Aesthetics Tattooing in the definition of *Professional Services Office* will allow the use in the MXR, GB, LB, CC, and VC zoning districts.

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

Item 1 That Chapter 10 of the Unified Development Ordinance is amended by deleting the following strikethrough language and adding the underlined language.

OFFICE, PROFESSIONAL SERVICES

A room or group of rooms used for conducting the affairs of a business, profession, or service industry. Examples of professional services offices include offices for lawyers, accountants, engineers, architects, doctors, dentists, medical aesthetics tattooing, and similar professions.

TATTOO PARLOR

An establishment whose principle business activity, ~~either in terms of operation or as held out to the public~~, is the practice of producing body art including but not limited to one or more of the following: (1) the placing of designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin.

BODY ART

Art made on, with, or consisting of the human body. The most common forms of body art are tattoos and body piercings. Other forms include scarification, branding, subdermal implants, scalpelling, shaping, and body painting. Body art is decorative in nature and does not include medical aesthetics tattooing.

MEDICAL AESTHETICS TATTOOING

An advanced form of cosmetic tattooing performed by a permanent cosmetics technician.

Services provided include but are not limited to the following:

- The diminishment of the appearance of scar tissue due to traumatic injury
- Enhancement of lip symmetry due to a cleft lip
- Restoration of the areola complex
- Restoration of the appearance of hair loss due to alopecia
- Vitiligo color restoration
- Permanent cosmetics

Medical aesthetics tattooing does not include services defined as body art.

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

Item 4: This ordinance amendment shall be in effect from and after the ____ day of _____, 2017.

Board of Commissioners' Chairman
Attest:

Leeann Walton
Clerk to the Board

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

PLANNING BOARD DATE: _____
 PLANNING BOARD RECOMMENDATION: _____
 VOTE: _____AYES _____NAYS
 ADVERTISEMENT DATE OF PUBLIC HEARING: _____
 BOARD OF COMMISSIONERS PUBLIC HEARING: _____
 BOARD OF COMMISSIONERS ACTION: _____
 POSTED IN UNIFIED DEVELOPMENT ORDINANCE: _____
 AMENDMENT NUMBER: _____



Text Amendment Application

OFFICIAL USE ONLY:

Case Number:

Date Filed:

Gate Keeper:

Amount Paid:

 PB 18-11
 3/22/18
 J. Littern

Contact Information

APPLICANT:

Name:

Julie Christian

Address:

 222 Shingle Landing Rd
 Moyock, NC 27958

Telephone:

252-548-4415

E-Mail Address:

julie.skin973@gmail.com

Request

I, the undersigned, do hereby make application to change the Currituck County UDO as herein requested.

Amend Chapter(s) 10 Section(s) 10.5 as follows:

To allow Medical Aesthetics Tattooing in the
 General Business Zoning District.

*Request may be attached on separate paper if needed.

Julie Christian
 Petitioner

3/22/18
 Date



CURRITUCK COUNTY NORTH CAROLINA

May 21, 2018

Minutes – Regular Meeting of the Board of Commissioners

SPECIAL MEETING

The Currituck County Board of Commissioners met at 4:00 PM in a Special Meeting sitting as the Board of Equalization and Review. The meeting was held in the Conference Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina.

1. 4:00 PM Board of Equalization and Review

Mr. Tracy Sample, Tax Department, was present with the Board of Commissioners. The purpose of the meeting was to hear and consider appeals of tax assessments by property owners. No one appeared during the session and the Special Meeting of the Board of Equalization and Review adjourned at 4:30 PM.

WORK SESSION

Prior to the work session, Planning and Community Development Director, Laurie LoCicero, provided a status update on the county's new solar ordinance currently being drafted. The Board confirmed the provisions to be included in the ordinance and asked staff to bring back the ordinance for review when completed.

1. 5:00 PM Career & Technical Education-Don Monroe

The Board of Commissioners met at 5:00 PM with Mr. Don Monroe, Director of Education for Currituck County Schools, who presented information on a Career and Technical Education (CTE) program. A brochure and information packet were distributed to Board members and Mr. Monroe reviewed the plan. The program would begin with an exploratory piece in middle school and, for students who choose to continue a CTE pathway through high school, would provide internships and opportunities to transition to College of the Albemarle or earn credentials while in high school. Mr. Monroe, along with Bill Dobney, Currituck Board of Education Chairman, Mark Stefanik, Superintendent, and Renee Dowdy, Currituck County High School Principal, responded to questions posed by Commissioners. Costs associated to implement the program were reviewed and the Board was asked to consider providing \$100,030.50 to fund the program for the next school year.

Commissioners discussed the need for technical education in Currituck County and agreed to notify school staff as soon as possible with regard to funding. The work session concluded at 5:44 PM.

6:00 PM CALL TO ORDER

Communication: Minutes for May 21, 2018 (Approval Of Minutes-May 21, 2018)

The Currituck County Board of Commissioners met in regular session at 6:00 PM in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina.

Attendee Name	Title	Status	Arrived
Bobby Hanig	Chairman	Present	
Mike H. Payment	Vice Chairman	Present	
Paul M. Beaumont	Commissioner	Present	
Mary "Kitty" Etheridge	Commissioner	Present	
Marion Gilbert	Commissioner	Present	
Mike D. Hall	Commissioner	Present	
Bob White	Commissioner	Present	

Chairman Hanig called the meeting to order.

A) Invocation & Pledge of Allegiance-Reverend Eric Rainwater, Currituck Bible Baptist Church

Pastor James Clark attended to offer the Invocation and lead the Pledge of Allegiance.

B) Approval of Agenda

Commissioner Gilbert moved to approve the agenda with an amendment to have the Commissioners Report take place after the Public Comment portion of the agenda.

The motion was seconded by Commissioner White and carried unanimously.

Approved agenda:

Special Meeting

4:00 PM Board of Equalization and Review

Work Session

5:00 PM Career & Technical Education-Don Monroe

6:00 PM Call to Order

A) Invocation & Pledge of Allegiance-Reverend Eric Rainwater, Currituck Bible Baptist Church

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.

Commissioners Report: Agenda was amended and Commissioners

Report was held following the public comment period**Administrative Reports**

- A) Currituck County Audit Report-Chris Burton of Carr, Riggs & Ingram, LLC

Public Hearings

- A) **Public Hearing and Consideration of Resolution Creating the Corolla Fire Protection Service District**
- B) **Consideration and Action: PB 18-09 Muddy Acres:**
Request for a preliminary plat/use permit for a Type II, 5 lot major, conservation subdivision on 13.33 acres located on Tulls Creek Road, Tax Map 14, Parcel 18H, Moyock Township.
- C) **PB 18-12 Sign Illumination:** Text Amendment to modify the Unified Development Ordinance, Chapter 5. Development Standards to address sign lighting.

New Business

- A) **Consideration and Action: PB 14-34 Currituck Reserve: A request for a two year extension of the preliminary plat/use permit for a conservation subdivision consisting of 103 residential lots located at the terminus of Campus Drive in Moyock.**
- A) **Consideration of an Ordinance Amending Section 10-129 of the Currituck County Code of Ordinances to Modify the Permitted Size of Containers for Storage of Rental Items on the County's Ocean Beach.**
- B) **Consideration of an Ordinance of the Currituck County Board of Commissioners Amending Section 10-64 of the Currituck County Code of Ordinances to Provide for Issuance of Parking Permits for Leased Motor Vehicles**
- C) **Resolution of the Currituck County Board of Commissioners Appointing Matthew Wayne Beickert as Currituck County Sheriff**
- D) **Consent Agenda**
 - 1. Approval Of Minutes-April 16, 2018

2. Budget Amendments
3. JCPC Funding Plan and Certification for the fiscal year ending June 30, 2019
4. JCPC Funding Plan Revised for FY ending June 30, 2018
5. A Resolution of the Currituck County Board of Commissioners Supporting Reappointment of Renee Cahoon to the North Carolina Coastal Resources Commission
6. Older Americans Month and Elder Abuse Awareness Proclamations
7. Consideration of Mutual Aid Agreement with City of Chesapeake
8. Consideration of Debris Recovery and Monitoring Contract Amendments With Southern Disaster Recovery, LLC and Landfall Strategies, LLC
9. Job Description Revision and Classification-Maintenance Repair Worker-HVAC
10. Crawford Volunteer Fire Department Spending Request-Motor Repairs/Rebuild, Tower 4

~~E) Commissioner's Report~~ *This item was moved and was held after Public Comment.*

F) County Manager's Report

Special Meeting of the Tourism Development Authority

Budget Amendments for the TDA

Special Meeting of the Ocean Sands Water & Sewer District

Budget Amendments for OSWSD

Closed Session

Closed Session Pursuant to G.S. 143-318.11(a)(3) to consult with the County Attorney and in Order to Protect the Attorney-Client Privilege

Adjourn

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Marion Gilbert, Commissioner
SECONDER:	Bob White, Commissioner
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Mike D. Hall, 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.

Carol Martins, a Carova beach property owner, talked about the beach parking pass, beach driving and road maintenance on the off-road beach. She expressed concerns with beach maintenance and said a paved road is needed.

Ed Cornet, Corolla, used a powerpoint and displayed comparative data for various sectors of the county and suggested whether the county shares common objectives with such diversity. He questioned whether tax dollars have been used wisely.

Fran Grossman of Corolla, told of a recent accident in which a tourist hit her with a rented, three-wheeled vehicle, injuring her. She said the vehicles are unsafe and wants the Board to do something about these rentals. She thanked the county's Emergency Medical Service personnel who responded to her 911 call.

Cameron Tabor of Moyock spoke in support of the Resolution to appoint Matthew Beichert as Sheriff.

COMMISSIONER'S REPORT

Commissioner Hall recognized National Police Week and thanked all of the men and women in Law Enforcement.

Commissioner White reported on the recent Tourism Advisory Board meeting he attended and a recent meeting with The Currituck Club to discuss the proposed Corolla fire service district. He thanked attendees, including Fire and Emergency Medical Services (EMS) Chief Ralph Melton and Deputy Chief Tim Riley. He announced signage will be installed to notify the public of tire air-up/air-down locations. In response to public comment speakers, Commissioner White said the beach parking pass is a stepping stone, with changes to come as needed, and a future land swap with Fish and Wildlife will allow the off-road access to move further north. He said the county is currently looking at regulations for 3-wheel vehicles.

Commissioner Gilbert announced a Currituck Kids Let Summer Begin fundraiser scheduled for June 2, 2018, at Currituck BBQ.

Commissioner Etheridge congratulated the Currituck County Department of Social Services on their Foster Care state audit and noted 100% compliance in most areas, a remarkable accomplishment.

Commissioner Payment reported his attendance at the Museum of the Albemarle to participate in the displaying of the Albemarle region charter documents, part of the 350th Anniversary celebration of the Albemarle region. He encouraged everyone to be careful on the roads with the increasing traffic.

Commissioner Beaumont attended the first graduation of the Currituck County Fire Academy and had the opportunity to address the Corolla Ocean Rescue crew. He said both groups were motivated and impressive. Commissioner Beaumont reported the Carova Volunteer Fire Department received a new telesquirt apparatus.

Chairman Hanig announced County retirements and provided a brief review of retiring Sheriff Susan Johnson's tenure with Currituck County. He thanked Sheriff Johnson for her

commitment to the county. Court decisions related to pending lawsuits were reported and all favoring the county. All claims were dismissed in Coastland Corporation v. Currituck County, the Supreme Court set aside a \$39 million judgment in Swan Beach Corolla, LLC v. Currituck County, and the North Carolina Court of Appeals determined the trial court was erroneous when they issued a preliminary injunction to prevent the county from halting construction of a 15,000 square foot home in Letendre v. Currituck County. Chairman Hanig commended the Board of Commissioners for standing fast in their convictions and thanked County Attorney, Ike McRee, for a job well done.

ADMINISTRATIVE REPORTS

A. Currituck County Audit Report-Chris Burton of Carr, Riggs & Ingram, LLC

Eric Burton of Carr, Riggs & Ingram, LLC, presented the annual audit for Currituck County. He reviewed financial highlights, noted the county was strong in all areas, and said our tax collections rate of 99.01% was among the highest he has seen. Revenues and expenditures, changes to the fund balance, capital expenditures and compliance reports were reviewed. He noted the county's credit rating upgrade.

PUBLIC HEARINGS

A. Public Hearing and Consideration of Resolution Creating the Corolla Fire Protection Service District

Ike McRee, County Attorney, reviewed the statute, authority and process for creation of an enhanced service district and presented information on the Resolution to establish the Corolla Fire Protection Service District to be considered at public hearing. The district would include the area from the Dare/Currituck County line to the north beach access ramp and take effect July 1, 2018, if approved.

County Fire and Emergency Medical Services (EMS) Chief Ralph Melton and County Fire and EMS Deputy Chief Tim Riley used a powerpoint and discussed the imminent need for paid firefighters and enhanced services in Corolla as described in the Corolla Volunteer Fire and Rescue's (CFR) 2016 Strategic Plan submitted to the County. Chief Melton reviewed parts of the Strategic Plan which said CFR lacked fully-trained volunteers, noted the advanced ages of volunteers, and concluded the firefighting task is above the capability of the volunteer force and augmenting the volunteer service with paid, full-time, fully-trained firefighters was the only viable solution. CFR asked the county to consider creating a fire tax district at a rate of .04 to .05 cents per \$100 of assessed property value. A survey of property owners conducted by CFR resulted in a 94% favorable response to creation of the district.

Chief Melton and Deputy Chief Riley presented the county plan for paid service and reviewed staffing and scheduling requirements necessary for both EMS and Fire and discussed a federal grant awarded to the county, the SAFER grant, which would help to offset initial salary costs for paid fire positions. Staff credentials, training and value added programs related to prevention, education and inspections were discussed, as well as tax rates, Insurance Service Office (ISO) ratings and the continued roles of volunteers. Chief Melton countered statements made in a letter mailed to the

community by Corolla Fire and Rescue Foundation (CFRF). He noted the .05 cent district tax rate would not increase as stated, and he responded to statements related to staffing and the "rural versus urban" fire service, ISO ratings and volunteer participation. Chief Melton and Deputy Chief Riley described the cooperative working relationship between volunteers and county personnel who are currently running calls together.

Chief Melton and Deputy Chief Riley responded to Board questions. County Manager, Dan Scanlon, explained that the .05 cent tax would cover up front costs to implement the program and create a reserve going forward for unforeseen expenses. He does not anticipate the tax ever going higher than .05 cents and reviewed funding for both Fire and EMS, with ad valorem tax still being appropriated for EMS and to support the volunteer fire contract. Chief Melton explained the expanded EMS capability provided with fire service.

Chairman Hanig opened the Public Hearing.

Jack Riggle, President of the Whalehead Property Owners Association (POA), spoke on behalf of POA members and presented results of a poll of members asked about a .05 cent tax as opposed to a .04 cent tax, with 11 in favor, 7 opposed and 1 wanting more information. He said members did support the .04 cent tax, and he relayed comments from members regarding services. Mr. Riggle said he personally supports the district.

Al Marzetti of Corolla and President of Corolla Fire and Rescue Squad, acknowledged the volunteers in attendance. Mr. Marzetti said ISO designates Corolla as a rural district. He said the CFR proposed .02 plus .02 cent tax is favorable. He discussed the need to determine required protections and capabilities and balancing those needs between a robust volunteer force and supplemental EMS staff without overburdening the taxpayer. He described typical fires that occur in Corolla and provided data on call volume, call types, and response statistics related to those calls. He said water supply is an issue. Mr. Marzetti discussed the need for additional staffing and said new volunteers are being recruited. He expressed concern that volunteers will get discouraged working with paid staff. He discussed additional wear on apparatus that may result in increased maintenance costs. He talked of the letter mailed to property owners, at the request of the CFR Board. He asked Commissioners to consider moving forward incrementally. Mr. Marzetti questioned the need for Captains and suggested CFR Chief Shortway could supervise Lieutenants at a reduced cost.

Mr. Marzetti responded to questions posed by Commissioners. He said the volunteer fire department was being kept in the dark regarding the plan for Corolla but Commissioners who were present at prior meetings disagreed, and noted Mr. Marzetti was present when the county reviewed the strategic plan. The rural, urban and suburban fire services were discussed as they relate to the size of structures, population and other factors. Commissioner Beaumont mentioned concerns with large structures being built on the beach and staffing needs were reiterated by Mr. Marzetti.

Michael Carter of Moyock, and former Chief of Currituck County Fire & EMS, talked about proper fire response and staffing based on National Fire Protection Association (NFPA) standards. He discussed positive changes effected with proper staffing and suggested ISO ratings will improve resulting in insurance cost savings for citizens. He

said a combination service is a better system.

Tim Bostaph of Corolla told the Board he was recently voted out as President of Corolla Fire & Rescue. He confirmed CFR initially went to the county and he stated the county desired a combination system, not a takeover of fire services. He said he was the one who determined the .04 cent tax, not the county, and he reported 94% of survey respondents approved of a plan to hire 16 paid firefighters. Mr. Bostaph said Corolla businesses are extending their seasons with more tourists visiting year round. He said the volunteer pool is very small and younger ones are not joining sufficiently to replace losses. Mr. Bostaph responded to Mr. Marzetti's claim that they were in the dark. Mr. Bostaph said he briefed the Board and the CFR Chief on the status at least once a month and Commissioners met with them recently to discuss the proposal.

Chairman Hanig called a recess at 7:46 PM. The meeting reconvened at 7:58 PM.

Chet Fleming, Captain Operational Supervisor for Currituck County in Corolla, spoke in support of Fire District citing concerns with the safety of his crew and volunteers. He relayed challenges with the current configuration and described an incident where he needed to provide EMS services to an aging volunteer which took him away from fire suppression.

Ed Cornet of Corolla used a powerpoint and presented charts and graphs on the performance of Corolla Fire and Rescue volunteer response and statistical data on call types, daily distribution and frequencies. EMS call statistics were presented and Mr. Cornet compared the CFR staffing plan with the County plan. He suggested a charter to define the scope of services and cost allocations and establishes a citizen advisory. A chart showing the CFR financial model was shown, and Mr. Cornet suggested the County's tax rate calculation was incorrect and that Corolla property owners are paying multiple times for EMS services. He said an incremental rise to a .04 cent tax is what the Corolla community agreed to. Mr. Cornet responded to Board questions during presentation.

Rex Luzader, a Corolla property owner, referred to the public notice he received in the mail and said the county could communicate better with property owners. He suggested the water supply is inadequate and that issue needs to be addressed.

Jeanne Fitzpatrick, an Ocean Sands resident, reviewed questions and responses to a survey sent to Corolla property owners from CFR. Survey respondents overwhelmingly supported the CFR plan over the County plan. Ms. Fitzpatrick responded to Board questions. Commissioners discussed the how questions were worded and posed on the survey. Commissioner Beaumont suggested that the survey is misleading, as all of the facts were not presented relative to the county's involvement at the request of CFR, and Commissioner White questioned the timing of the survey which was sent shortly after property owners received their letter from CFR.

Roger Crafe of Pine Island said he is not in favor and asked the Board to delay implementation of the county district plan and stay with the CFR plan.

Robert Scott read a letter from Mr. Glenn Shaw, who was unable to attend. The letter

suggested a combination department would squeeze out volunteers causing paid firefighters to be installed resulting in excessive costs for property owners. The letter supported the original CFR plan submitted to residents of Corolla. Mr. Scott also commented as a Corolla resident and asked the Board to think about spending of taxpayer money.

Bryan Daggett of Corolla said he strongly opposes the tax district, as it is unnecessary with no positive return for the additional tax. He suggested spending money to hire more ocean rescue and for flood mitigation. He is not in favor of any tax, including the .04 cent CFR plan.

Barbara Marzetti, Ocean Sands resident and President of the Corolla Civic Association, reviewed additional taxes assessed in some communities. She said the .05 cent rate is too high and there is not enough support for the levels the county proposes. She said the community supports the .04 cent tax in increments, offset with the SAFER grant.

Gerrilea Adams of Corolla, President of the Crown Point POA, said her community was in favor of the .04 cent, .02 plus .02 cent tax with the SAFER grant. She said a petition was circulated with 95% wanting the 2 + 2 plan not the county's. She discussed additional district taxes such as solid waste and stormwater, and noted the increase would be an undue burden on property owners. She said the personnel have already been installed with equipment and training, and they are paying for something that has not yet been approved.

Mr. Scanlon said the County was asked to implement the service prior to the start of the season at the request of CFR leadership at the time.

William Bailey of Maple, and Chairman of the Fire and EMS Advisory Board, supports the .05 cent tax. He said in 2016 he was asked by the CFR Chief to support additional firefighters and was provided with a copy of CFR's strategic plan at that time. He said the paid and volunteer firefighters are working together and the community simply does not want to pay for the service. He said the Board has a responsibility to do it right from the outset and move forward with the district. Mr. Bailey said the service can be scaled back if needed.

Sam Dahl of Shawboro and a Corolla Fire District Captain, presented information on firefighting in Corolla relative to wind driven fires and wood structures. He discussed service and equipment needs to fight fires in the Corolla community. He said a combination fire fighting system is an excellent idea for Corolla, reviewed Duck & Carova mutual aid response times, and said working with CFR volunteers at the Pine Island Station is a pleasure. He discussed his salary and corrected the misreported figure.

Barry Richman of Corolla and Vice President of the CFR Foundation, began with comments on both CFR surveys. He said the building codes need to be changed to make homes safer, citing sprinklers. He relayed his volunteer experience in Corolla and prior service as president of the CFR Foundation Board. He said the proposed staffing is excessive as is the tax burden, and the tax would escalate. He suggested restricting access to the off-road area as a way to promote safety.

The Board began a discussion of building codes and relayed the county's attempts to acquire authority to require sprinkler systems in residential homes.

Mike Lane of Moyock and a newly-appointed Corolla Lieutenant, said he believes in what they are doing and believe in the plan. He recalled some of his experiences as a firefighter and asked the community to allow them to prove their worth.

With no one else signed up nor wishing to speak, Chairman Hanig closed the Public Hearing.

Chief Melton and Deputy Chief Riley returned to respond to questions from the Board related to mutual aid with the Town of Duck, large event homes and entering homes during fire response. Commissioner Beaumont discussed his belief that it is the responsibility of the County when the county is notified that a volunteer service is incapable of providing a response and the County must do something, just like in Knotts Island.

Commissioner White asked Chief Melton to report on the combination fire department formed in Knotts Island, saying it is going well and there has been an uptick in volunteers since the combination department was formed. Chief Melton and Deputy Chief Riley described how the Corolla staffing plan was developed. Mr. Scanlon explained how the .05 cent tax rate was determined. He reviewed the fire system schedule and the additional manpower that were picked up utilizing the firefighting schedule. He explained the .01 cent is additional costs, above the people, such as gas, insurance, gear, equipment, and the cost of operations. He clarified it is possible the cost will be less than .05, but it will not be more and the budget was put together using year 4, not year 1. He is confident the rate will remain stable. Fire based and EMS based systems were discussed.

Mr. Scanlon assured the Board that computations to determine the .05 cent rate was computed using correct property valuation for Corolla communities. The fatigue factor was discussed and the Board was assured by Chief Melton that staff will be monitored and schedules changed if needed.

Commissioner Etheridge said the County could have handled the situation better, agreeing that more firefighters are needed. She said she still has questions about the SAFER grant, and asked if turnover and loss of volunteers has been figured into the tax rate. Mr. Scanlon said turnover is always a potential issue. He said the dollars are there to pay salaries.

When asked by an audience member, Chief Melton said he would provide the average age of the new firefighters.

Commissioner Hall said the issue has gotten complicated, although we have all been talking about the same thing from the beginning. He said he would have liked to have seen this happen months ago and it is one of the toughest questions he has had to work on. He will vote on what is best for Currituck.

Commissioner Etheridge moved to postpone the vote until the Board has the budget so the citizens of Corolla can know exactly what it's going to cost. Commissioner Hall seconded the motion. The motion did not pass. The vote was 2-5 with Commissioners Etheridge and Hall in favor and Chairman Hanig and Commissioners Beaumont, Gilbert, Payment and White opposed.

Commissioner White moved to approve and the motion was seconded by Commissioner Gilbert. The motion passed with a vote of 5-2. Commissioners Etheridge and Hall were opposed.

RESOLUTION ESTABLISHING AND CREATING THE COROLLA FIRE PROTECTION SERVICE DISTRICT

WHEREAS, Chapter 153A, Article 16 of the North Carolina General Statutes, authorizes counties within North Carolina, to define service districts to finance, provide, or maintain for such districts one or more services, facilities, or functions in addition to or to a greater extent than those financed, provided or maintained for the entire county; and

WHEREAS, said statutes further provide that the county may define a service district for the purpose of fire protection; and

WHEREAS, the Corolla Fire Protection Service District area is within an unincorporated community and popular tourist destination bordered on the east by the Atlantic Ocean, on the west to the Currituck Sound and only accessible by two lane North Carolina Highway 12 or by boat. The Corolla Fire Protection Service District area contains approximately 5,040 residential and commercial properties and population increasing from 450 year-round residents to 60,000 persons per week during the height of the tourist season; and

WHEREAS, since July 1, 1983 fire protection, suppression and response services have been provided by Corolla Fire and Rescue, Inc., a non-profit volunteer organization funded and providing the services pursuant to a contract with the county. As presented to the county by Corolla Fire and Rescue, Inc. the volunteer department is comprised of 44 volunteer members, 36 of whom over 60 years of age, 16 of whom are 70 years of age or older, and two of whom are 80 years of age or older. In its 2016 strategic plan, Corolla Fire and Rescue, Inc. concluded that due to geographic and economic challenges for a younger population locating to Corolla it is unlikely that younger persons can be recruited to join the volunteer fire department; and

WHEREAS, Corolla Fire and Rescue, Inc. has informed the county that it is unable to meet daily operational demands and fire suppression requirements within the Corolla Fire Protection Service District area and requests that the county provide firefighters to meet fire protection demands and fire

suppression requirements; and

WHEREAS, the Board of Commissioners for the County of Currituck finds that for the foregoing reasons the Corolla Fire Protection Service District area district is in need of fire protection services to a demonstrably greater extent than the remainder of the county to meet the needs and goals set forth above and that it is impracticable to provide the planned fire protection services within the service district created herein on a countywide basis; and

WHEREAS, it is economically feasible to provide the proposed services within the district created herein without an unreasonable or burdensome annual tax levy because the estimated value of property subject to taxation in the Corolla Fire Protection Service District is \$3,780,549,321 and the county has obtained a federal SAFER grant in the approximate amount of \$1,500,000 that will pay a portion of the Corolla Fire Protection Service District cost for the first three years of district operations; and

WHEREAS, there is a demonstrable demand and need for fire protection services proposed within the district as set forth and incorporated into a report which has been available for public inspection in the office of the Clerk to the Board of Commissioners for four (4) weeks prior to the public hearing on the matter of the establishment of the service district which report is incorporated herein by reference, written and verbal communication received prior to the public hearing on the creation of the service district and comments received during the public hearing held on May 21, 2018; and

WHEREAS, the Board of Commissioners for the County of Currituck has caused a notice of such hearing to be duly published in The Coastland Times, a newspaper having general circulation in the County of Currituck, on May 13, 2018, and the County Attorney has certified to the Board of Commissioners that the mailing of notice of hearing has been completed, all in conformity to N.C. Gen. Stat. §153A-302(c).

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

Section 1. The County of Currituck has fully complied with each and every requirement of Chapter 153A, Article 16 of the North Carolina General Statutes and the Currituck County Board of Commissioners determines and finds the same as a fact.

Section 2. The Corolla Fire Protection Service District is hereby established and created consisting of that area bordered on the south by the Dare County line and extending northward to the northern terminus of North Carolina

Highway 12 as more particularly shown on the map attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The County of Currituck may levy property taxes within the Corolla Fire Protection Service District in addition to those levied throughout the county in order to finance, provide or maintain within the district fire protection, response and suppression services provided therein in addition to or to a greater extent than those financed or maintained for the entire county.

Section 4. This resolution shall take effect at the beginning of Fiscal Year 2018-2019.

ADOPTED the _____ day of May, 2018.

Bobby Hanig, Chairman Board of Commissioners

ATTEST:

Clerk to the Board

(COUNTY SEAL)

RESULT:	APPROVED [5 TO 2]
MOVER:	Bob White, Commissioner
SECONDER:	Marion Gilbert, Commissioner
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Marion Gilbert, Commissioner, Bob White, Commissioner
NAYS:	Mary "Kitty" Etheridge, Commissioner, Mike D. Hall, Commissioner

) **Recess**

Chairman Hanig called a ten minute recess. The meeting was reconvened at 9:55 PM.

B. Consideration and Action: PB 18-09 Muddy Acres:

APPLICATION SUMMARY	
Property Owner: Landmark Custom Homes and Design, Inc.	Applicant: Landmark Custom Homes and Design, Inc.
Case Number: PB 18-09	Application Type: Preliminary Plat/Use Permit
Parcel Identification Number: 0014000018H0000	Existing Use: Vacant
Land Use Plan Classification: Rural	Parcel Size (Acres): 4 parcels @ 0.81 acres 1 parcel @ 9.7 acres.

APPLICATION SUMMARY

Number of Units: 5	Project Density: .375 units/acre
Required Open Space: 8 acres (60%)	Provided Open Space: 8 acres (60%)

SURROUNDING PARCELS

	LAND USE	ZONING
NORTH	RESIDENTIAL/UNDEVELOPED	SINGLE FAMILY MAINLAND
SOUTH	UNDEVELOPED/INACTIVE FARMLAND	SINGLE FAMILY MAINLAND
EAST	RESIDENTIAL (DUSTIN ACRES)	CONDITIONAL SFM
WEST	RESIDENTIAL/UNDEVELOPED	AGRICULTURE

The applicant is requesting approval of a preliminary plat and use permit for a 5 lot conservation subdivision along Tulls Creek Rd. Normally subdivisions of 20 lots or less do not require use permits. Due to the number of prior subdivisions from the parent parcel, the 5 proposed lots constitute a Type II Major Subdivision, which requires a use permit.

The subdivision consists of 13.3 acres and proposes 35,000 square foot lots with the remaining 8 acres reserved for open space. The conservation area consists of 5.2 acres of wooded wetlands and 2.8 acres of historical farmland. The open space will contain the stormwater control features for the subdivision. The site lies adjacent to Dustin Acres subdivision which received conditional rezoning (C-SFM) on July 8, 2014 for a similar subdivision layout. Dustin Acres did not require a use permit due to available capacity in the school system. Waterleigh subdivision is adjacent to the rear boundary of Muddy Acres and has received preliminary plat approval for 275 lots. The 2006 land use plan classifies the site as Rural. The Moyock Small Area Plan shows the site as limited service.

Due to the narrow configuration of the subject property there is space for only one street that terminates in a cull de sac. The lot configuration in Dustin Acres is not conducive to interconnectivity with Muddy Acres. These factors produced a connectivity score of 1 which does not comply with the minimum score of 1.2 required by the UDO. The UDO allows flexibility with regard to connectivity scores when it is not possible to achieve the required score due to existing road configurations, or adjacent existing development patterns.

INFRASTRUCTURE

WATER	PUBLIC
SEWER	SEPTIC
TRANSPORTATION	PEDESTRIAN: CIRCULATION NOT REQUIRED FOR 5 OR FEWER LOTS CONNECTIVITY SCORE: 1.0
STORMWATER/DRAINAGE	
SCHOOLS	ELEMENTARY STUDENTS GENERATED: 1 MIDDLE SCHOOL STUDENTS GENERATED: 0 HIGH SCHOOL STUDENTS GENERATED: 0
LANDSCAPING	STREET TREES (30 FEET ON CENTER)
COMPATIBILITY	SIMILAR USE AND LOT SIZE TO SURROUNDING AREAS
RECREATION AND PARK AREA DEDICATION	PAYMENT-IN-LIEU OF DEDICATION (1,238.65)
RIPARIAN BUFFERS	50 FOOT WETLAND BUFFER

RECOMMENDATIONS**TECHNICAL REVIEW COMMITTEE**

THE TECHNICAL REVIEW COMMITTEE RECOMMENDS ADOPTION OF THE USE PERMIT AND APPROVAL OF THE PRELIMINARY PLAT SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

1. The application complies with all applicable review standards of the UDO provided the following items are addressed:
 - a. A 30 foot wide buffer shall be called out on the plat.
2. The applicant demonstrates the proposed use will meet the use permit review standards of the UDO.
3. The conditions of approval necessary to ensure compliance with the review standards of the UDO and to prevent or minimize adverse effects of the development application on surrounding lands include:
 - a. Due to similar residential uses in the surrounding area, there are no conditions of approval necessary to ensure compliance with the UDO.

USE PERMIT REVIEW STANDARDS

A USE PERMIT SHALL BE APPROVED ON A FINDING THAT THE APPLICANT DEMONSTRATES THE PROPOSED USE WILL MEET THE BELOW REQUIREMENTS. IT IS STAFF'S OPINION THAT THE EVIDENCE IN THE RECORD, PREPARED IN ABSENCE OF TESTIMONY PRESENTED AT A PUBLIC HEARING, SUPPORTS THE PRELIMINARY STAFF FINDINGS

The use will not endanger the public health or safety.

PRELIMINARY APPLICANT FINDINGS:

The proposed use of a single family residential dwelling subdivision will not endanger the public health or safety. The proposed subdivision will benefit the public health and safety by:

- constructing a watermain extension to serve the proposed lots with domestic water supply;
- managing stormwater runoff per the Currituck County Stormwater Manual requirements which is in excess of the amount that the State requires for water quality improvements. This excess amount of storage will not only aide in increasing the management of water quality, but will provide additional management for stormwater runoff and flooding;
- laying out proposed lot lines to best suit the onsite wastewater evaluations provided by ARHS. Each lot will acquire an onsite wastewater improvement permit prior to construction commencement;
- Obtaining review and approval of necessary NCDOT permits such as Right of Way Encroachment Agreements and Street and Driveway Access Permits. Since NCDOT will have an opportunity to review the subdivision, the owner will have the chance to address any health or safety concerns they may have.

The use will not injure the value of adjoining or abutting lands and will be in harmony with the area in which it is located.

PRELIMINARY APPLICANT FINDINGS:

The adjacent and abutting lands consist of single family residences and residential subdivision of same characteristics as the proposed residential subdivision. The proposed lots are between 35,500 and 42,047 square feet in size. These lots sizes are similar in size to the adjacent subdivision and residential lots. The proposed subdivision also proposes a cul-de-sac road which is equivalent in design to the adjacent subdivisions. Proposing a subdivision of such similar nature as adjacent lands and development will not injure the value of adjoining or abutting lands and will be in harmony with the area in which it is located.

Communication: Minutes for May 21, 2018 (Approval Of Minutes-May 21, 2018)

The use will be in conformity with the Land Use Plan or other officially adopted plans.

PRELIMINARY STAFF FINDINGS:

The proposed subdivision is in general conformity with the County's Land Use Plan and current UDO. The proposed subdivision will be held to the UDO standards for layout, screening, and other requirements. The Moyock Small Area Plan classifies the site as Limited Service on the Future Land Use Map.

The use will not exceed the county's ability to provide adequate public facilities, including, but not limited to: schools, fire and rescue, law enforcement, and other county facilities. Applicable state standards and guidelines shall be followed for determining when public facilities are adequate.

PRELIMINARY STAFF FINDINGS:

1. Utility services are available to the site and onsite wastewater disposal will be designed and permitted in accordance with the State Rules and Standards. The location of the proposed subdivision is already within defined school, fire & rescue, and law enforcement areas. The proposed subdivision layout is designed to conform with the North Carolina Fire Code along with the County Fire Official's preferred hydrant location and equipment reaches. The proposed subdivision will not exceed the County's ability to provide adequate public facilities.
2. The student generation rates are as follows:
 - a. Elementary Students Generated: 1
 - b. Middle School Students Generated: 0
 - c. High School Students Generated: 0

2018 School Capacity Percentages

Elementary (Moyock to Coinjock Bridge + GW)	83%
Middle School (Entire County)	78%
High School (Entire County)	80%



Parties were sworn in and Planning and Community Development Director, Laurie LoCicero, reviewed the application with the Board of Commissioners. She explained a Use Permit is required in this case due to the land being subdivided multiple times in the past.

Sworn testimony was provided by Dillon Tillet, Engineer from Quible & Associates, who testified to the findings of fact. He responded to questions related to ditching for redirection of stormwater, noted sidewalks would not be constructed, and said no negative affects to property values are anticipated.

Chairman Hanig opened the Public Hearing.

Cameron Tabor, neighboring owner, questioned the designation of the stormwater basin adjacent to his property and was concerned it would attract snakes or other animals if not properly maintained. Mr. Tillet and the property owner, Bradley Smith of Landmark Custom Homes, responded to questions related to the neighboring property. A plan for maintenance of the stormwater basin was established.

With no others wishing to speak the Public Hearing was closed. Commissioner Hall made the Board aware that Mr. Tabor is a neighbor and friend but that would not preclude him from rendering an impartial decision on the matter.

Commissioner Gilbert said the applicant did not sufficiently prove that the request would not injure the value of adjoining or abutting lands. She also expressed concern with the conservation area and water basin and moved that the item be postponed until the meeting of June 18, 2018. Commissioner Payment seconded and the motion passed unanimously.

RESULT:	CONTINUED [UNANIMOUS]	Next: 6/18/2018 6:00 PM
MOVER:	Marion Gilbert, Commissioner	
SECONDER:	Mike H. Payment, Vice Chairman	
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Mike D. Hall, Commissioner, Bob White, Commissioner	

C. PB 18-12 Sign Illumination:

Laurie LoCicero, Planning and Community Development Director, reviewed the request for a text amendment to the Unified Development Ordinance (UDO). The request would re-establish internally illuminated signs as allowable on the mainland of Currituck County. The language was inadvertently removed during a recent update to the sign ordinance in the UDO.

Commissioner Gilbert moved to approve the text amendment to modify the UDO. Commissioner Beaumont seconded and the motion passed unanimously.

To: Board of Commissioners

From: Planning Staff

Date: May 2, 2018

Subject: PB 18-12 Currituck County - Text Amendment

The enclosed text amendment submitted by the Currituck County Planning and Community Development Department is intended to update Chapter 5: Development Standards Subsection 5.12.7: Signs, to clarify illumination of signs.

PB 18-12 CURRITUCK COUNTY

Amendment to the Unified Development Ordinance Chapter 5 Development Standards.

Background:

The current UDO does not allow internally-illuminated signs, either on the mainland (including Gibbs Woods and Knotts Island) or the Outer Banks. When the sign ordinance was updated in 2017 to comply with Supreme Court decision *Reed v. Town of Gilbert, Arizona*, there was a change in language that required all sign lighting to be full cut-off. This had the unintended consequence to essentially eliminate internally illuminated signs. Most internally illuminated signs cannot meet the definition of full cut-off. Until the revision in 2017, internally illuminated signs were allowed on the mainland.

This text amendment is intended to allow internally illuminated signs on the mainland and require all externally illuminated signs, mainland and Outer Banks, to meet the full cut-off requirements.

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

Item 1: That Chapter 5. Definitions and Measurement is amended by adding the following underlined language and deleting the struck-through language:

5.12.7 Maintenance Standards

CHAPTER 1.

B. C. D. illumination

- (1) Illuminated signs shall be designed, installed and maintained in a manner that avoids glare or reflection on adjoining properties and does not interfere with traffic safety;
- (2) A sign shall not be erected that contains employs, or utilizes lights or lighting which rotates, flashes, moves, or alternates.
- (3) Sign lighting shall not exceed 15 footcandles at any location on the property and shall not exceed 1.5 footcandles measured at ground level
- (4) External ~~sign~~ lighting shall be full cut-off lens.
- (5) Internally-illuminated signs (other than window signs) shall only locate on lots on the Mainland, Knotts Island and Gibbs Woods

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

Item 4: This ordinance amendment shall be in effect from and after the _____ day of _____, 2018.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Marion Gilbert, Commissioner
SECONDER:	Paul M. Beaumont, Commissioner
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Mike D. Hall, Commissioner, Bob White, Commissioner

NEW BUSINESS

A. Consideration and Action: PB 14-34 Currituck Reserve: A request for a two year extension of the preliminary plat/use permit for a conservation subdivision consisting of 103 residential lots located at the terminus of Campus Drive in Moyock.

Planning and Community Development Director, Laurie LoCicero, reviewed the application for the Board. The applicant is requesting a two-year preliminary plat extension.

Commissioner Etheridge moved to approve and the motion was seconded by Commissioner Gilbert. The motion passed unanimously.

To: Board of Commissioners

From: Planning Staff

Date: May 11, 2018

Subject: Currituck Reserve, Preliminary Plat Extension

On July 18, 2016, the Board of Commissioners voted to approve the preliminary plat/use permit for Currituck Reserve. This is a conservation subdivision consisting of 103 residential lots located at the terminus of Campus Drive in Moyock. The preliminary plat approval is due to expire on July 18, 2018.

On April 5, 2018 the engineer, Scott Stamm, Land Planning Solutions, Inc., submitted a request for preliminary plat extension of the subdivision indicating they are currently awaiting permits from the state to proceed with construction. The engineer is requesting a 24 month use permit extension.

In accordance with the UDO Section 2.4.8.E., the Board of Commissioners may grant a two year extension of the preliminary plat one time for good cause.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mary "Kitty" Etheridge, Commissioner
SECONDER:	Marion Gilbert, Commissioner
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Mike D. Hall, Commissioner, Bob White, Commissioner

B. Consideration of an Ordinance Amending Section 10-129 of the Currituck County Code of Ordinances to Modify the Permitted Size of Containers for Storage of Rental Items on the County's Ocean Beach.

County Attorney, Ike McRee, reviewed the ordinance amendment with the Board of Commissioners which would revise the size allowed for beach gear storage containers used by service contractors and planned unit developments.

After Board discussion and hearing comments related to the dimensions needed for storage boxes from Mr. Thomas Musika, an operator of a beach service business, Commissioner Gilbert moved for approval with a change in the size to six feet high by six feet wide by thirteen feet long (6Wx6Hx13L). The motion was seconded by Commissioner White and passed unanimously.

AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AMENDING SECTION 10-129 OF THE CURRITUCK COUNTY CODE OF ORDINANCES TO MODIFY THE PERMITTED SIZE OF CONTAINERS FOR STORAGE OF RENTAL ITEMS ON THE COUNTY'S OCEAN BEACH

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

WHEREAS, pursuant to N.C. Gen. Stat. §153A-145.3 a county may, by ordinance, define, prohibit, regulate, or abate acts, omissions, or conditions upon the State's ocean beaches and prevent or abate any unreasonable restriction of the public's right to use the State's ocean beaches; may regulate, restrict, or prohibit the placement, maintenance, location or use of equipment, personal property, or debris upon the State's ocean beaches; and may otherwise enforce any ordinance adopted pursuant to this section or any other of provision of law upon the State's ocean beaches located within the county's jurisdictional boundaries.

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

PART I. The Code of Ordinances, Currituck County, North Carolina is amended by rewriting Section 10-129 of the Code of Ordinances to read as follows:

Sec. 10-129. - Unattended property on beach.

(a) It shall be unlawful for any person to leave unattended between the hours of sunset and sunrise any property, including, but not limited to, volleyball, badminton and tennis nets, poles, tents, horseshoe stakes, croquet courses, grills, umbrellas and recreational equipment, cabanas, canopies, or any other personal property items on the beach. All property unattended and remaining on the beach strand between sunset and sunrise shall be considered litter and may be subject to removal and disposal.

(b) This section does not apply to life guard stands or containers for storage of rental items intended for use on the beach strand if the containers ~~are~~:

- (1) placed at the toe of the dune line;
- (2) do not exceed ~~four~~ six feet in height, ~~four~~ six feet in width and ~~eight~~ thirteen feet in length;
- (3) are approved annually by a property owners association of a planned unit development community adjacent to the Atlantic Ocean or that is the owner of a portion of the beach strand; and
- (4) do not contain signage exceeding eight square feet in size.

PART II. Severability. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. Should a court of competent jurisdiction declare this ordinance or any part of this ordinance to be invalid, such decision shall not affect the remaining provisions of this ordinance or the Code of Ordinances of the County of Currituck, North Carolina.

PART III. This ordinance is effective upon adoption.

ADOPTED this 21st day of May, 2018.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Marion Gilbert, Commissioner
SECONDER:	Bob White, Commissioner
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Mike D. Hall, Commissioner, Bob White, Commissioner

C. Consideration of an Ordinance of the Currituck County Board of Commissioners Amending Section 10-64 of the Currituck County Code of Ordinances to Provide for Issuance of Parking Permits for Leased Motor Vehicles

County Attorney, Ike McRee, reviewed the amendments with the Board of Commissioners. The amendments include permitting of leased or assigned vehicles, the purchase of passes that are not vehicle specific for residents and property owners and would omit some documentation and verification requirements for visitor purchases.

Commissioner White moved to approve the ordinance as presented and submitted by

staff. The motion was seconded by Commissioner Etheridge and passed unanimously.

AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AMENDING SECTION 10-64 OF THE CURRITUCK COUNTY CODE OF ORDINANCES TO PROVIDE FOR ISSUANCE OF PARKING PERMITS FOR LEASED MOTOR VEHICLES

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

WHEREAS, pursuant to N.C. Gen. Stat. §153A-145.3 a county may, by ordinance, define, prohibit, regulate, or abate acts, omissions, or conditions upon the State's ocean beaches and prevent or abate any unreasonable restriction of the public's right to use the State's ocean beaches; may regulate, restrict, or prohibit the placement, maintenance, location or use of equipment, personal property, or debris upon the State's ocean beaches; and may otherwise enforce any ordinance adopted pursuant to this section or any other of provision of law upon the State's ocean beaches located within the county's jurisdictional boundaries; and

WHEREAS, pursuant to Section 1 of Chapter 875 of the 1985 Session Laws, as amended by S.L. 1998-64 and S.L. 2001-33 the county may by ordinance regulate, restrict, and prohibit the use of dune or beach buggies, jeeps, motorcycles, cars, trucks, or any other form of power-driven vehicle specified by the county's governing board on the foreshore, beach strand and barrier dune system.

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

PART I. The Code of Ordinances, Currituck County, North Carolina is amended by rewriting Section 10-64 of the Code of Ordinances to read as follows:

Sec. 10-64. - Permit system (county residents and property owners only).

(a) This section shall be applicable for those areas of Currituck County, including, but not limited to, the beach strand and foreshore areas, located from the Dare/Currituck line to the North Carolina/Virginia line.

(b) County residents and property owners desiring to operate a moped, motorcycle or off-road vehicles, including but not limited to, all-terrain vehicle, utility vehicle, recreational off-highway vehicle, multipurpose off-highway utility vehicle, or other off-road vehicle, ("ORV"), on the areas covered by this section shall obtain a permit from the county manager or county manager's designated representative. Permits may be obtained at times and places designated by the county manager.

(c) Any person parking a motor vehicle, other than a moped, motorcycle or ORV, on the area covered by this section from the Friday before Memorial Day to 11:59 p.m. on Labor Day shall have first obtained from the county manager or county manager's designated representative a parking permit which must be prominently displayed when parking on the area covered by this section. Parking permits may be obtained at times and places designated by the county manager.

(d) County residents may obtain at no fee a maximum of two annual permits for operation of a moped, motorcycle or ORV owned by them upon making application as provided in subsection (b) above and upon showing proof of liability insurance

and ownership for the moped, motorcycle or ORV. Non-resident property owners may obtain at no fee a maximum of two annual permits for operation of a moped, motorcycle or ORV owned by them upon making application as provided in subsection (b) above and showing proof of liability insurance and ownership for the moped, motorcycle or ORV. Liability insurance coverage on the moped, motorcycle or ORV shall be maintained continuously throughout the term of the permit.

(e) County residents and non-resident property owners may obtain at no fee a parking permit for each motor vehicle, other than a moped, motorcycle or ORV, owned by them, leased to them, or assigned to them for terms adopted by the board of commissioners upon making application as provided in paragraph (b) of this section, showing proof of current ownership, lease or assignment and current liability insurance for each motor vehicle for which a parking permit is issued and written acknowledgement that they have read and are familiar with county beach driving ordinances. Each permit shall be assigned to a specific motor vehicle. Liability insurance on the motor vehicle shall be maintained continuously throughout the term of the permit. County residents and non-resident property owners may obtain additional parking permits that are not issued to a motor vehicle upon making application as provided in paragraph (b) of this section and payment of a fee and for a term adopted by the board of commissioners.

(f) County residents residing north of the North Beach Access Ramp may obtain at no fee two additional parking permits that are not issued to a motor vehicle upon making application as provided in paragraph (b) of this section.

(g) Persons other than county-residents and non-resident property owners may obtain a parking permit for ~~each a~~ motor vehicle, other than a moped, motorcycle or ORV, ~~owned by them~~ upon payment of a fee and ~~for a~~ term adopted by the board of commissioners ~~and making application as provided in paragraph (b) of this section, showing proof of current ownership, lease or assignment and current liability insurance for each motor vehicle for which a parking permit is issued and written acknowledgement that they have read and are familiar with county beach driving ordinances.~~ Each permit shall be assigned to a specific motor vehicle. Liability insurance on the motor vehicle shall be maintained continuously throughout the term of the permit.

(h) Persons who own property located north of the North Beach Access Ramp and that is in a rental program may obtain two parking permits at no fee for each property owned by them for terms adopted by the board of commissioners upon making application as provided in subsection (b) above and verification that the property is registered with the county tax administrator for occupancy tax administration.

(i) County residents and property owners, operating mopeds, motorcycles or ORV's shall ensure that these vehicles have a valid permit prominently displayed at all times while operating, or parked, on the Currituck County outer banks, beach foreshore or beach strand.

(j) Any sworn law enforcement officer with jurisdiction is authorized to take possession of any permit issued pursuant to this section upon expiration, revocation, cancellation, or suspension thereof, or which is fictitious, or which has been unlawfully or erroneously issued, which has been unlawfully used or upon issuance of citation for violation of section 10-59 of this Code. Any law enforcement officer who seizes a permit pursuant to this section shall report the seizure to the county manager's office within 48 hours of the seizure and shall return the permit to the county manager's office within seven business days of the seizure unless the permit is deemed evidence in another pending matter.

(k) The county manager or county manager's designee shall refuse issuance of a permit under this section for a period of one year following seizure of a permit by a law enforcement officer pursuant to this section.

(l) An appeal of seizure of a permit under this section shall be made to the county manager by filing a written notice of appeal, specifying with particularity the grounds upon which the appeal is made, no later than ten days from the date of the permit seizure. The county manager or county manager's designee shall fix a reasonable time for the hearing of the appeal, shall give due notice to all parties and shall render a decision within a reasonable time.

(m) The county manager is directed and authorized to establish forms, procedures, and directives as may be required to implement this permit system and ensure that it is run in an effective, safe, and fair manner.

(n) This section shall not apply to:

(1) Activity under a Coastal Area Management Act (CAMA) permit requiring access to the beach and authorized by the county permitting officer;

(2) County employees, county contractors, county vehicles or emergency vehicles or drivers of such vehicles, which may be required to enter upon the beach in the performance of their official duties or a governmental agency, its employees, agents, contractors and subcontractors and their motor vehicles when engaged in beach restoration or protection work or conducting scientific research or animal preservation studies or operations;

(3) Commercial fishermen;

(4) Hunters possessing valid hunting licenses while engaged in an active hunt or State or federal property located on the Currituck outer banks; or

(5) Outdoor tour operators with a valid license issued under Article IV, Chapter 8 of this Code when actively engaged in an outdoor tour.

PART II. Severability. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. Should a court of competent jurisdiction declare this ordinance or any part of this ordinance to be invalid, such decision shall not affect the

remaining provisions of this ordinance or the Code of Ordinances of the County of Currituck, North Carolina.

PART III. This ordinance is effective upon its adoption.

ADOPTED this 21st day of May, 2018.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bob White, Commissioner
SECONDER:	Mary "Kitty" Etheridge, Commissioner
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Mike D. Hall, Commissioner, Bob White, Commissioner

D. Resolution of the Currituck County Board of Commissioners Appointing Matthew Wayne Beickert as Currituck County Sheriff

County Attorney, Ike McRee, reviewed the Resolution and statute that provides for the appointment of a new sheriff by the Board of Commissioners to replace Sheriff Susan Johnson upon her retirement.

Commissioner Gilbert moved to approve the Resolution and Commissioner Beaumont seconded the motion. The motion passed unanimously.

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS APPOINTING MATTHEW WAYNE BEICKERT AS CURRITUCK COUNTY SHERIFF

WHEREAS, Currituck County Sheriff Susan Johnson has informed the Board of Commissioners that she will retire and vacate the office of Currituck County Sheriff effective May 31, 2018; and

WHEREAS, N. C. Gen. Stat. §162-5 provides that if any vacancy occurs in the office of the sheriff, the county's board of commissioners shall appoint some person to fill the unexpired term; and

WHEREAS, Matthew Wayne Beickert is the Chief Deputy Sheriff for Currituck County and unopposed in the November 6, 2018 general election as the Republican nominee for the office of Currituck County Sheriff; and

WHEREAS, Matthew Wayne Beickert possesses the same qualifications as the sheriff regularly elected.

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

Section 1. Matthew Wayne Beickert is appointed Sheriff for the County of Currituck effective June 1, 2018 and upon furnishing the bond required by N.C. Gen. Stat. §162-8.

Section 2. The Clerk to the Board of Commissioners shall transmit a certified copy of this resolution to Matthew Wayne Beickert.

Section 3. This resolution is effective upon its adoption.

ADOPTED the 21st day of May, 2018.

Bobby Hanig, Chair
Board of Commissioners

ATTEST:

Clerk to the Board of Commissioners

(COUNTY SEAL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Marion Gilbert, Commissioner
SECONDER:	Paul M. Beaumont, Commissioner
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Mike D. Hall, Commissioner, Bob White, Commissioner

E) Consent Agenda

Commissioner Beaumont moved to approve the Consent Agenda. The motion was seconded by Commissioner Gilbert and passed unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Paul M. Beaumont, Commissioner
SECONDER:	Marion Gilbert, Commissioner
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Mike D. Hall, Commissioner, Bob White, Commissioner

1) Approval Of Minutes-April 16, 2018

1. Minutes for April 16, 2018

2. Budget Amendments

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10530-502100	Salaries - Overtime	\$ 315,000	
10530-505000	FICA	\$ 17,600	
10530-507000	Retirement	\$ 37,100	
10530-590000	Capital Outlay	\$ 2,300	
10530-561200	Billing Fees	\$ 13,000	
10530-536000	Uniforms	\$ 1,700	
10530-516200	Vehicle Maintenance	\$ 12,500	
10530-502000	Salaries - Regular		\$ 35,000
10530-503500	Temporary Services		\$ 50,000
10530-506000	Insurance Expense		\$ 31,300
10530-513000	Utilities		\$ 13,000
10530-514800	Fees Pd to Officials		\$ 1,700
10530-526000	Advertising		\$ 2,000
10530-531000	Fuel		\$ 18,000
10530-544000	Volunteer Assistance		\$ 500
10530-557100	Software License		\$ 1,300
10320-411004	Medicaid Hold Harmless		\$ 118,392
10340-450000	Ambulance Service		\$ 117,008
10380-484001	Insurance Recovery		\$ 1,000
		<u>\$ 399,200</u>	<u>\$ 399,200</u>

Explanation: Emergency Medical Services (10530) - Transfer funds for operations and increase capital outlay for ambulance repairs that will be covered by insurance. Also, increase appropriations for additional overtime due to upstaffing at Knotts Island.

Net Budget Effect: Operating Fund (10) - Increased by \$235,400.

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10795-503500	Temporary Services	\$ 5,000	
10795-505000	FICA	\$ 383	
10795-511010	Data Transmission	\$ 200	
10795-532000	Supplies	\$ 11,512	
10795-545100	Credit Card Fees	\$ 350	
10795-576011	Adult Volleyball	\$ 600	
10350-469020	Maple Park Sponsors		\$ 9,613
10350-469003	Community League - Basketball		\$ 582
10350-469002	Community League - Cheerleading		\$ 200
10350-465003	Recreation Concessions		\$ 7,650
		<u>\$ 18,045</u>	<u>\$ 18,045</u>

Explanation: Parks & Recreation (10795) - Increase appropriations for sponsorship banners and for costs associated with increased activity at the Maple recreation fields.

Net Budget Effect: Operating Fund (10) - Increased by \$18,045.

Communication: Minutes for May 21, 2018 (Approval Of Minutes-May 21, 2018)

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
10541-502000	Salaries	\$ 7,300	
10541-536000	Uniforms	\$ 5	
10541-545000	Contract Services	\$ 3	
10541-557100	Software License	\$ 1,500	
10541-532000	Supplies	\$ 3,000	
10541-590000	Capital Outlay	\$ 3,700	
10541-502100	Overtime		\$ 2,500
10541-502200	Holiday Pay		\$ 4,800
10541-511000	Telephone & Postage		\$ 1,500
10541-511010	Data Transmission		\$ 1,000
10541-513000	Utilities		\$ 1,000
10541-514000	Travel		\$ 2,000
10541-514500	Training & Ed		\$ 1,000
10541-514600	Public Ed		\$ 700
10541-531000	Fuel		\$ 1,008
		\$ 15,508	\$ 15,508
Explanation:	Fire Services (10541) - Transfer budgeted funds between line items for operations for the remainder of this fiscal year. The capital request is for additional turn-out gear for employees assigned to Carova Beach.		
Net Budget Effect:	Operating Fund (10) - No change.		
		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
10550-503000	Salaries - Part Time	\$ 4,000	
10550-505000	FICA	\$ 306	
10550-590000	Capital Outlay	\$ 5,500	
10550-511000	Telephone & Postage		\$ 150
10550-514000	Travel		\$ 2,500
10550-514500	Training and Education		\$ 2,000
10550-526000	Advertising		\$ 156
10550-545000	Contracted Services		\$ 3,500
10550-561000	Professional Services		\$ 1,500
		\$ 9,806	\$ 9,806
Explanation:	Airport (10550) - Transfer funds for operations for the remainder of this fiscal year. Additional part-time staffing was needed due to the Airport Manager vacancy.		
Net Budget Effect:	Operating Fund (10) - No change.		

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
10640-532004	FCS Supplies	\$ 2,044	
10330-449900	Miscellaneous Grants		\$ 2,044
		\$ 2,044	\$ 2,044

Explanation: Cooperative Extension (10640) - To record US Dept. of Health & Human Services, Medicare Improvements for Patients & Providers (MIPPA) grant funds received-\$2044.00.

Net Budget Effect: Operating Fund (10) - Increased by \$2,044.

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
10330 445000	Emergency Management Grants		\$ 18,017
10531 514000	Travel	\$ 2,000	
10531 514500	Training & Education	\$ 1,000	
10531 516200	Vehicle Maintenance	\$ 2,000	
10531 532000	Supplies	\$ 2,000	
10531 545000	Contracted Services	\$ 11,017	
		\$ 18,017	\$ 18,017

Explanation: Emergency Management (10541) - Increase appropriations to record 2017 Emergency Manangement Planning Grant - supplemental funding.

Net Budget Effect: Operating Fund (10) - Increased by \$18,017.

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
10511-526000	Advertising	\$ 500	
10511-516000	Repairs & Maintenance	\$ 1,000	
10511-516200	Vehicle Repairs & Maintenance	\$ 1,500	
10511-532000	Supplies	\$ 2,000	
10511-590000	Capital Outlay	\$ 16,500	
10511-531000	Gas		\$ 4,500
10511-545000	Contract Services		\$ 2,500
10511-561000	Professional Services		\$ 14,500
		\$ 21,500	\$ 21,500

Explanation: Detention Center (10511) - Transfer budgeted funds to replace HVAC unit, emergency repairs to the transport van and for operations for the remainder of this fiscal year.

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

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		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10440-511000	Telephone & Postage	\$ 800	
10440-561000	Professional Services	\$ 55	
10440-506000	Insurance Expense		\$ 1,355
10441-511010	Data Transmission	\$ 300	
10441-506000	Insurance Expense		\$ 300
10415-514000	Travel	\$ 500	
10790-516000	Repairs & Maintenance	\$ 500	
10790-506000	Insurance Expense		\$ 500
10460-516200	Vehicle Maintenance	\$ 300	
10460-506000	Insurance Expense		\$ 300
10650-526200	Promotional Efforts	\$ 120	
10550-526100	Promotional Efforts		\$ 120
61818-514000	Travel	\$ 1,000	
61818-590000	Capital Outlay	\$ 5,000	
61818-506000	Insurance Expense		\$ 6,000
63838-521000	Rent	\$ 4,800	
63838-513000	Utilities	\$ 800	
63838-545001	Contracted Services - Collection		\$ 5,600
66868-557100	Software License Fee	\$ 444	
66868-506000	Insurance Expense		\$ 444
67878-532000	Supplies	\$ 1,500	
67878-553000	Dues & Subscriptions	\$ 6,500	
67878-502000	Salaries		\$ 4,000
67878-506000	Health Insurance		\$ 4,000
210541-532541	Fire Supplies	\$ 1,800	
210541-590000	Capital Outlay	\$ 815	
210541-506000	Health Insurance		\$ 2,615
		<u>\$ 25,234</u>	<u>\$ 25,234</u>
Explanation:	Various Departments - Operating transfers within departments for operations.		
Net Budget Effect:	Operating Fund (10) - No change.		
	Mainland Water Fund (61) - No change.		
	Solid Waste Fund (63) - No change.		
	Southern Outer Banks Water Fund (66) - No change.		
	Mainland Sewer Fund (67) - No change.		
	Corolla Fire Services Fund (210) - No change.		

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
10490-545003	Contracted Services		\$ 1,200
10490-590003	Capital Outlay		\$ 6,000
10460-514500	Training & Education		\$ 1,000
10460-531000	Fuel		\$ 4,000
10460-545800	COA- Contracted Services		\$ 3,000
10460-590000	Capital Outlay		\$ 50
10790-590000	Capital Outlay	\$ 15,250	
		<u>\$ 15,250</u>	<u>\$ 15,250</u>
Explanation:	Library (10790); Public Works (10460); Court Facilities (10490) - Transfer budgeted funds to replace HVAC unit at the Library.		
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>		
66868-511000	Telephone & Postage	\$ 3,000	
66868-506000	Health Insurance		\$ 3,000
61818-511000	Telephone & Postage	\$ 3,000	
61818-506000	Health Insurance		\$ 3,000
		<u>\$ 6,000</u>	<u>\$ 6,000</u>
Explanation:	Southern Outer Banks Water (66868); Mainland Water (61818) - Transfer budgeted funds for postage to mail water bills for the remainder of this fiscal year.		
Net Budget Effect:	Southern Outer Banks Water Fund (66) - No change. Mainland Water Fund (61) - No change.		

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
210541-590000	Capital Outlay	\$ 814	
210541-561000	Professional Services	\$ 509	
210541-532541	Fire Supplies	\$ 2,000	
210541-506000	Health Insurance		\$ 3,323
		\$ 3,323	\$ 3,323
Explanation: Corolla Fire Services (210541) - Transfer budgeted funds for operations for the remainder of this fiscal year.			
Net Budget Effect: Corolla Fire District (210) - No change.			
		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
12548-531015	Gas, Oil, Etc	\$ 3,000	
12548-554015	Insurance	\$ 500	
12548-511015	Telephone & Postage		\$ 2,300
12548-516115	Buildings & Grounds		\$ 1,200
		\$ 3,500	\$ 3,500
Explanation: Knotts Islands Vol Fire Department (12548) - Transfer funds from the remaining budget for operations through June 30, 2018.			
Net Budget Effect: Fire Services Fund (12) - No change.			

3. JCPC Funding Plan and Certification for the fiscal year ending June 30, 2019

4. JCPC Funding Plan Revised for FY ending June 30, 2018

5. A Resolution of the Currituck County Board of Commissioners Supporting Reappointment of Renee Cahoon to the North Carolina Coastal Resources Commission

A RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS SUPPORTING REAPPOINTMENT OF RENEE CAHOON TO THE NORTH CAROLINA COASTAL RESOURCES COMMISSION

Communication: Minutes for May 21, 2018 (Approval Of Minutes-May 21, 2018)

WHEREAS, Renee Cahoon has served on the North Carolina Coastal Resources Commission since 2002 and currently chairs the commission; and

WHEREAS, Renee Cahoon fills the seat requiring experience in local government within the coastal area arising out of her service as the mayor of the Town of Nags Head from 1991 through 2000, 2005 through 2009 and currently as a town commissioner, and brings added insight to the commission as a small business owner; and

WHEREAS, Renee Cahoon's term as a member of the North Carolina Coastal Resources Commission ends in June, 2018 and having ably served and represented coastal local government interests on the commission is deserving of another term as a member of the North Carolina Coastal Resources Commission.

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

Section 1. Currituck County supports the reappointment of Renee Cahoon to the North Carolina Coastal Resources Commission.

Section 2. The Clerk to the Board of Commissioners is directed to transmit a certified copy of this resolution to Governor Roy Cooper.

Section 3. This resolution is effective upon adoption.

This the 21st day of May, 2018

Bobby Hanig, Chairman
Board of Commissioners

ATTEST:

Clerk to the Board of Commissioners

(COUNTY SEAL)

6. Older Americans Month and Elder Abuse Awareness Proclamations

Older Americans Month 2018

A PROCLAMATION

Whereas, Currituck County includes countless older Americans who enrich and strengthen our community; and

Whereas, Currituck County is committed to engaging and supporting older adults, their families, and caregivers; and

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Whereas, we acknowledge the importance of taking part in activities that promote physical, mental, and emotional well-being-no matter your age; and

Whereas, Currituck County can enrich the lives of individuals of *every age* by:

- promoting home- and community-based services that support independent living;
- involving older adults in community planning, events, and other activities; and
- providing opportunities for older adults to work, volunteer, learn, lead, and mentor.

Now therefore, the Currituck County Board of Commissioners hereby proclaims May 2018 to be Older Americans Month. The Board of Commissioners urge every resident to take time during this month to recognize older adults and the people who serve them as vital parts of our community.

Dated this 21st day of May, 2018.

Vulnerable Adult and Elder Abuse Awareness Months Proclamation 2018

WHEREAS, North Carolina joins the world in recognizing World Elder Abuse Awareness Day every June 15; and

WHEREAS, protecting North Carolina's vulnerable and older adults is a community responsibility, and all citizens are charged under state law to report suspected abuse, neglect, or exploitation to their local County Department of Social Services; and

WHEREAS, North Carolina's vulnerable and older adults of all social, economic, racial, and ethnic backgrounds may be targets of abuse, neglect, or exploitation which can occur in families, long-term care settings, and communities; and

WHEREAS, in state Fiscal Year 2017, there were 27,483 reports of abuse, neglect, or exploitation of vulnerable and older adults made to North Carolina's 100 County Departments of Social Services; and

WHEREAS, national and international research shows that abuse, neglect, and exploitation of vulnerable and older adults is grossly underreported; and

WHEREAS, the State of North Carolina enacted the nation's first elder abuse law, and recognizes the need for a comprehensive system of protection for vulnerable and older adults; and

WHEREAS, Mother's and Father's Days are national holidays intended to honor, respect, and promote the dignity and well-being of our older citizens;

NOW, THEREFORE, we, the Currituck County Board of Commissioners, do hereby proclaim Mother's Day through Father's Day, May 13 - June 17, 2018, as "**VULNERABLE ADULT AND ELDER ABUSE AWARENESS MONTHS**" in Currituck County, and commend observance to all citizens.

ADOPTED this, the 21st day of May, 2018.

7. Consideration of Mutual Aid Agreement with City of Chesapeake

Communication: Minutes for May 21, 2018 (Approval Of Minutes-May 21, 2018)

8. **Consideration of Debris Recovery and Monitoring Contract Amendments With Southern Disaster Recovery, LLC and Landfall Strategies, LLC**
9. **Job Description Revision and Classification-Maintenance Repair Worker-HVAC**
10. **Crawford Volunteer Fire Department Spending Request-Motor Repairs/Rebuild, Tower 4**

F) County Manager's Report

No report.

ADJOURN

Motion to Adjourn Meeting

The Board of Commissioners did not hold the scheduled closed session. There was no further business and Commissioner Gilbert moved to adjourn. The motion was seconded by Commissioner Beaumont and passed unanimously. The regular meeting of the Board of Commissioners concluded at 10:54 PM.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Marion Gilbert, Commissioner
SECONDER:	Paul M. Beaumont, Commissioner
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Mike D. Hall, Commissioner, Bob White, Commissioner

SPECIAL MEETING OF THE TOURISM DEVELOPMENT AUTHORITY

The Currituck County Board of Commissioners held a Special Meeting sitting as the Tourism Development Authority following the 6:00 PM regular meeting of the Board of Commissioners on May 21, 2018. The meeting was held in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina, for the purpose of considering budget amendments.

G. Budget Amendments for the TDA

The Budget Amendments were reviewed by the County Manager, Dan Scanlon, and Commissioner Gilbert moved for approval after presentation. The motion was seconded by Commissioner White and passed unanimously.

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
15447-545000	Contract Services	\$ 20,000	
15320-415000	Occupancy Tax		\$ 20,000
		<u>\$ 20,000</u>	<u>\$ 20,000</u>
Explanation:	Occupancy Tax -Tourism Related (15447) - Increase appropriations for mosquito control and monitoring for May and June 2018 and for collection and disposal costs for the beach clean-up due to the winter storms.		
Net Budget Effect:	Occupancy Tax Fund (15) - Increased by \$23,000.		

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
<u>Account Number</u>	<u>Account Description</u>		
15447-516200	Vehicle Maintenance	\$ 1,500	
15447-516000	Maintenance & Repaid		\$ 1,500
		<u>\$ 1,500</u>	<u>\$ 1,500</u>
Explanation:	Occupancy Tax -Tourism Related (15447) - Transfer budgeted funds for repairs to maintenance vehicles at Corolla.		
Net Budget Effect:	Occupancy Tax Fund (15) - No change.		

RESULT: APPROVED [UNANIMOUS]
MOVER: Marion Gilbert, Commissioner
SECONDER: Bob White, Commissioner
AYES: Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Mike D. Hall, Commissioner, Bob White, Commissioner

ADJOURN SPECIAL MEETING OF THE TOURISM DEVELOPMENT AUTHORITY

There was no further business and Commissioner Gilbert made a motion to adjourn. The motion was seconded by Commissioner White and passed unanimously. The meeting of the Tourism Development Authority concluded at 10:54 PM.

SPECIAL MEETING OF THE OCEAN SANDS WATER & SEWER DISTRICT

The Currituck County Board of Commissioners held a Special Meeting sitting as the Ocean Sands Water & Sewer District Board following the 6:00 PM regular meeting of the Board of Commissioners on May 21, 2018. The meeting was held in the Board Meeting Room of the

Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina, for the purpose of considering budget amendments.

H. Budget Amendments for OSWSD

After review of the Budget Amendment by the County Manager, Dan Scanlon, Commissioner Gilbert motioned for approval. The motion was seconded by Commissioner White and passed unanimously.

		Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
Account Number	Account Description		
60808-582201	Debt Service - Sewer	\$ 76,785	
60808-561000	Professional Services	\$ 200,000	
60808-557100	Software License Fees - Water	\$ 917	
60808-582000	Interest on Debt		\$ 48,353
60360-473000	Reconnection Fees		\$ 1,600
60360-480701	Penalties & Interest - Sewer		\$ 3,000
60390-499900	Retained Earnings Appropriated		\$ 224,749
		\$ 277,702	\$ 277,702
Explanation:	Ocean Sands Water and Sewer (60808) - Increase appropriations to adjust debt estimates to actual for the first year of debt; to account for increase in software license fees and for legal fees.		
Net Budget Effect:	Ocean Sands Water and Sewer District Fund (60) - Increased by \$229,349.		

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Marion Gilbert, Commissioner
SECONDER:	Bob White, Commissioner
AYES:	Bobby Hanig, Chairman, Mike H. Payment, Vice Chairman, Paul M. Beaumont, Commissioner, Mary "Kitty" Etheridge, Commissioner, Marion Gilbert, Commissioner, Mike D. Hall, Commissioner, Bob White, Commissioner

ADJOURN SPECIAL MEETING OF THE OCEAN SANDS WATER & SEWER DISTRICT BOARD

There was no further business and Commissioner Gilbert made a motion to adjourn. The motion was seconded by Commissioner White and passed unanimously. The meeting of the Ocean Sands Water and Sewer District Board concluded at 10:56 PM.

Communication: Minutes for May 21, 2018 (Approval Of Minutes-May 21, 2018)

ber

20180114

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 4th day of Jun 2018, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2018.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
61818-590000	Capital Outlay		\$ 1,500
61818-514500	Training & Education	\$ 1,500	
		<u>\$ 1,500</u>	<u>\$ 1,500</u>

Explanation: Mainland Water (61818) - Certification training for staff.

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

Minute Book # _____, Page # _____

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Clerk to the Board

Attachment: BudAmends_Jun 4_Reg (Budget Amendments)

ber

20180116

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 4th day of Jun 2018, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2018.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10750-511000	Telephone & Postage		\$ 1,500
10750-513000	Utilities		\$ 3,000
10750-514000	Travel	\$ 4,000	
10750-514500	Training & Education	\$ 1,000	
10750-148000	Fees to Officials		\$ 500
10750-519500	TANF Emergency Assistance	\$ 400	
10750-519800	TANF Transportation		\$ 400
10750-561000	Professional Services	\$ 4,800	
10760-561000	Prof Services-Nonreimbursable		\$ 4,800
		<u>\$ 10,200</u>	<u>\$ 10,200</u>

Explanation: SOCIAL SERVICES ADMIN (750) - Move funds to cover increased travel expenses due to required services staff training and professional services costs that are eligible for 100% Family Reunification Fund reimbursement and were originally budgeted as non-reimbursable expenditures.

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

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Clerk to the Board

Attachment: BudAmends_Jun 4_Reg (Budget Amendments)

iber

20180117

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 4th day of Jun 2018, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2018.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
67878-533200	Lab Tests	\$ 11,000	
67878-553000	Dues and Subscriptions	\$ 4,000	
67878-545000	Contracted Services		\$ 15,000
		<u>\$ 15,000</u>	<u>\$ 15,000</u>

Explanation: Mainland Central Sewer (67878) - Move money from Contracted Services to Lab Tests and Dues and Subscriptions to cover costs for additional sewer sampling and testing.

Net Budget Effect: Mainland Central Sewer (67) - No change.

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Clerk to the Board

Attachment: BudAmends_Jun 4_Reg (Budget Amendments)

iber

20180118

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 4th day of Jun 2018, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2018.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		<u>Decrease Revenue or Increase Expense</u>		<u>Increase Revenue or Decrease Expense</u>	
10430-502000	Salaries - Regular	\$	8,500		
10430-503000	Salaries - Part-time	\$	750		
10430-505000	FICA	\$	708		
10430-506000	Insurance Expense			\$	750
10430-507000	Retirement Expense	\$	1,126		
10430-511000	Telephone & Postage			\$	500
10430-514000	Travel			\$	500
10430-516000	Repairs & Maintenance			\$	300
10430-557100	Software License Fee	\$	117		
10380-488400	ABC Profits			\$	9,151
		<u>\$ 11,201</u>		<u>\$ 11,201</u>	

Explanation: Elections (10430) - Increase appropriations to pay out leave balances for employees leaving the office and for additional software license fees.

Net Budget Effect: Operating Fund (10) - Increased by \$9,151.

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Clerk to the Board

Attachment: BudAmends_Jun 4_Reg (Budget Amendments)

iber

20180119

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 4th day of Jun 2018, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2018.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		<u>Decrease Revenue or Increase Expense</u>		<u>Increase Revenue or Decrease Expense</u>	
10460-590000	Capital Outlay	\$	15,000		
10460-516000	Maintenance & Repair	\$	5,500		
10460-502000	Salaries			\$	10,000
10460-506000	Insurance Expense			\$	10,000
10460-531400	Equipment Fuel			\$	500
		<u>\$ 20,500</u>		<u>\$ 20,500</u>	

Explanation: Public Works (10460) - Transfer budgeted funds for unanticipated repairs/HVAC replacements.

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

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Clerk to the Board

Attachment: BudAmends_Jun 4_Reg (Budget Amendments)

number

20180120

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 4th day of Jun 2018, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2018.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
12543-514503	Travel/Training/Educ - Moyock	\$ 601	
12543-516003	Repairs & Maintenance	\$ 2,981	
12543-531003	Gas	\$ 1,000	
12543-532103	Fire Supplies	\$ 59	
12543-536103	Personal Protective Equipment	\$ 1,473	
12543-545000	Contracted Services	\$ 1,083	
12543-590003	Capital Outlay	\$ 3,166	
12543-511003	Telephone & Postage		\$ 1,200
12543-513003	Utilities		\$ 500
12543-516103	Building & Grounds		\$ 900
12543-532003	Supplies		\$ 750
12543-544003	Volunteer Assistance		\$ 3,411
12543-554003	Insurance		\$ 3,602
		<u>\$ 10,363</u>	<u>\$ 10,363</u>

Explanation: Moyock VFD (12543) - Transfer for operations.

Net Budget Effect: Fire Services Fund (12) - No change.

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Clerk to the Board

Attachment: BudAmends_Jun 4_Reg (Budget Amendments)

iber

20180119

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 4th day of Jun 2018, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2018.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
12546-536006	Uniforms	\$ 730	
12546-545000	Contract Services	\$ 525	
12546-553006	Dues & Subscriptions		\$ 1,255
		<u>\$ 1,255</u>	<u>\$ 1,255</u>

Explanation: Corolla VFD (12546) - Transfer for operations.

Net Budget Effect: Fire Services Fund (12) - No change.

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Clerk to the Board

Attachment: BudAmends_Jun 4_Reg (Budget Amendments)

Currituck County Master
Fee ScheduleRate and Fee Schedule
effective June 4, 2018

Dept.	Description	Cost							
Airport	Concession Fees - Aviation Maintenance & Repair Services	\$	75.00	annual					
Airport	Concession Fees - Based Charter Aircraft Travel Services	5% of booked fee		due on 10th following quarter end:					
Airport	Concession Fees - Banner Towing Operations	\$	75.00	annual	Jan 10, Apr 10, Jul 10 & Sep 10				
Airport	Concession Fees - Crop Dusting	\$	300.00	annual					
Airport	Concession Fees - Flight Lessons two or more Currituck based aircraft	\$	75.00	annual					
Airport	Concession Fees- Flight Lessons no Currituck based aircraft	\$	300.00	annual					COMMERCIAL
Airport	Concession Fees- Flight Lessons one Currituck based aircraft	\$	150.00	annual		Annual in	Annual w/		
Airport	Concession Fees- Hang Gliding	\$	7,000.00	annual		Advance	3 yr term	3 yr term	
Airport	Concession Fees - Rental Car Services	\$	300.00	annual					
Airport	Hangar leases, non-commercial	\$	2,760.00	annual, payable \$230 per month - Effective 8/1/2013		Monthly	5% Disc	10% Disc	monthly
Airport	Hangars, commercial A-5-T, A-11-T & Office space 2 combined	\$	5,796.00	Effective 8/1/2013	\$ 483.00	\$ 5,506	\$ 5,216	\$ 435	
Airport	Hangars, commercial C-2, C-3, C-4, C-5	\$	6,555.00	Effective 8/1/2013	\$ 546.25	\$ 6,227	\$ 5,900	\$ 492	
Airport	Hangars, commercial A-1-T, A-6-T & office space 1 combined	\$	5,520.00	Effective 8/1/2013	\$ 460.00	\$ 5,244	\$ 4,968	\$ 414	
Airport	Hangars, commercial B-1-C & B-2-C	\$	5,520.00	Effective 8/1/2013	\$ 460.00	\$ 5,244	\$ 4,968	\$ 414	
Airport	Hangars, commercial C-1	\$	7,590.00	Effective 8/1/2013	\$ 632.50	\$ 7,211	\$ 6,831	\$ 569	
Airport	Late Fee	\$	15.00	Payments received after 10th of each month for each hangar and/or tie-down lease					
Airport	Tie-down leases	\$	10.00	per month					
Animal Services & Control	Adoption Fee- Dog	\$	99.00	Discounts up to 50% off at the discretion of the Director and/or					
Animal Services & Control	Adoption Fee- Cat	\$	59.00						
Animal Services & Control	Reclaim Fee- 1st offense		\$25.00 + \$10.00 a day						
Animal Services & Control	Reclaim Fee- 2nd offense		\$50.00 + \$10.00 a day						
Animal Services & Control	Reclaim Fee- 3rd offense		\$75.00 + \$10.00 a day						
Animal Services & Control	Reclaim Fee- 4th offense		\$100.00 + \$10.00 a day						
Animal Services & Control	Rabies Shot at County Sponsored Rabies Clinics	\$	10.00						
CCRC	Facility rental fees								
CCRC	Apartment		\$35	per night					
CCRC	Complete facility rental fee/Exclusive right to grounds	\$	500.00	per day.					
CCRC	Picnic Shelter- half day rental	\$	25.00	per day/per room (up to 4 hours)					
CCRC	Picnic Shelter- full day rental	\$	50.00	per day/per room (up to 8 hours)					
CCRC	Indoor Arena:	\$	175.00	per weekend day					
CCRC		\$	125.00	per week day					
CCRC	Hourly rental of indoor arena	\$	25.00	per hour					
CCRC	Outdoor Arena:	\$	125.00	per weekend day					
CCRC		\$	100.00	per week day					
CCRC	Hourly rental of outdoor arena	\$	25.00	per hour					
CCRC	Park Attendant	\$	18.00	per hour - nights/weekends/holidays					
CCRC	Stall Rental:								
CCRC	Overnight, no event	\$	35.00	per nights					
CCRC	With event	\$	15.00	day stall					
CCRC		\$	25.00	2 day show					
CCRC		\$	30.00	3 day show					
CCRC	Shavings must be used with any stall rental. No one can stall a horse without shavings.								
CCRC	Shavings	\$	6.75	per bag					
CCRC	RV/Camper Hook-up	\$	25.00	per night					
CCRC				per horse/per weekend day/5 horse					
CCRC	Weekend schooling (No event)	\$	10.00	minimum					
CCRC	Vendor Hook-up	\$	25.00	per day					
CCRC	Technology fee	\$	50.00	Includes wifi, phone, copier, fax access					
CCRC	Notary Fees								
CCRC	Official County business		No charge						
CCRC	Other		\$5 per document						
CCRC	Returned check/credit card/eft fee	\$	25.00						
Communications	CD: 911 Data	\$	25.00						

Attachment: Master Fee-Jun 4_2018 (Master Fee Schedule Revisions)

Communications	Copies, 911 transcript	\$	1.00	per page
Community Development	Central Permitting Fees:		Residential	Commercial
Community Development	New construction and additions		\$0.30 per sf	\$0.35 per sf
Community Development	Alterations		\$0.15 per sf	\$0.12 per sf
Community Development	Chimney/Woodstove	\$	25.00	\$25
Community Development	Decks		\$0.30 per sf	\$0.35 per sf
Community Development	Dune decks and walkways		\$0.30 per sf	\$0.35 per sf
Community Development	Demolition	\$	35.00	\$75
Community Development	Detached Buildings		\$0.15 per sf	\$0.15 per sf
Community Development	Farm Building		No permit	\$0.35 per sf
Community Development	Fuel Pumps			\$50 per pump
Community Development	Gas (Propane/Natural)	\$	50.00	\$50
Community Development	HVAC changeout (includes all trade permits)	\$	35.00	\$50
Community Development	Insulation (new)		No Fee	\$100
Community Development	Insulation (alteration)	\$	25.00	\$50
Community Development	Metal Carport, pre-manufactured		No fee	No fee
Community Development	Mobile Homes		\$0.15 per sf	N/A
Community Development	Modulars		\$0.15 per sf	\$0.12 per sf
Community Development	P M E (New)		\$50 each	\$100 per suite
Community Development	P M E (Alterations)		\$25 each	\$50 per suite
Community Development	Roofing (sheathing replacement)	\$	50.00	\$50
Community Development	Roofing (shingles only) >\$15,000 project cost	\$	35.00	\$50
Community Development	Solar array	\$200	base + \$0.20 per panel	
Community Development	County, State, Federal, Non-profit		No fee	No fee
Community Development	Miscellaneous:			
Community Development	Bulkhead, Pier, Dock, Boatlift	\$	50.00	\$100
Community Development	CAMA Minor Permit	\$	100.00	\$100
Community Development	Elevator (includes trade permits)	\$	75.00	\$150
Community Development	Fire Alarm		N/A	\$50
Community Development	Fire Sprinklers	\$	100.00	\$50
Community Development	Hot Tub (includes trade permits)	\$	50.00	\$100
Community Development	Moving Permit		\$0.20 per sf	\$0.20 per sf
Community Development	Retaining wall	\$	50.00	\$100
Community Development	Siding replacement >\$15,000 project cost	\$	50.00	\$75
Community Development	Swimming Pool (includes trade permits)	\$	75.00	\$200
Community Development	Swimming Pool electrical	\$	25.00	\$50
Community Development	Signs (on premise)		N/A	\$25 each
Community Development	Signs (off premise)		N/A	\$50 each
Community Development	Temporary Office		N/A	\$60
Community Development	Tents		N/A	\$50 per tent
Community Development	Towers			\$0.12 per unit
Community Development	Window, Door replacement >\$15,000 project cost	\$	50.00	\$75
Community Development	Wind Turbine		\$200 each	\$500 each
Community Development	Minimum permit fee	\$	25.00	\$25
Community Development	Projects that do not fall within the categories above shall be figured on a cost of construction basis as follows:			
Community Development	\$1-\$5,000	\$	50.00	\$100
Community Development	Over \$5,000		\$10 per \$1,000	\$20 per \$1,000
Community Development	Inspection Division Fees:			
Community Development	Re-inspection		\$50 per trip	\$50 per trip
Community Development	Working without a permit		Greater of \$50 or 25% of cost	\$100 or 25% of cost
Community Development	Private Schools/Daycare inspection		N/A	\$100
Community Development	ABC Inspections		N/A	\$100
Community Development	Exhaust Hoods		N/A	\$100
Community Development	Generators (includes trade permits)	\$	100.00	\$200
Community Development	Home Occupations	\$	50.00	NA
Community Development	Planning Division Fees:			
Community Development	Administrative Adjustment	\$	100.00	\$100
Community Development	Clear-Cut Permit	\$	50.00	\$50
Community Development	Minor Subdivision (Conventional)		\$25 per lot	\$25 per lot
Community Development	Private Access or Family Subdivision		\$50 per lot	N/A
Community Development	Sign Return Fee (Unlawfully placed signs)	\$	25.00	\$25
Community Development	Site Plan - Major			\$0.02 sf gross floor area; \$50 minimum
Community Development	Site Plan - Minor	\$	50.00	\$50
Community Development	Subdivision - Major	\$100 per lot/\$250 Amended Plat		\$100 per lot/\$250 Amended Plat
Community Development	Subdivision - Minor		\$50 per lot	\$50 per lot
Community Development	Temporary Use Permit	\$	50.00	\$50
Community Development	Zoning/Flood determination letter	\$	25.00	\$25
Community Development	Board of Adjustment Fees:			
Community Development	Appeal or Interpretation	\$	150.00	\$150
Community Development	Variance	\$	150.00	\$150
Community Development	Literature and Materials			

Community Development	Unified Development Ordinance (UDO)	\$	30.00	\$30.00	
Community Development	Land Use Plan	\$	30.00	\$30.00	
Community Development	Small Area Plans or Technical Documents	\$	20.00	\$20.00	
Community Development	Official Zoning Map (Copy)	\$	10.00	\$10.00	
Community Development	Planning Board				
Community Development	Conditional Rezoning		\$150 + \$5/acre		\$150 + \$5/acre
Community Development	Development Agreement		\$150 + \$5/acre		\$150 + \$5/acre
Community Development	Planned Development		\$300 + \$5/acre		\$300 + \$5/acre
Community Development	Text Amendment	\$	150.00	\$150	
Community Development	Land Use Plan Amendment	\$	150.00	\$150	
Community Development	Use Permit or Amended Use Permit	\$	150.00	\$150	
Community Development	Zoning Map Amendment		\$150 + \$5/acre		\$150 + \$5/acre
Community Development	Public Copies - 1 sided	\$	0.10	\$	0.10
Community Development	Public Copies - 2 sided	\$	0.15	\$	0.15
Community Development	Public Copies color up the 8.5" X 14"	\$	0.25	\$	0.25
Community Development	Notary Fees				
Community Development	Official County business		No charge	No charge	
Community Development	Other		\$5 per document	\$5 per document	
Community Development	Returned check/credit card/eft fee	\$	25.00		
Note: Preliminary, amended preliminary, final and amended final plats will be assessed at \$33 per lot fee if the sketch plan was approved prior to March 3, 2003.					
Community Development	Beach Parking Permit - Seasonal/Resident or Property Owner	\$	150.00	per season - 12:01 AM Friday before Memorial Day through 11:59 PM Labor Day - Resident or Owner per County address for anv vehicle	
Community Development	Beach Parking Permit - Seasonal/Non-resident	\$	150.00	per season - 12:01 AM Friday before Memorial Day through 11:59 PM Labor Day - Non-resident per vehicle	
Community Development	Beach Parking Permit - 10 Day	\$	50.00	10 days from date of permit - Nonresident	
Community Development	Beach Parking Permit - Currituck Property Owners and Residents				
	Seasonal Pass with valid registration - 1 per vehicle		No charge		
	Seasonal Guest Permit - Two for each house located in Off-road area in a verified rental program		No charge		
	Seasonal Guest Permit - Two for each owner occupied FULL-TIME residence located in the off-road area		No charge		
Community Development	Outdoor Tour Operator License	\$	950.00	per vehicle	
Cooperative Extension	Facility rental fees				
Cooperative Extension	Auditorium	\$	500.00	per day	
Cooperative Extension	Auditorium set up day	\$	100.00	per event	
Cooperative Extension	Conference Room	\$	100.00	per day/per room	
Cooperative Extension	Classrooms	\$	50.00	per day/per room	
Cooperative Extension	Custodian	\$	20.00	per hour - nights/weekends/holidays	
Cooperative Extension	Public Copies - 1 sided	\$	0.10		
Cooperative Extension	Public Copies - 2 sided	\$	0.15		
Cooperative Extension	Public Copies color up the 8.5" X 14"	\$	0.25	per side	
Cooperative Extension	Notary Fees				
Cooperative Extension	Official County business	\$	-		
Cooperative Extension	Other	\$	5.00	per document	
Cooperative Extension	Returned check/credit card/eft fee	\$	25.00		
Elections	Copies, color double sided	\$	0.45		
Elections	Copies, color single sided	\$	0.25		
Elections	Copies, standard letter or legal, per copy	\$	0.10		
Elections	Diskette	\$	10.00		
Elections	Labels, per label	\$	0.01	Minimum \$.30	
Elections	Print-out, per page	\$	0.05	Minimum \$.25	
EMS	Public Copies - 1 sided	\$	0.10		
EMS	Public Copies - 2 sided	\$	0.15		
EMS	Public Copies color up the 8.5" X 14"	\$	0.25	per side	
EMS	Notary Fees				
EMS	Official County business	\$	-	no charge	
EMS	Other	\$	5.00	per document	
EMS	Returned check/credit card/eft fee	\$	25.00		
EMS	Stand-by events	\$	50.00	hour	
ITS	CD1: GIS data CD	\$	50.00		
ITS	CD2: 2003, 2008, 2010 or 2012 Color Aerial Photography	\$	100.00	per year requested	
ITS	Copies, GIS Data, Laser 11 x 17 black and white	\$	1.00		

ITS	Copies, GIS Data, Laser 11 x 17 color	\$	2.00	
ITS	Copies, GIS Data, Laser 8 1/2 x 11 black and white	\$	0.50	
ITS	Copies, GIS Data, Laser 8 1/2 x 11 color	\$	1.00	
ITS	Copies, GIS Data, Laser 8 1/2 x 14 black and white	\$	0.75	
ITS	Copies, GIS Data, Laser 8 1/2 x 14 color	\$	1.50	
ITS	Copies, GIS Data, Plotter 20 x 24 up to 28 x 36	\$	5.00	
ITS	Copies, GIS Data, Plotter Greater than 28 x 36 to 36 x 42	\$	8.00	
ITS	Copies, GIS Data, Plotter Greater than 36 x 42	\$	10.00	
ITS	Copies, GIS Data, Plotter less than 20 x 24	\$	3.00	
ITS	Official Zoning Map	\$	10.00	
ITS	CD3: 1995 Aerial Photography (black & white only)	\$	50.00	
				plus variable (Exception: Subdivisions created prior to 4/2/89 & sign never installed)
ITS	Street Naming/Name Changing (payable to U.S. Sign Co.)	\$	75.00	
Library	Books, Fines for Overdues	\$	0.10	per day
Library	Copies, standard letter or legal, per copy	\$	0.10	
Library	Fax - Incoming	\$	1.00	
Library	Fax - Outgoing	\$	2.50	plus \$1.00 each additional page
Mainland Water	3" Riser		Actual cost + 20%	
Mainland Water	6" Riser		Actual cost + 20%	
Mainland Water	Backhoe per hour	\$	125.00	
Mainland Water	Bacteriological tests	\$	50.00	
Mainland Water	Check Valve		Actual cost + 20%	
Mainland Water	Chloride tests	\$	20.00	
Mainland Water	Ditch Witch per hour	\$	125.00	
Mainland Water	ERT for Radio Read meter		Actual cost + 20%	
Mainland Water	Excavator per hour	\$	125.00	
Mainland Water	Fire hydrant meter - Deposit	\$	2,500.00	
Mainland Water	Fire hydrant meter setup fee	\$	50.00	
				or three months' billing of previous usage, whichever is greater
Mainland Water	High-risk deposit (owner or renter)	\$	200.00	
Mainland Water	Impact Fees 1 inch	\$	5,500.00	
Mainland Water	Impact Fees 2 inch	\$	6,000.00	
Mainland Water	Impact Fees 3 inch	\$	6,500.00	
Mainland Water	Impact Fees 3/4 inch	\$	5,000.00	
Mainland Water	Impact Fees 4 inch	\$	7,000.00	
Mainland Water	Impact Fees 6 inch	\$	7,500.00	
Mainland Water	Impact Fees 6 inch Fire Service	\$	6,000.00	
Mainland Water	Impact Fees for Centers of Worship	\$	3,000.00	
Mainland Water	Labor per man hour	\$	60.00	
Mainland Water	Lid only		Actual cost + 20%	
Mainland Water	Lock		Actual cost + 20%	
Mainland Water	Meter		Actual cost + 20%	
Mainland Water	Meter accessibility charge	\$	35.00	
Mainland Water	Meter Box		Actual cost + 20%	
Mainland Water	Meter tampering fee	\$	75.00	
Mainland Water	Meter testing fee	\$	50.00	If meter accurate
Mainland Water	Meter testing fee		No Charge	If more than 2.5% inaccurate
Mainland Water	Open/reopen/transfer account	\$	25.00	
Mainland Water	Pipe pressure/leakage retest	\$	150.00	
Mainland Water	Pipe pressure/leakage test	\$	150.00	
Mainland Water	Reconnection fee (after cutoff for nonpayment)	\$	50.00	8AM - 5PM
Mainland Water	Renter deposit	\$	150.00	
Mainland Water	Reread meter - our reading correct	\$	25.00	
Mainland Water	Reread meter - our reading incorrect		No Charge	
Mainland Water	Retro		Actual cost + 20%	
Mainland Water	Returned check fee	\$	25.00	
Mainland Water	Road Bore		Actual cost + 20%	
Mainland Water	Special request meter reading	\$	25.00	
Mainland Water	Turn on/off fee, per occurrence	\$	25.00	Normal working hours
Mainland Water	Turn on/off fee, per occurrence	\$	50.00	After normal working hours
Mainland Water	Union half with nut		Actual cost + 20%	
Mainland Water	Water Charge Fire Service (sprinkler systems)		Same as commercial	
Mainland Water	Water Charge Local Government/Board of Education		Same as commercial	
Mainland Water	Water Charge Commercial base 0-2000 gallons	\$	20.00	month
Mainland Water	Water Charge Residential base 0-2000 gallons	\$	20.00	month
Mainland Water	Water Charge up to 5000 gallons, commercial	\$	4.50	per 1000 gal./effective 7/1/2011
Mainland Water	Water Charge up to 5000 gallons, residential	\$	4.50	per 1000 gal./effective 7/1/2011
Mainland Water	Water Charge up to 10,000 gallons, commercial	\$	5.50	per 1000 gal./effective 7/1/2011
Mainland Water	Water Charge up to 10,000 gallons, residential	\$	5.50	per 1000 gal./effective 7/1/2011
Mainland Water	Water Charge up to 15,000 gallons, commercial	\$	6.50	per 1000 gal./effective 7/1/2011
Mainland Water	Water Charge up to 15,000 gallons, residential	\$	6.50	per 1000 gal./effective 7/1/2011
Mainland Water	Water Charge up to 20,000 gallons, commercial	\$	7.50	per 1000 gal./effective 7/1/2011

Mainland Water	Water Charge up to 20,000 gallons, residential	\$	7.50	per 1000 gal./effective 7/1/2011
Mainland Water	Water Charge all over 20,000 gallons, commercial	\$	8.50	per 1000 gal./effective 7/1/2011
Mainland Water	Water Charge all over 20,000 gallons, residential	\$	8.50	per 1000 gal./effective 7/1/2011
Mainland Water	Yoke		Actual cost + 20%	
Mainland Water	Yoke valve with meter nut		Actual cost + 20%	
Mainland Sewer	Tap Fee in Maple Commerce Park	\$	7,700.00	per EDU (250 gpd)
Mainland Sewer	Tap Fee in Moyock	\$	5,500.00	per EDU (250 gpd)
Mainland Sewer	Tap Fee in Walnut Island/Waterside Villages	\$	4,500.00	
Mainland Sewer	Sewer Utility Charge		1.5x Water Usage Charge	\$30 minimum base rate
Mainland Sewer	Residential renter deposit	\$	150.00	
Mainland Sewer	Residential renter deposit (High Risk)	\$	200.00	3 months past usage with \$200 min
Mainland Sewer	Open/reopen/transfer account	\$	25.00	
Mainland Sewer	Reconnection fee	\$	50.00	
Mainland Sewer	Meter tampering fee	\$	75.00	Min \$75 plus cost of damages
Parks & Rec	Knotts Island	\$	200.00	per day
Parks & Rec	Maple Athletic Complex - Baseball/Softball Fields	\$	200.00	per field/per day
Parks & Rec	Maple Athletic Complex - Soccer Fields	\$	200.00	per field/per day
Parks & Rec	Maple Park	\$	300.00	per day
Parks & Rec	Maple Skate Park	\$	200.00	per day
Parks & Rec	Sound Park	\$	500.00	per day
Parks & Rec	Veteran's Memorial Park	\$	200.00	per day
Parks & Rec	Walnut Island Park	\$	200.00	per day
Parks & Rec	Adult Softball (men and women)	\$	200.00	per team
Parks & Rec	Youth Cheerleading	\$	20.00	per child - Maximum of \$40.00 per family
Parks & Rec	Youth Flag Football	\$	20.00	per child - Maximum of \$40.00 per family
Parks & Rec	Youth Soccer (Fall and Spring)	\$	20.00	per child - Maximum of \$40.00 per family
Parks & Rec	Youth Tackle Football	\$	25.00	per child - No Maximum Fee per child - \$35.00 (2 children) Maximum of \$50.00 for a family of 3 or more
Parks & Rec	Youth T-Ball/Baseball/Softball	\$	25.00	per child - Maximum of \$40.00 per family
Parks & Rec	Youth/Junior Basketball	\$	20.00	
Parks & Rec	Tournament Admission Fees- Under 5		No Charge	
Parks & Rec	Tournament Admission Fees- Ages 6-12	\$	3.00	
Parks & Rec	Tournament Admission Fees-13 and up	\$	5.00	
Parks & Rec	Concessions		Cost + 100% to 300%	
Parks & Rec	Field Fees - Soccer, Baseball/Softball, Tennis Courts	\$	25.00	1/2 day - does not include staff, security or clean-up charges
Parks & Rec	Field Fees - Soccer, Baseball/Softball, Tennis Courts	\$	50.00	daily - does not include staff, security or clean-up charges
Parks & Rec	Field Set-up Fees - Baseball/Softball	\$	20.00	per field - does not include staff, security or clean-up charges
Parks & Rec	Field Set-up Fees - Soccer	\$	25.00	per field - does not include staff, security or clean-up charges
Parks & Rec	Park Picnic Shelter	\$	25.00	per 1/2 day/\$50 daily
Parks & Rec	Parks			
Parks & Rec	Staff for Events (if required) - Park Attendant	\$	18.00	per hour/per attendant
Parks & Rec	Staff for Events (if required) - Park Superintendent	\$	18.00	per hour
Parks & Rec	Staff for Events (if required) - Recreation Director	\$	28.00	per hour
Parks & Rec	Staff for Events (if required) - Recreation Specialist	\$	18.00	per hour
Ocean Sands	Sewer rate		\$7.95 base + 1.5x Water	Rate increase effective with billings on or after January 1, 2014
Ocean Sands	Sewer Tap Fee	\$	450.00	
Ocean Sands	Sewer Impact Fee	\$	2,000.00	
Solid Waste	Tipping Fees per ton for all solid waste that originates outside the County	\$	83.00	per ton
Solid Waste	Tipping Fees per ton for mixed solid waste MSW	\$	73.00	per ton
Register of Deeds	Birth or Death Amendments (preparation)	\$	10.00	
Register of Deeds	Birth or Death Amendments, NC Vital Records	\$	15.00	payable to N.C. Vital Records Section
Register of Deeds	Birth or Death Legitimations County	\$	10.00	
Register of Deeds	Birth or Death Legitimations State (via check)	\$	10.00	
Register of Deeds	Birth or Death Record, Certified Copy	\$	10.00	
Register of Deeds	Birth, Delayed Birth Applications	\$	20.00	
Register of Deeds	Copies, Certified 1st page	\$	5.00	plus \$2.00 each page of document
Register of Deeds	Copies, Uncertified	\$	0.25	
Register of Deeds	Copies, Uncertified Plats (11"x17")-per page	\$	0.50	
Register of Deeds	Copies, Uncertified Plats (11"x17")-per page VIA Mail or Fax	\$	1.00	
Register of Deeds	Copies, Uncertified Plats (18"x24")-per page	\$	2.00	
Register of Deeds	Copies, Uncertified Plats (18"x24")-per page VIA Mail	\$	3.00	

Register of Deeds	Copies, Uncertified VIA Mail	\$	1.00	
Register of Deeds	Deeds of Trust and Mortgages	\$	56.00	Minimum fee for pages 1-15
Register of Deeds	Deeds of Trust and Mortgages per page for pages over 15	\$	4.00	
Register of Deeds	Deeds of Trust and Mortgages Additional (multi-instrument)	\$	10.00	
Register of Deeds	Deeds of Trust and Mortgages Satisfaction/Cancellation		Free	
Register of Deeds	Highway Maps 1st page	\$	21.00	
Register of Deeds	Highway Maps Additional Page(s)	\$	5.00	
Register of Deeds	Highway Maps Certified Copy (per 1st page)	\$	5.00	
Register of Deeds	Instrument, General	\$	26.00	Minimum fee for pages 1-15
Register of Deeds	Instrument, General per page for pages over 15	\$	4.00	
Register of Deeds	Instrument, General Additional (multi-instrument)	\$	10.00	
Register of Deeds	Marriage License	\$	60.00	
Register of Deeds	Marriage License Certified Copy	\$	10.00	
Register of Deeds	Marriage License Corrections	\$	10.00	
Register of Deeds	Notary Oath	\$	10.00	
Register of Deeds	Plats 1st page (GS 161-10)	\$	21.00	
Register of Deeds	Plats Additional Page(s)	\$	21.00	
Register of Deeds	Plats Certified Copy (per 1st page)	\$	5.00	
Register of Deeds	Plats Certified Copy - each additional page after first page	\$	2.00	
Register of Deeds	Uniform Commercial Code Fixture Filing Only 1-2 pages	\$	38.00	
Register of Deeds	Uniform Commercial Code Fixture Filing Only 3-10 pages	\$	45.00	
				plus \$2.00 each additional page over 10
Register of Deeds	Uniform Commercial Code Fixture Filing Only over 10 pages	\$	45.00	
Register of Deeds	Excessive Recording Data - more than 20 distinct parties	\$	2.00	each name over 20 - G.S. 161-10(a)(1)
Register of Deeds	Non-standard Fee	\$	25.00	G.S. 161-14(b)
Soil Conservation	Soil surveys/publications		Free	
Sheriff	Peddler License initial fee	\$	35.00	
Sheriff	Peddler License renewal fee	\$	20.00	
Sheriff	Noise permits	\$	25.00	
S Outer Banks Water	3" Riser		Actual cost + 20%	
S Outer Banks Water	6" Riser		Actual cost + 20%	
S Outer Banks Water	Backhoe per hour	\$	125.00	
S Outer Banks Water	Excavator per hour	\$	125.00	
S Outer Banks Water	Bacteriological tests	\$	50.00	
S Outer Banks Water	Check Valve		Actual cost + 20%	
S Outer Banks Water	Chloride tests	\$	20.00	
S Outer Banks Water	Ditch Witch per hour	\$	125.00	
S Outer Banks Water	ERT for Radio Read meter		Actual cost + 20%	
S Outer Banks Water	Fire hydrant meter - Deposit	\$	2,500.00	
S Outer Banks Water	Fire hydrant meter setup fee	\$	50.00	
				or three months' billing of previous usage, whichever is greater
S Outer Banks Water	High risk deposit (owner or renter)	\$	200.00	
S Outer Banks Water	Impact Fee 1 inch for Centers of Worship	OS ABC \$	3,000.00	
S Outer Banks Water	Impact Fee 1" Meter	OS ABC \$	6,500.00	
S Outer Banks Water	Impact Fee 2 inch	OS ABC \$	7,000.00	
S Outer Banks Water	Impact Fee 3 inch	OS ABC \$	7,500.00	
S Outer Banks Water	Impact Fee 3/4" Meter	OS ABC \$	6,000.00	
S Outer Banks Water	Impact Fee 4 inch	OS ABC \$	8,000.00	
S Outer Banks Water	Impact Fee 6 inch	OS ABC \$	8,500.00	
S Outer Banks Water	Impact Fee 6 inch Fire Services	OS ABC \$	6,000.00	
S Outer Banks Water	Impact Fee standard 3/4" meter, commercial	VOH \$	1,000.00	
S Outer Banks Water	Impact Fee standard 3/4" meter, hotels/motels per two rooms	VOH \$	1,000.00	
S Outer Banks Water	Impact Fee standard 3/4" meter, laundry	VOH \$	1,000.00	per 3 machines
				(condos, cottage courts, apartments)
S Outer Banks Water	Impact Fee standard 3/4" meter, multifamily	VOH \$	1,000.00	Each habitable unit
S Outer Banks Water	Impact Fee standard 3/4" meter, restaurants	VOH \$	1,000.00	per 16 seats or fraction thereof
S Outer Banks Water	Impact Fee standard 3/4" meter, sewer	VOH \$	700.00	
S Outer Banks Water	Impact Fee standard 3/4" meter, single family residential	VOH \$	1,000.00	
S Outer Banks Water	Labor per man hour	\$	60.00	
S Outer Banks Water	Lid only		Actual cost + 20%	
S Outer Banks Water	Lock		Actual cost + 20%	
S Outer Banks Water	Meter		Actual cost + 20%	
S Outer Banks Water	Meter accessibility charge	\$	35.00	
S Outer Banks Water	Meter Box		Actual cost + 20%	
S Outer Banks Water	Meter tampering fee	\$	75.00	
S Outer Banks Water	Meter testing fee	\$	50.00	If meter accurate
S Outer Banks Water	Meter testing fee		No Charge	If more than 2.5% inaccurate
S Outer Banks Water	Open/reopen/transfer account	\$	25.00	
S Outer Banks Water	Pipe pressure/leakage retest	\$	150.00	
S Outer Banks Water	Pipe pressure/leakage test	\$	150.00	
S Outer Banks Water	Reconnection fee (after cutoff for nonpayment)	\$	50.00	8AM - 5PM

S Outer Banks Water	Renter deposit	\$	150.00	
S Outer Banks Water	Reread meter - our reading correct	\$	25.00	
S Outer Banks Water	Reread meter - our reading incorrect		No Charge	
S Outer Banks Water	Retro		Actual cost + 20%	
S Outer Banks Water	Returned check fee	\$	25.00	
S Outer Banks Water	Road Bore		Actual cost + 20%	
S Outer Banks Water	Special request meter reading	\$	25.00	
S Outer Banks Water	Turn on/off fee, per occurrence	\$	25.00	Normal working hours
S Outer Banks Water	Turn on/off fee, per occurrence	\$	50.00	After normal working hours
S Outer Banks Water	Union half with nut		Actual cost + 20%	
S Outer Banks Water	Water Charge - Pine Island Base Rate	\$	30.00	month
S Outer Banks Water	Water Charge - Pine Island per 1,000 gallons	\$	4.50	per 1000 gal
S Outer Banks Water	Water Charge Base Rate 0-2000 gallons	\$	20.00	month
S Outer Banks Water	Water Charge up to 5000 gallons, commercial	\$	4.50	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge up to 5000 gallons, residential	\$	4.50	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge up to 10,000 gallons, commercial	\$	5.50	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge up to 10,000 gallons, residential	\$	5.50	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge up to 15,000 gallons, commercial	\$	6.50	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge up to 15,000 gallons, residential	\$	6.50	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge up to 20,000 gallons, commercial	\$	7.50	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge up to 20,000 gallons, residential	\$	7.50	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge all over 20,000 gallons, commercial	\$	8.50	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Water Charge all over 20,000 gallons, residential	\$	8.50	per 1000 gal./effective 7/1/2016
S Outer Banks Water	Yoke		Actual cost + 20%	
S Outer Banks Water	Yoke valve with meter nut		Actual cost + 20%	
S Outer Banks Water	Pipe pressure/leakage retest	\$	150.00	
Sr. Center	Deposit, Rental of Senior Center Space (Refundable)	\$	100.00	
Sr. Center	Powells Point Bldg- Deposit	\$	100.00	per event
Sr. Center	Powells Point Bldg- Rent	\$	100.00	per event
Sr. Center	Fax - outgoing		\$2.50 first page	\$1.00 each additional page
Sr. Center	Fax - Incoming	\$	1.00	
Sr. Center	Kitchen not used	\$	100.00	
Sr. Center	Kitchen use	\$	125.00	
Sr. Center	Public Copies - 1 sided	\$	0.10	
Sr. Center	Public Copies - 2 sided	\$	0.15	
Sr. Center	Notary Fees			
Sr. Center	Official County business	\$	-	
Sr. Center	Other	\$	5.00	per document
Sr. Center	Returned check/credit card/eft fee	\$	25.00	
Tax	Public Copies - 1 sided	\$	0.10	
Tax	Public Copies - 2 sided	\$	0.15	
Tax	Public Copies - Color (Up to 8.5" X 14")	\$	0.25	per side
Tax	Public Copies - Color (11" x 17")	\$	0.50	per side
Tax	Labels, per label	\$	0.03	Minimum \$10.00
Tax	Aerial Tax Maps	\$	8.00	
Tax	Subdivision Tax Maps	\$	3.00	per sheet
Tax	Street Atlas	\$	8.00	
Tax	Returned check/credit card/debit card/EFT/ACH fee		10%	Payment for Taxes; Minimum \$25.00
Tax	Returned check/credit card/debit card/EFT/ACH fee	\$	25.00	G.S. 105-357(b)(2)
Tax	Property Record Card	\$	0.50	All other than taxes
Tax	Property Record Card	\$	0.50	each
Tourism	Heritage Festival - BBQ Contest Registration	\$	300.00	per team - includes RV hookup fee
Tourism	Heritage Festival - Rodeo admission - Ages 13+		\$15 Adv/\$20 Day of Event	
Tourism	Heritage Festival - Rodeo admission - Ages 6-12		\$10 Adv/\$15 Day of Event	
Tourism	Heritage Festival - Rodeo admission - Ages 0-5		No Charge	
Tourism	Heritage Festival - Rodeo admission - Family (2 Adult/2 Under 12)		\$45	Advance sales only
Tourism	Heritage Festival - Rodeo admission - BBQ Participants		\$10	Advance sales only
Tourism	Legacy Tours Whalehead Ages 0-5		No charge	
Tourism	Legacy Tours Whalehead Ages 6-12	\$	5.00	
Tourism	Legacy Tours Whalehead Ages 13-54	\$	7.00	
Tourism	Legacy Tours Whalehead Ages 55+	\$	5.00	
Tourism	Legacy Tours Whalehead Active Military	\$	5.00	
Tourism	Legacy Tours Wounded Warrior		No charge	
Tourism	Legacy Tours Whalehead Group Student	\$	3.00	Coordinator/Bus Driver No charge
Tourism	Legacy Tours Whalehead Group Adult	\$	5.00	Coordinator/Bus Driver No charge
Tourism	Specialty Tours		TBD	Based on type of Tour and Resources involved
Tourism	Whalehead Wednesday	\$	15.00	Price includes wine tasting and glass
Tourism	Events requiring tent rentals or other structures on grounds must be rented for the day before, day of and day after event.	\$		
Tourism	Grounds Rental - Primary Site (N Lawn/S Lawn/Point)	\$	750.00	
Tourism	Grounds Rental - Secondary Site	\$	400.00	
Tourism	Grounds Rental - Picnic Shelter	\$	50.00	

Tourism	Grounds Rental - Gazebo	\$	150.00	
Tourism	Grounds Rental - Side Porch	\$	50.00	
Tourism	Grounds Refundable Security Deposit	\$	750.00	
Tourism	Picnic Shelter Refundable Security Deposit	\$	25.00	
Tourism	Golf Cart Rental per 8 hours	\$	300.00	each per day
	Tourism and Whalehead \$0.00 - \$6.99 our cost retail merchandise			Cost + 100%
	Tourism and Whalehead \$7.00 - \$10.99 our cost retail merchandise			Cost + 50%
	Tourism and Whalehead \$11.00 - \$19.99 our cost retail merchandise			Cost + 35%
	Tourism and Whalehead \$20.00 & up our cost retail merchandise			Cost + 25%
Tourism	Historic Corolla Park Usage- unlimited usage with the exception of stated hours	\$	400.00	per month for June, July & August
Tourism	Historic Corolla Park Usage- unlimited usage with the exception of stated hours	\$	250.00	per month January - May and September - December
Tourism	Historic Corolla Park Usage- for businesses needing the Park 1 day a week or less	\$	50.00	per day for all months
Other	Notary Fees		Free	Official County Business
Other	Notary Fees	\$	5.00	Other than County Business
Other	Returned Check Fee	\$	25.00	

NOTES:

Occupancy Tax and Sales Taxes will be charged if applicable.

All Water Systems	3/4" irrigation meter \$1,000 and 1" irrigation meter \$1,300 are available to any customer with an existing paid tap.
Mainland Water	Water Charge: Commercial master meter accts charged at above rates per unit served. Hotels and motels: Four rooms equal one commercial master meter billing unit.
Mainland Water	Impact Fees: All installation costs for labor, materials and equipment shall be paid by the owner/developer/purchaser.
Mainland Water	Subdivisions with active sketch plan approval prior to July 1, 2007 included on attached list will be assessed impact fees at the rate in effect on June 30, 2007 until June 30, 2009. Beginning July 1, 2009 any subdivisions that have not paid the impact fees will be charge the rate in place at this time of payment.
Inspections	Movable agricultural buildings occupied for farm purposes shall be exempt from fees prescribed above.
Inspections	*Alterations include work within existing structures and upgrading existing service do not include additions, new construction, providing power to structures not previously having power, or new service to existing buildings.
Planning	Preliminary, amended preliminary, final, and amended final plats will be assessed a \$33.00 per lot fee if the sketch plan was approved prior to March 3, 2003.

Adopted this 4th day of June 2018.

Bobby Haniq, Chairman

Attest:

Leeann Walton, Clerk to the Board

2018 BOARD OF EQUALIZATION & REVIEW
Minutes
May 21, 2018

The 2018 Board of Equalization & Review was called to order at 4:00pm on Monday May 21, 2018. Board Members Paul Beaumont, Mary Etheridge, Marion Gilbert, Bobby Hanig, Mike Hall, Mike Payment and Bob White were in attendance.

There was no business brought before the Board.

The Board of Equalization and Review adjourned at 4:30pm

ATTEST: 

Tracy Sample, Clerk to the
Board of Equalization and
Review

Chairman, Bobby Hanig

Attachment: 2018_ER_MINUTES (Board of E & R-Minutes Approval)

**RESOLUTION AUTHORIZING THE PURCHASE OF ELECTION VOTING BALLOT
MACHINES FROM ELECTION SYSTEMS & SOFTWARE THROUGH SOLE
SOURCE PURCHASE**

WHEREAS, N.C. Gen. Stat. §143-129(e)(6) authorizes a unit of local government to purchase apparatus, supplies, materials or equipment when standardization or compatibility is an overriding consideration; and

WHEREAS, the Currituck County Board of Elections has been using their current M100 tabulators for nearly 20 years, and the equipment has become obsolete making it difficult to find replacement parts. Due to these issues and natural wear and tear, the machines are jamming and the ballots are not stacking correctly when fed into the machine, frequently causing a halt to the voting process until the jams are cleared by the Chief Judge, and;

WHEREAS, the Currituck County Board of Elections tested the proposed DS200 tabulators during the 2018 One-Stop Early Voting Process. During this 18 day trial period the DS200's did not jam after receiving 955 ballots and the ballots stacked neatly in the bins, and;

WHEREAS, Election Systems & Software, is supplying the county with fifteen (15) Model DS200 Scanners with Internal Backup Battery, fifteen (15) Plastic Ballot Boxes with Steel Doors and e-Bins, fifteen (15) Paper Rolls and twenty (20) 4GB Jump Drives, equipment installation, Project Management Day Services, Equipment Operations Training Services, Election On-Site Support Services, and;

WHEREAS, the Board of Commissioners for Currituck County, North Carolina declares the following property as surplus and authorizes its use as a trade-in with \$7,500.00 trade-in allowance: Asset tags #6235-6249 for the Model 100 Scanners and Model 100 Ballot Boxes, and;

WHEREAS, the total price of the fifteen (15) Model DS200 Scanners with Internal Backup Battery, fifteen (15) Plastic Ballot Boxes with Steel Door and e-Bins, fifteen (15) Paper Rolls and twenty (20) 4GB Jump Drive, equipment installation, Project Management Day Services, Equipment Operations Training Services, Election On-Site Support Services is \$93,953.50 including the trade-in allowance of \$7,500.00 for the Model 100 Scanners and Model 100 Ballot Boxes; and

WHEREAS, the Elections System and Software voting system is the only voting system approved by the State of North Carolina for use in North Carolina counties.

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

Section 1. The County of Currituck is authorized to enter into a contract in the amount of \$93,953.50 with Election Systems & Software for the sole source purchase of a Model DS200 Scanner and associated accessories in accordance with the sole source provision requirements set forth by N.C. Gen. Stat. §143-129(e)(6). Further, the county manager is authorized to execute the agreement with Election Systems & Software for the acquisition apparatus, materials, trade-in approval and equipment acquisition described in this resolution and the proposed contract.

Section 2. This resolution shall be effective upon its adoption.

This the _____th day of June, 2018.

Bobby Hanig, Chairman
Board of Commissioners

ATTEST:

Leeann Walton
Clerk to the Board of Commissioners

(COUNTY SEAL)



EXPERIENCE
RELIABILITY
SECURITY
INNOVATION

Election Systems & Software

Please return a fully executed copy of the attached to:

Susan L. Paulson-Parmer

Paralegal II

Election Systems & Software, LLC

11128 John Galt Blvd., Suite 200

Omaha, NE 68137

OR email a scanned copy to expedite to slpaulson@essvote.com.

If you have any questions, please contact me at 402.970.1189 or via email at -
slpaulson@essvote.com.

Thank you.

Attachment: Voting Machines (Resolution for Sole Source Purchase of Voting Ballot Machines)



11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement

Customer Contact, Title: Syndi Banks - Director of Elections

Customer Name: Currituck County, North Carolina

Type of Sale: ☒ NEW

Type of Equip: ☒ NEW ☐ REFURBISHED

Customer P.O. #: _____

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: (252) 232-2525

Fax Number: (252) 232-2427

Bill To:

Currituck County, North Carolina

Syndi Banks - Director of Elections

P.O. Box 177

Currituck, NC 27929

Ship To:

Currituck County, North Carolina

Syndi Banks - Director of Elections

2811 Caratoke Hwy.

Currituck, NC 27929

Item	Description	Qty	Price	Total
1	DS200 Model DS200 Digital Image Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll, and 4GB Jump Drive	15	\$5,750.00	\$86,250.00
2	DS200 Tote Bin	15	\$225.00	\$3,375.00
3	DS200 4GB Jump Drive (Additional)	5	\$105.00	\$525.00
4	DS200 Equipment Installation	15	\$115.00	\$1,725.00
5	Services Project Management Day	1	\$1,650.00	\$1,650.00
6	Services Equipment Operations Training Day	1	\$1,650.00	\$1,650.00
7	Services Election On-Site Support Event	1	\$4,525.00	\$4,525.00
8	Trade-In Allowance Equipment Being Traded-In by Customer Includes: 15 - Model 100 Scanner 15 - Model 100 Ballot Box	1	(\$7,500.00)	(\$7,500.00)
9	Shipping Shipping & Handling	1	\$1,987.50	\$1,987.50

Freight Billable: yes ☒ no ☐

Order Subtotal \$ 94,187.50

Customer Discount (\$234.00)

Order Total \$ 93,953.50

Mac Beeson

Regional Sales Manager

V.P. of Finance

Date

4/12/2018

Customer Signature

Date

Title

Trade-In Equipment:

ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

Sales Order Agreement

Payment Terms

100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years):

One (1) Year From Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

Attachment: Voting Machines (Resolution for Sole Source Purchase of Voting Ballot Machines)

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one (1) year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any third party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. Warranty.

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. Disputes.

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

12. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable

requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state.

14. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

15. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-15 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT
SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration

services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in

its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes

beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$13,875.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$6,000.00
Total Maintenance Fees for the Initial Term:		\$19,875.00
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the fifth anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
15	Model DS200 Scanner	Year 1	\$185.00	\$2,775.00
15	Model DS200 Scanner	Year 2	\$185.00	\$2,775.00
15	Model DS200 Scanner	Year 3	\$185.00	\$2,775.00
15	Model DS200 Scanner	Year 4	\$185.00	\$2,775.00
15	Model DS200 Scanner	Year 5	\$185.00	\$2,775.00
Total Hardware Maintenance Fees for the Initial Term				\$13,875.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Currituck County, North Carolina

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.

- Use of a checklist tailored for each piece of ES&S Equipment.

5. Repair Services.

- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES FIRMWARE

Initial Term: Expiration of the Warranty Period through the fifth anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
15	Model DS200 Scanner	Year 1	\$80.00	\$1,200.00
15	Model DS200 Scanner	Year 2	\$80.00	\$1,200.00
15	Model DS200 Scanner	Year 3	\$80.00	\$1,200.00
15	Model DS200 Scanner	Year 4	\$80.00	\$1,200.00
15	Model DS200 Scanner	Year 5	\$80.00	\$1,200.00
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$6,000.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.

4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

SHAWBORO RURITAN 70TH ANNIVERSARY PROCLAMATION

WHEREAS: the Shawboro Ruritan Club in Currituck County, North Carolina was issued the 248th Charter on September 7, 1948, from Ruritan National, and;

WHEREAS: Ruritan Clubs unify the efforts of individuals, organizations and institutions in the community toward making it an ideal place in which to live, and;

WHEREAS: as a duly chartered Ruritan Club, the Shawboro Ruritan Club has continued to maintain its commitment to the Ruritan principles, and;

WHEREAS: the Shawboro Ruritan Club, one of five Ruritan Clubs in Currituck County, has 65 years of continuous Fellowship, Goodwill and Community Service for the Shawboro region of Currituck County and;

WHEREAS: through the promotion of Fellowship and Goodwill it has created a better place to live and work, and;

WHEREAS: through the promotion of Community Service its initiatives are focused on the welfare of its entire constituency thereby creating opportunities and a better way of life for all.

NOW THEREFORE BE IT RESOLVED: The Board of Commissioners of Currituck County would like to recognize the Shawboro Ruritan Club for it 70 years of Fellowship, Goodwill and Community Service to the well-being of the citizens of Currituck County.

ADOPTED this 4th day of June, 2018:

Bobby Hanig, Chairman

Clerk to the Board



APPLICATION FOR ALCOHOL BEVERAGES AT SPECIAL EVENTS ON COUNTY-OWNED PROPERTY

Please complete form & return to County Manager's Office 153 Courthouse Road, Suite 204 Currituck, NC 27929
Fax 252-232-3551 Email: leeann.walton@currituckcountync.gov

Contact Information					
Name of Applicant	Anita Waterfield				
Organization Name	Knotts Island Ruritan Club				
Address	101 Sea Breeze S.				
City, State & Zip	Knotts Island, NC 27950				
Phone	757-270-1338	Cell Number			
Email	awaterfield2003@msn.com				
Event Information					
Name of Event	Knotts Island Peach Festival				
Date of Event	June 23 thru June 24, 2018				
Assembly Area (Please check one)	<input checked="" type="checkbox"/> Knotts Island Ruritan Park		Time Period:	9am	
	<input type="checkbox"/> Historic Corolla Park		Time Period:	6pm	
	<input type="checkbox"/> Soundside Park				
	<input type="checkbox"/> Currituck County Rural Center (CCRC)				
Approximate # of persons	4500	ABC Permit From NC State Liquor Board	YES X		NO
Attachments:					
<input type="checkbox"/> Types of alcoholic beverages to be served (i.e. beer, malt beverages, wine, liquor, etc.) <input type="checkbox"/> Copy of ABC Permit <input type="checkbox"/> Copy of Insurance Certificate showing the County as additional named secured <input type="checkbox"/> Drawing or map of reserved area where the alcohol will be served <input type="checkbox"/> Description of proposed special event and reasons for its occurrence					
Policy:					
<ul style="list-style-type: none"> Alcohol may be sold and/or served providing all local, state and federal alcohol laws and policies are adhered to, and any permits conspicuously posted; The non-profit organization shall secure all proper North Carolina ABC permits for each event; An area shall be designated and clearly marked where the possession and consumption of alcohol may occur during the event. The non-profit organization shall post a responsible person at each point of ingress/egress to the designated area to ensure that persons do not leave the designated area with an alcoholic beverage; Provide food during the event consisting of heavy hors d'oeuvres or a small meal; The nonprofit organization shall verify the age of persons to whom alcoholic beverages are disbursed and provide patrons wristbands or another 					

Attachment: 2018 KI Peach Fest-Event App (KI Peach Festival-Event Application)

designating item to identify that they are of legal drinking age. The non-profit organization shall not serve alcohol to patrons that are intoxicated;

- Provide for clean-up of all debris/litter following the special event;
- Provide on-site signage for special event stating alcoholic beverages are prohibited beyond the approved permitted area and that underage drinking is prohibited;
- Furnish liability insurance in the amount of at least one million dollars with the County shown as the additional named insured;
- Non-alcoholic beverages must be available during the event;
- Patrons of the event may not bring alcoholic beverages into the event;
- Beverages may not be served in glass containers;
- The non-profit organization is responsible for the purchase and transportation of all alcoholic beverages;
- All event workers shall be provided with highly visible identification such as a button, badge, apron, uniform or other form of identification;
- A law enforcement officer must be retained by the non-profit organization and at the event from opening to closing of the event; and
- The non-profit organization shall comply with all county ordinances, rules and regulations.

If the event will be held at Historic Corolla Park the following additional rules will apply:

- The event planner must make application through the Travel and Tourism Department providing the same information as required for a non-profit organization special event permit;
- The event must be approved by the Travel and Tourism Director and a specific area of the grounds reserved for the private event;
- The event must take place and alcohol may be consumed only in the reserved area on the grounds;
- The private event must be catered and the event planner or caterer shall be responsible for any required North Carolina ABC permits;
- The event planner shall provide for cleanup of all debris/litter following the event;
- The event planner must furnish liability insurance in the amount of at least one million dollars with the County shown as the additional named insured;
- A law enforcement officer must be retained by the event planner and at the event from opening to closing of the event; and
- The event shall comply with all other Currituck County ordinances, rules and regulations.

Signature of Applicant:		<i>Anta Sue Waters</i>		Date:	5/12/2018
OFFICE USE ONLY					
Date:	Approved:	Denied:	Chairman of Board of Commissioners:		



CERTIFICATE OF LIABILITY INSURANCE

7.B.7.a

DATE (MM/DD/YYYY)

05/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chesterfield Insurers, Inc. 3535 Ironbridge Rd. P. O. Box 34220 Richmond VA 23234		CONTACT NAME: Stephanie Evans PHONE (A/C, No, Ext): (804) 271-9426 FAX (A/C, No): (804) 271-9108 E-MAIL ADDRESS: stephanie@chesterfieldinsurers.com	
INSURED Knotts Island Ruritan Club P. O. Box 238 Knotts Island NC 27950-0000		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1851512444 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BKS1858299393	10/20/2017	10/20/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Currituck County is Additional Insured with respects to the General Liability coverage.
RE: Peach Festival June 23-24th 2018 at 126 Brumley Rd, Knotts Island, NC 27950.

CERTIFICATE HOLDER Currituck County 153 Courthouse Rd Currituck NC 27929	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Stephanie Evans
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Currituck County

We are planning the 28th annual Peach Festival this year on June 22-24 2018. We would like to sell Beer, Wine, Daiquiris, and Malt Beverages (Wine Coolers). We have spoken Deputy Neal Nosay he is asking for approved thru the sheriff office for this event. We have use Deputy Nosay for the past 3 years and we have not had any issues from the public.

This is the Ruritan's Clubs only major fund raiser of the year sales of alcohol will be used to support projects in the Island community like the School, Both Churches, Sports Teams, Boy and Girl Scouts, Food Bank, The Toy Drive for children in need, people in need. Last year The Knotts Island Ruritan Club contributed back in the local community in the amount of \$25,405 where all the funds were raised from the Peach Festival.

Thank you for your support,
Anita Waterfield



Attachment: KI Peach Festival Location Map-2018 (KI Peach Festival-Event Application)

**RESOLUTION OF THE CURRITUCK COUNTY BOARD OF
COMMISSIONERS OPPOSING NORTH CAROLINA GENERAL ASSEMBLY
PROPOSAL TO ELIMINATE A DISTRICT COURT JUDGE POSITION IN
THE FIRST JUDICIAL DISTRICT**

WHEREAS, there is pending in the North Carolina General Assembly House Bill 717, with Options B and Option C, that if enacted would eliminate one of five district court judge positions in the First Judicial District; and

WHEREAS, the First Judicial District is a geographically sprawling district comprised of seven Northeastern North Carolina counties that are not easily reached due to separation by the Albemarle Sound; and

WHEREAS, twenty years ago, with support and justification established by the First Judicial District judiciary, attorneys, law enforcement and others that regularly have matters before the district court, the number of district judge positions was increased from four to five to respond to an ever increasing caseload and delayed resolution of cases; and

WHEREAS, the demand on the district court continues to increase particularly in Currituck County which is one of the fastest growing counties in the State of North Carolina; and

WHEREAS, the North Carolina General Assembly has also added to the burden of counties and the district court by requiring faster disposition of juvenile custody and placement matters, that are in the exclusive jurisdiction of the district court, with financial consequences to the counties for failure to meet deadlines established by the state; and

WHEREAS, the reduction in days that the district court is operational in the First Judicial District will delay justice for numerous parties seeking resolution to their legal issues and lend truth to the adage that “justice delayed is justice denied”.

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

Section 1. Currituck County opposes House Bill 717 with Options B and C, or any other legislation, which eliminates a district court judge position in the First Judicial District.

Section 2. The Clerk to the Board of Commissioners is directed to forward a copy of this resolution to the county’s legislative delegations, Speaker of the House Tim Moore and President Pro Tempore of the Senate Phil Berger.

Section 3. This resolution is effective upon adoption.

ADOPTED this the 4th day of June, 2018.

Bobby Hanig, Chairman
Currituck County Board of Commissioners

ATTEST:

Leeann Walton,
Clerk to the Board of Commissioners

(COUNTY SEAL)