

**REGULAR SESSION OF THE PAMLICO COUNTY BOARD OF  
COMMISSIONERS  
MONDAY JUNE 7, 2010**

The Pamlico County Board of Commissioners met in regular session on Monday June 7, 2010 at 7:00 p.m. in the Patsy H. Sadler's Room of the Pamlico County Courthouse. All Commissioners were present as were Attorney Kyle Dickerson, County Manager Tim Buck, and Deputy Clerk to the Board Anita G. Owens.

Chairman Paul Delamar called the meeting to order.

Reverend Grady Potter gave the invocation and Chairman Paul Delamar led the Assemblage in the Pledge of Allegiance.

On a motion made by Commissioner Ann Holton and seconded by Commissioner Kenny Heath the following resolution was unanimously approved.

**BE IT RESOLVED, the May 17, 2010 regular session minutes as amended and May 25, 2010 budget session minutes are hereby approved and the Chairman's signature is authorized thereon.**

There were no additions and/or deletions to the agenda.

County Manager Tim Buck presented a PowerPoint presentation of the proposed FY 2010-11 budget which totals \$16.14 million.

Chairman Paul Delamar recessed the Board of Commissioners and called the Board of Equalization and Review to order.

Chairman Paul Delamar introduced Ms. Kathy Tyndall, Tax Administrator to give information on the two (2) appeals.

1. Mr. James T. Lee was not in attendance. Ms. Tyndall informed Board Members that he had requested reclassification of parcel I092-36-4 due to the property being .23 acres in size and located on the Neuse River. The required set back of 75 feet from two (2) sides of the lot renders the remaining area too small for a septic system. Requested value is reduced from \$76,000 to \$22,800.

On a motion made by Commissioner Christine Mele and seconded by Commissioner Kenny Heath, the following resolution was unanimously approved.

**BE IT RESOLVED, the value of the property of Mr. James T. Lee property I092-36-4 is hereby reduced from \$76,000 to \$22,800 due to the property not being large enough for a septic system which renders the property not buildable.**

2. Mr. Joseph V. Ballance Etals was not in attendance. Ms. Tyndall informed Board Members that he requested reclassification of parcel M011-81-2 due to a Septic Denial issued by the Pamlico County Health Department. Requested value is reduced from \$31,288 to \$9,386.

On a motion made by Commissioner Kenny Heath and seconded by Commissioner Ann Holton, the following resolution was unanimously approved.

**BE IT RESOLVED, the value of the property of Mr. Joseph V. Ballance Etals property M011-81-2 is hereby reduced from \$31,288 to \$9,386 due to a Septic Denial issued by the Pamlico County Health Department.**

The Board of Equalization and Review recessed until Monday June 21, 2010.

Chairman Paul Delamar called the Board of Commissioners back into session.

Chairman Paul Delamar recognized Economic Developer Ms. Jayne Robb who requested that the Board Members allow the public to respond to the draft approval of the Hazard Mitigation Plan Update. Ms. Robb introduced Trey Smith from the NC Department of Commerce and he provided a brief overview of the plan. There were no members of the public to speak. Paul Delamar recessed the public hearing until June 21, 2010 in order for Board Members to have the opportunity to review the plan.

Economic Developer Ms. Jayne Robb introduced the summer intern for the Bayboro STEP program, Ms. Suzanne Julian from the UNC Public Administration program.

There were no members of the public to speak during Public Comment Period.

The Board then turned their attention to the consent agenda. On a motion made by Commissioner Christine Mele and seconded by Commissioner Jimmy Spain, the following resolutions were unanimously approved.

**BE IT RESOLVED, the two fee schedules from Health Director, Davin Madden are hereby approved for inclusion in the proposed FY 2010-11 budget.**

**BE IT RESOLVED, the request from Mr. Tim Buck, County Manager for approval of a pay increase of 2%, from \$33,603 to \$34,275, for Ray Bennett as a result of Mr. Bennett completing his Level II Electrical certification is hereby approved. The increased salary was budgeted in the FY 2010-11 budget in anticipation of approval.**

**BE IT RESOLVED, the Tax Collector's Report for the month of April is hereby approved.**

**BE IT RESOLVED, the resolution to adopt the Interlocal Agreement for Group Self-Insurance Fund and to join the NCACC Risk Management Pool is hereby approved and attached herein.**



**INTERLOCAL AGREEMENT  
FOR A GROUP SELF-INSURANCE FUND  
FOR RISK SHARING OR GROUP PURCHASE OF COVERAGE**

This Agreement is made and entered into by and between all the parties who join together to become Members of the North Carolina Association of County Commissioners Risk Management Agency (hereinafter referred to as the "Risk Pool"). The Risk Pool acts by and through its Board of Trustees as provided herein and as provided within the Bylaws of the Risk Pool. The Risk Pool encompasses the North Carolina Association of County Commissioners Joint Risk Management Agency Workers' Compensation Fund (hereinafter referred to as the "Workers' Compensation Pool"); the North Carolina Association of County Commissioners North Carolina Counties Liability And Property Joint Risk Management Agency (hereinafter referred to as the "Liability and Property Pool"); and the North Carolina Association of County Commissioners Health Insurance Trust (hereinafter referred to as the "Group Benefits Pool"; all three are referred to collectively as "Pools").

**ARTICLE I. PURPOSE**

1. To carry out the desire of certain counties and governmental entities of the State of North Carolina to create and become the Risk Pool, and to enable these counties to pool the retention of their risks, liabilities or payments, or for the group purchase of coverage, pursuant to the provisions of North Carolina General Statutes 153A-92(d), 153A-445(a)(1) and 160A-460 through 160A-466.
2. To be governed and directed through the efforts of the Risk Pool Board of Trustees, as described in the Bylaws of the Risk Pool, which are incorporated by reference into this Agreement.
3. To provide for the discharge, from the assets of the Risk Pool, from funds collected from Members, and through excess or other insurance purchased by the Risk Pool, in accordance with the terms and scope of the contracts of coverage and as determined by the participation of the individual Members of the Risk Pool, of any:  
a) insurance premiums; b) covered property losses incurred; c) lawful liability claims against any member of the Liability and Property Pool in which awards have been sustained by final judgment or by the rules of the Risk Pool if settlement is

made; d) claims for health benefits covered by the plan for members of the Group Benefits Pool and e) lawful workers' compensation claims against members of the Workers' Compensation Pool, when awards have been sustained by final judgment or by the rules of the Risk Pool if settlement is made.

4. To provide for payment by Members of the Risk Pool of contributions based upon appropriate classifications, rates, experience modifications, or other methodologies, out of a portion of which the Risk Pool will establish and maintain a fund for the payment of covered claims, losses and the administrative costs of operating the Risk Pool.

## **ARTICLE II. EFFECTIVE DATE, DURATION AND MEMBERSHIP**

Any qualifying county or governmental unit that formally applies for membership in the Risk Pool will be admitted and become a Member. This Agreement is effective as of the date the Resolution adopting this Agreement is executed, and the membership application and fully executed Resolution are incorporated by reference into this Agreement. This Agreement replaces all prior Interlocal Agreements and Participation Agreements, is effective from year to year, and shall remain in force unless terminated in writing by the Risk Pool, the Member, or the Board of Trustees as specified herein.

Risk Pool Members may join the Workers' Compensation Pool, Liability and Property Pool and the Group Benefits Pool, or may elect to only join one or two of these offered Pools. Members shall designate the membership election on the Resolution and provide a new, fully executed Resolution if individual Pool membership changes.

Under the plans offered by the Risk Pool, a Member's coverage will be automatically renewed on the termination date of the coverage regardless of whether payment for the subsequent coverage period has been received by the Risk Pool. The continuation of coverage will be pursuant to the same terms and conditions as the expiring coverage and as set forth in this Agreement. Each renewal shall be subject to a recalculation of contributions by the Risk Pool.

## **ARTICLE III. TERMS AND CONDITIONS**

1. The coverage terms, deductibles, conditions, limits of liability, exclusions, exceptions, agreements, requirements for cooperation of Members, subrogation and other terms of membership shall be governed primarily by the Coverage Documents and secondarily by the Member Guide distributed to the Members.
2. Accurate information is necessary to determine the Group Benefits contribution, including the number of employees, dependents to be covered and the claims experience of the individuals subject to coverage. The Member must provide accurate information as requested within thirty (30) days of the date of the request. If accurate information has not been provided, the Risk Pool has the discretion to adjust the contribution amount accordingly.
3. A Member may be eligible for a multi-pool discount if the Member is a member of two (2) or more Pools. Any Member that has outstanding contributions due to the Risk Pool from the most recent fully completed fiscal year will have their multi-pool discount adjusted by the amount of those outstanding contributions.

4. Changes in funding types, rates and plan specifications will occur only on the Member's renewal date and will remain in effect for the coverage period. However, the Risk Pool reserves the right to make adjustments to the Member's contribution and/or the plan specifications if a material, substantive amendment or modification to the Group Benefits coverage is instituted. It is the responsibility of the Risk Pool to provide notice to the Member sixty (60) days prior to any such contribution change, amendment or modification.
5. Contributions are due on or before the 1st day of each month. If a Member fails to remit the required contribution, the Risk Pool may suspend the payment of the Member's claims in accordance with the Payment Policy adopted by the Board of Trustees. In the event of termination of this Agreement, the Member remains responsible for any contributions payable up to and including the date of termination.
6. All claims for employees and authorized individuals are required to be timely reported to the Claims Administrator. Failure to do so may result in the claim not being reimbursed. Group Benefits claims submitted later than twelve (12) months following the date of termination shall not be paid.
7. The Member shall cooperate with the Risk Pool concerning settlement efforts, litigation or anticipated litigation of any claim. If a claim is made, a lawsuit is filed or court notices are received by a Member or its representative that may fall within the scope of Risk Pool coverage, the Member shall immediately forward to the Risk Pool every document received. Pursuant to the Risk Pool's request and payment by the Risk Pool of reasonable expenses, the Member shall attend hearings, trials and other proceedings if requested and will assist in effecting settlements, in securing and providing evidence, in attaining the attendance of witnesses and in fully cooperating with the Risk Pool and its designee with regard to the defense of the claim.
8. No Member shall make voluntary and direct payment of a claim or a claims-related expense without the prior approval of the Board of Trustees or its designee. Any Member making a voluntary payment or entering into an agreement to pay without approval will be responsible for the claim and any expenses paid or committed, including the cost of a legal defense.
9. The Risk Pool may use and disclose the Personal Health Information of individuals subject to this coverage only in compliance with the HIPAA Privacy Rule and other applicable provisions.
10. This Agreement and coverage with Pool(s) may be canceled by the Risk Pool on the renewal date after providing written notice by certified mail, return receipt requested, to the Member at least sixty (60) days prior to the renewal date. The Risk Pool may also cancel this Agreement and/or the coverage provided at any time pursuant to the following: (a) after giving ten (10) days written notice to the Member in accordance with the terms of the Payment Policy adopted by the Board of Trustees; (b) if the Member reorganizes or dissolves; or (c) if the Member fails to initiate and administer any reasonable loss prevention recommendation submitted by the Risk Pool to the Member.

11. The Member may cancel this Agreement or membership in an individual Pool without penalty on the renewal date of coverage if it provides written, advance notice to the Risk Pool at least sixty (60) days prior to the coverage renewal date. If notice of termination to the Risk Pool is provided less than sixty (60) days before the Member's renewal date, but prior to the renewal effective date, ten percent (10%) of the annual estimated renewal contribution must be paid by the Member. If notice to the Risk Pool is provided after the renewal date, the total annual estimated renewal contribution must be paid by the Member. The Member may file an Appeal with the Board of Trustees, pursuant to Paragraph 12 of this Article, requesting that this Agreement be terminated as to Group Benefits Pool membership at a time other than the renewal date when a substantive amendment or modification to the Group Benefits coverage is instituted.
12. The Member shall have the right to file an Appeal concerning any action taken or decision made by the Risk Pool in accordance with the Appeals Procedures adopted by the Risk Pool, by requesting review by the Risk Pool's Board of Trustees, whose decision will be final. Any Appeal shall be submitted in writing to the Director of Risk Management Services within thirty (30) days of the challenged decision or action.
13. In the interest of providing effective governance, the Member, or at least one of its budgetary contributors, must be a member of the North Carolina Association of County Commissioners (hereinafter "Association").
14. The Association is designated as the Administrator of the Risk Pool unless otherwise designated by the Board of Trustees. As detailed further in the Service Agreement between the Risk Pool and Association, the Administrator supervises all other service contractor(s), deposits all contributions as collected to the bank account(s) designated by the Board of Trustees, and disburses monies as provided by the policies, rules, regulations and Bylaws of the Board of Trustees, and in compliance with the Service Agreement(s) executed with the service contractor(s).
15. In its discretion, the Board of Trustees shall determine and may modify the timing of payments made by Members and the amount of Member contributions to maintain the soundness and financial security of the Risk Pool.
16. A certified public accounting firm shall audit the Risk Pool annually and report to the Board of Trustees as detailed in the Bylaws. The Risk Pool retains the right to audit and review a Member's financial and business records relevant to the subject matter of this Agreement or any dispute regarding this Agreement.
17. Notice: Any written notice to the Risk Pool shall be made by first class mail, postage prepaid, and delivered to the Director of Risk Management Services, North Carolina Association of County Commissioners, 215 N. Dawson Street, Raleigh, NC 27603.

#### **ARTICLE IV. AMENDMENTS**

The Board of Trustees is authorized to make any changes or amendments to this Agreement that would not fundamentally alter the substance of the contemplated

Agreement. This Agreement may be substantively amended after adoption of this Agreement by the Members by either 1) approval of the specific amendment by the Board of Trustees and approval in writing by a simple majority of the Members, or 2) approval of the Board of Trustees of a revised Agreement and subsequent presentation to Members for execution of a new Resolution during the renewal period.

#### **ARTICLE V. SEVERABILITY AND CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of North Carolina. The Members and the Risk Pool agree that in the event there is a disagreement between them regarding this Agreement, or its terms, any legal action shall be filed in the General Court of Justice, Superior Court Division, Wake County, North Carolina. The Members and the Risk Pool agree that the terms of this Agreement are contractual and not a mere recital, and that its provisions are severable in nature such that if any particular provision is stricken by a Court of competent jurisdiction, no other provision will be affected.

IN WITNESS WHEREOF, the undersigned signify their acceptance of this Agreement by executing this Resolution by action of the Board of Commissioners or other Governing Board:

#### **RESOLUTION TO ADOPT THE INTERLOCAL AGREEMENT AND TO JOIN THE NCACC RISK MANAGEMENT POOL**

WHEREAS, **Pamlico County** desires to pool the retention of their risks, liabilities and/or payments, or for the group purchase of coverage, and has completed a Pre-Audit Certification in compliance with N.C.G.S. § 159-28; and

WHEREAS, the North Carolina Counties Risk Management Agency d.b.a. NCACC Risk Management Pools (hereafter called the "Risk Pool"), has been established pursuant to G.S. §153A-445 (a)(1) and G.S. §160-A-460 through §160A-464; and

WHEREAS, it is desirable for **Pamlico County** to join the Risk Pool to obtain the opportunity for risk sharing and/or group purchase of coverage;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners or Governing Board of **Pamlico County** hereby adopts the foregoing Interlocal Agreement and hereby joins and agrees to participate in the Risk Pool as indicated:

- North Carolina Counties Liability and Property Joint Risk Management Agency d.b.a. NCACC Liability and Property Pool
- North Carolina Workers' Compensation Joint Risk Management Agency d.b.a. NCACC Workers' Compensation Pool
- Health Insurance Trust d/b/a NCACC Group Benefits Pool

BE IT FURTHER RESOLVED that \_\_\_\_\_  
(authorized county official) is duly authorized to execute the application to join the Risk Pool and hereby executes the Agreement on behalf of **Pamlico County**.

Witnessed wherefore, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest: \_\_\_\_\_

NORTH CAROLINA  
\_\_\_\_\_ COUNTY

Personally appearing before me this . day of \_\_\_\_\_, 20\_\_,  
\_\_\_\_\_, who, being first duly sworn, acknowledged the  
execution of the foregoing Agreement for the purposes and considerations therein and  
herein expressed.

My Commission expires: \_\_\_\_\_  
Notary Public

**Pre-Audit Certification Pursuant to N.C.G.S. § 159-28**

This foregoing Agreement has hereby been pre-audited in the manner required by the  
Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer or Deputy Finance Officer

NORTH CAROLINA  
\_\_\_\_\_ COUNTY

Personally appearing before me this . day of \_\_\_\_\_, 20\_\_, the Finance  
Officer or Deputy Finance Officer, \_\_\_\_\_, who, being first  
duly sworn, acknowledged the execution of the foregoing Agreement for the purposes  
and considerations therein and herein expressed.

My Commission expires: \_\_\_\_\_  
Notary Public

**BE IT RESOLVED, the following Budget Revisions were hereby  
approved.**

The original budget is being revised with this Budget Revision. A Budget Amendment will revise the total dollar amount, either increase or decrease, of the original Budget Ordinance. A Line Item Transfer will revise the dollar amounts allocated between different programs in a department with more than one budget code or different line items within a single department code but will not increase or decrease the Budget Ordinance.

(R)= REVENUES (E)=EXPENDITURES FISCAL YEAR 2009-2010

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
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104933	529000	DEPARTMENTAL SUPPLIES	123.94	
104933	531000	TRAVEL		56.54
104933	537000	ADS		67.40
104932	519000	PROFESSIONAL SERVICES		555.00
104932	512600	P/T SALARIES	499.00	
104932	518100	FICA	34.00	
104932	518101	MEDICARE	8.00	
104932	518600	WORKMENS COMP	9.00	
104932	526000	OFFICE SUPPLIES	13.00	
104932	529000	DEPARTMENTAL SUPPLIES		13.00
104942	537000	ADS		300.00
104942	533000	ELECTRICAL	300.00	
104945	512600	P/T SALARIES		45.00
104945	532000	TELEPHONE	45.00	

Reason for Budget Revision: TO MOVE FUNDS TO BALANCE BUDGETS

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**(R)= REVENUES (E)=EXPENDITURES FISCAL YEAR 2009-2010**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	
		INCREASED	DECREASED
105310	512100		3,000.00
105310	512600	3,000.00	
105310	526000	1,000.00	
105310	532001		1,000.00
105310	533000	2,500.00	
105310	535600		2,500.00
105370	519000		1,000.00
105372	553200		5,500.00
105372	553300		1,000.00
105372	553600		5,500.00
105382	500000	8,000.00	
105441	500000	5,000.00	

Reason for Budget Revision: LINE ITEM TRANSFERS TO BETTER REFLECT ACTUAL SPENDING

The original budget is being revised with this Budget Revision. A Budget Amendment will revise the total dollar amount, either increase or decrease, of the original Budget Ordinance. A Line Item Transfer will revise the dollar amounts allocated between different programs in a department with more than one budget code or different line items within a single department code but will not increase or decrease the Budget Ordinance.

**(R)= REVENUES (E)=EXPENDITURES FISCAL YEAR 2009-2010**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	
		INCREASED	DECREASED
105000	535100	1,450.00	
105000	555000		1,450.00

Reason for Budget Revision: TO REPAIR COURTHOUSE PARKING LOT FOR STORM DRAINAGE

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**(R)= REVENUES (E)=EXPENDITURES FISCAL YEAR 2009-2010**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	
		INCREASED	DECREASED
106120	549901	462.00	
106120	519900		462.00

**Reason for Budget Revision:** LINE ITEM TRANSFERS TO BETTER REFLECT ACTUAL SPENDING

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**(R)= REVENUES (E)=EXPENDITURES FISCAL YEAR 2009-2010**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
100000 439904	OPERATING TRANSFER		109,668.00
350000 439900	FUND BALANCE APP	109,668.00	

**Reason for Budget Revision:** ADJUST FUND BALANCE FOR PRIOR YEARS

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**(R)= REVENUES (E)=EXPENDITURES FISCAL YEAR 2009-2010**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
104310 535200	M & R- EQUIPMENT		2,800.00
104310 535300	M & R- AUTO	2,800.00	

**Reason for Budget Revision:** LINE ITEM TRANSFERS TO BETTER REFLECT ACTUAL SPENDING

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**(R)= REVENUES (E)=EXPENDITURES FISCAL YEAR 2009-2010**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
105110 517000	PER DIEM		838.23
105110 525100	AUTO SUPPLIES	838.23	

**Reason for Budget Revision:** TO REIMBURSE BOARD OF HEALTH MEMBERS FOR MILEAGE

The original budget is being revised with this Budget Revision. A Budget Amendment will revise the total dollar amount, either increase or decrease, of the original Budget Ordinance. A Line Item Transfer will revise the dollar amounts allocated between different programs in a department with more than one budget code or different line items within a single department code but will not increase or decrease the Budget Ordinance.

**(R)= REVENUES (E)=EXPENDITURES FISCAL YEAR 2009-2010**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
104140 512100	WAGES & SALARIES		7,815.50
104140 519900	CONTRACTED SERVICES	7,815.50	

**Reason for Budget Revision:** TO TRANSFER FUNDS TO PURCHASE CONSTRUCTION PERMITS

The original budget is being revised with this Budget Revision. A Budget Amendment will revise the total dollar amount, either increase or decrease, of the original Budget Ordinance. A Line Item Transfer will revise the dollar amounts allocated between different programs in a department with more than one budget code or different line items within a single department code but will not increase or decrease the Budget Ordinance.

**(R)= REVENUES (E)=EXPENDITURES FISCAL YEAR 2009-2010**

ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT (+)	AMOUNT (-)
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NUMBER			INCREASED	DECREASED
104350	535200	M & R- EQUIPMENT		600.00
104350	535300	M & R-AUTO	600.00	

*Reason for Budget Revision:* LINE ITEM TRANSFERS TO BETTER REFLECT ACTUAL SPENDING

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**(R)= REVENUES (E)=EXPENDITURES FISCAL YEAR 2009-2010**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
100300 435116	PATIENT REIMBURSEMENT	2,160.00	
105110 523900	MEDICAL SUPPLIES & MATERIALS	2,160.00	

*Reason for Budget Revision:* TO RECOGNIZE STATE MONIES RECEIVED TO HELP PURCHASE RABIES SHOTS

The original budget is being revised with this Budget Revision. A Budget Amendment will revise the total dollar amount, either increase or decrease, of the original Budget Ordinance. A Line Item Transfer will revise the dollar amounts allocated between different programs in a department with more than one budget code or different line items within a single department code but will not increase or decrease the Budget Ordinance.

**(R)= REVENUES (E)=EXPENDITURES FISCAL YEAR 2009-2010**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
100300 435116	PATIENT REIMBURSEMENT	15,000.00	
105110 519900	CONTRACTED SERVICES	3,960.00	
105129 555000	CAPITAL OUTLAY	3,000.00	
105164 555000	CAPITAL OUTLAY	3,000.00	
105110 538100	PROGRAMMING	3,280.00	
105110 535200	M & R- EQUIPMENT	1,760.00	

*Reason for Budget Revision:* TO CONTRACT & TRAIN A MCC/CSC COORDINATOR

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**(R)= REVENUES (E)=EXPENDITURES FISCAL YEAR 2009-2010**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
100600 438356	RESTRICTED DONATIONS	250.00	
106120 529000	DEPARTMENTAL SUPPLIES	250.00	

*Reason for Budget Revision:* TO RECOGNIZE MONEY RECEIVED FROM PCS TO SPONSOR T-BALL TEAM

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**(R)= REVENUES (E)=EXPENDITURES FISCAL YEAR 2009-2010**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT (-) DECREASED
104110 519002	GOV. BODY PROF. LEGAL SERVICES		1,433.70
104170 519000	PROFESSIONAL SERVICES	1,433.70	

Reason for Budget Revision: TO COVER LEGAL EXPENSES

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<b>(R)= REVENUES (E)=EXPENDITURES</b>		<b>FISCAL YEAR 2009-2010</b>	
<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>AMOUNT (+) INCREASED</b>	<b>AMOUNT (-) DECREASED</b>
104170 534000	PRINTING		1,100.00
104170 517000	PER DIEM	1,100.00	
104170 519900	CONTRACTED SERVICES		350.00
104170 535200	M & R- EQUIPMENT		575.00
104170 537000	ADS		100.00
104170 549100	DUES & SUBSCRIPTIONS		70.00
104170 532000	TELEPHONE		600.00
104170 529005	SAFETY		100.00
104170 531000	TRAVEL		100.00
104170 534000	PRINTING		350.00
104170 512600	P/T SALARIES	2,245.00	

Reason for Budget Revision: TO COVER EXPENSES RELATING TO THE JUNE 2010 2<sup>ND</sup> PRIMARY

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<b>(R)= REVENUES (E)=EXPENDITURES</b>		<b>FISCAL YEAR 2009-2010</b>	
<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>AMOUNT (+) INCREASED</b>	<b>AMOUNT (-) DECREASED</b>
106120 531000	TRAVEL		170.05
106120 529000	DEPARTMENTAL SUPPLIES	392.45	
106120 537000	ADS		122.40
106120 549100	DUES & SUBSCRIPTIONS		100.00

Reason for Budget Revision: LINE ITEM TRANSFERS TO BETTER REFLECT ACTUAL SPENDING

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<b>(R)= REVENUES (E)=EXPENDITURES</b>		<b>FISCAL YEAR 2009-2010</b>	
<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>AMOUNT (+) INCREASED</b>	<b>AMOUNT (-) DECREASED</b>
105110 519900	CONTRACTED SERVICES		1,000.00
105110 549100	DUES & SUBSCRIPTIONS	1,000.00	

Reason for Budget Revision: INCREASE DUES PAID TO HEALTH DIRECTORS ASSOC FOR LEGAL ASSISTANCE IN MEDICARE REIMBURSEMENT

The original budget is being revised with this Budget Revision. A Budget Amendment will revise the total dollar amount, either increase or decrease, of the original Budget Ordinance. A Line Item Transfer will revise the dollar amounts allocated between different programs in a department with more than one budget code or different line items within a single department code but will not increase or decrease the Budget Ordinance.

<b>(R)= REVENUES (E)=EXPENDITURES</b>		<b>FISCAL YEAR 2009-2010</b>	
<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>AMOUNT (+) INCREASED</b>	<b>AMOUNT (-) DECREASED</b>
100400 436123 HBB	FEES Summer Basketball	1,140.00	
106120 529000 HBB	Departmental Supplies	1,140.00	

The Board then turned their attention to the Correspondence Agenda.

On a motion made by Commissioner Ann Holton and seconded by Commissioner Roy Brinson, the following resolution was unanimously approved.

**BE IT RESOLVED, the request from Mr. Tim Buck, County Manager, for approval to appoint Everlene (Evie) Henderson to fill the vacancy of Mr. Charles Hardison's seat on the Pamlico Community College Board of Trustees is hereby approved.**

On a motion made by Commissioner Kenny Heath and seconded by Commissioner Christine Mele, the following resolution was unanimously approved.

**BE IT RESOLVED, the request from Ms. Kathy Tyndall, Tax Administrator to contract with Assessment Solutions, Inc. for appraisal of real property for the 2012 Revaluation at a contracted price of \$324,900 is hereby approved.**

On a motion made by Commissioner Kenny Heath and seconded by Commissioner Christine Mele, the Board by practice **tabled** the request for an appointment to replace Mr. Daniel Lynch on the Board of Eastern Carolina Regional Housing Authority (ECRHA).

On a motion made by Commissioner Christine Mele and seconded by Commissioner Ann Holton, the following resolution was unanimously approved.

**BE IT RESOLVED, the model resolution in support of MCAS Cherry Point, Fleet Readiness Center East, and the Stationing of the F-35B Joint Strike Fighter is hereby approved with changes and attached herein and the Board pledges to assist.**

**RESOLUTION IN SUPPORT OF MCAS CHERRY POINT,  
FLEET READINESS CENTER EAST, AND  
THE STATIONING OF THE F-35B JOINT STRIKE FIGHTER**

WHEREAS, MCAS Cherry Point and the Navy Fleet Readiness Center East ("FRC East") directly impacts North Carolina's economy by contributing at least \$2,179,000,000 annually to the regional economy; and

WHEREAS, MCAS Cherry Point and the FRC East jointly employ approximately 10,000 active duty military personnel and 5,000 civilian personnel; and

WHEREAS, approximately 10,000 military and civilian personnel have retired to the four counties surrounding MCAS Cherry Point; and

WHEREAS, these active duty, retired personnel, and civilian employees support approximately 30,000 family members; and

WHEREAS, the U.S. Marine Corps published in May 2010 a Draft Environmental Impact Statement for the deployment of 13 squadrons of F-35B Joint Strike Fighters to be home based at a combination of MCAS Cherry Point, North Carolina or MCAS Beaufort, South Carolina; and

WHEREAS, the F-35B is the Marine Corps version of our Nation's future jet fighter fleet and is designed with short takeoff/vertical landing (or STOVL) capability and can achieve a speed of 1,200 miles per hour; and

WHEREAS, the F-35B will replace the AV-8B Harrier and EA-6B Prowler squadrons presently stationed at MCAS Cherry Point; and

WHEREAS, the Marine Corps has requested comments from the local community by no later than July 12, 2010, concerning issues that should be addressed in the final EIS; and

WHEREAS, the Marine Corps is considering four alternative basing scenarios that divide the squadrons in a variety of ways between MCAS Cherry Point and MCAS Beaufort wherein the Marine Corps' draft preferred alternative places three operation squadrons and two training squadrons at MCAS Beaufort and eight operational squadrons at MCAS Cherry Point; and,

WHEREAS, it is critically important for the Marine Corps to be informed about the extent of community support for MCAS Cherry Point as the principal home base location for the F-35B; and,

WHEREAS, the economic and environmental conditions at MCAS Cherry Point are superior to those at MCAS Beaufort.

**THEREFORE, BE IT RESOLVED that County of Pamlico endorses MCAS Cherry Point as the principal home base location for the F-35B JSFs and urges the Marine Corps to give full consideration to the unwavering, long-term support of County of Pamlico and larger community to MCAS Cherry Point and the U.S. Marine Corps.**

**BE IT FURTHER RESOLVED that County of Pamlico urges the Marine Corps reject Alternative 1 and change its preferred alternative to Alternative 2 wherein MCAS Cherry Point will receive eleven F-35B operational squadrons.**

**BE IT FURTHER RESOLVED that County of Pamlico pledges to assist the U.S. Navy and Marine Corps in planning for and providing the necessary community infrastructure, facilities and services in support of the deployment of F-35B squadrons at MCAS Cherry Point.**

s/s Paul J. Delamar  
Chairman

s/s Anita G. Owens  
Deputy Clerk to the Board

There being no further business on a motion made by Commissioner Carl Ollison and seconded by Commissioner Jimmy Spain, the Board adjourned until Monday June 21, 2010.

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Chairman

\_\_\_\_\_  
Deputy Clerk to the Board