# Currituck County
# Board of Commissioners Agenda
**Historic Currituck County Courthouse**

**Date: Monday, April 05, 2010** **Time: 7:00 PM**

**Work Sessions**

6:00 p.m. Consideration of Community Center floor plan

**Regular Agenda**

7:00 p.m. Invocation
Pledge of Allegiance

Item 1 Approval of Agenda

Item 2 Public Comment
***Please limit comments to items not appearing on the regular agenda, please limit comments to 3 minutes.***

Item 3 **Presentation on Fair Housing Month** and adoption of Proclamation

Item 4 **Wayne Harris & Dave Whitmer** , to discuss a program with the Northeastern Workforce Development to help students prepare for careers

Item 5 **Public Hearing and Action:** PB 10-05 Corolla Jeep Rentals & Tours: Request for a special use permit for an outdoor tour operator located at 1070 Ocean Trail, Tax Map 115B, Parcel P4B2, Poplar Branch Township.

Item 6 **Public Hearing and Action:** PB 10-06 Corolla Outback: Request for a special use permit for an outdoor tour operator located at 1148 Ocean Trail, Tax Map 114, Parcel 42A, Poplar Branch Township.

Item 7 **Public Hearing and Action:** PB 10-04 Outer Banks Harley-Davidson: Request for a special use permit to allow special events (Outer Banks Bike Week and Outer Banks Bike Fest) located at 8739 Caratoke Highway, Tax Map 131, Parcel 88, Poplar Branch Township.

Item 8 **Public Hearing and Action:** PB 09-28 Maple Commerce Park: Request for a Preliminary Plat/Special Use Permit for an 11 lot commercial subdivision located at 204 Airport Road, adjacent to the Currituck County Airport, Tax Map 52, Parcel 14A, Crawford Township.

Item 9 **Public Hearing and Action:** PB 10-12 Currituck County: Request to amend the Unified Development Ordinance, Chapter 2: Zoning Districts and Chapter 17: Definitions to clarify how Roadside Markets are defined and regulated in Currituck County.

Item 10 **Consideration of contract** for Child Support Enforcement Services

Item 11 **Consideration of agreement** with Historic Jarvisburg Colored School, Inc.

Item 12 **Consent Agenda:**

1. Approval of Water Shortage Response Plan
2. Re-appointment of Dan Scanlon, County Manager, to RPO Technical Coordinating Committee
3. Re-Appointment of Commissioner Gregory to RPO Transportation Advisory Committee
4. Approval to Purge Eligible DSS Files
5. Approval of March 15, 2010, Minutes
6. Budget Amendments

Item 13 Commissioner's Report

Item 14 County Manager's Report

Adjourn

**<u>Special Meeting</u>**

Tourism Development Authority

Call to Order

TDA Budget Amendments

Adjourn

**PROCLAMATION**
**FOR**
**FAIR HOUSING MONTH**
**APRIL 2010**

***WHEREAS***, April 2010 marks the 42nd anniversary of the Federal Housing Act of 1968 and the 27th anniversary of the North Carolina Fair Housing Act. Both laws prohibit discrimination in housing because of race, color, sex, religion, national origin, handicap and familial status; and

***WHEREAS***, the **Currituck County Board of Commissioners,** Albemarle Area Association of Realtors, City of Elizabeth City, Elizabeth City State University Community Development Program, North Carolina Cooperative Extension Service Pasquotank Center, Northeastern Community Development Corporation, and River City Community Development Corporation, and county and local governments, concerned citizens and the housing industry, are working to make fair housing opportunities possible for all our citizens. Through their efforts, they are encouraging others to abide by the letter and the spirit of the fair housing laws; and

***WHEREAS***, one of the most important concerns of **Currituck County** citizens is the availability of housing to them as individuals and families. By supporting and promoting fair housing and equal opportunity, we are contributing to the health of our County and our State;

***NOW, THEREFORE***, the Currituck County Board of Commissioners do hereby proclaim April 2010 as **"Fair Housing Month"** in **Currituck County** and urge our citizens to rededicate themselves to ensuring that fair housing laws are always upheld and citizens are protected against discrimination.

***ADOPTED***, this **the 5th day of April, 2010**.

_____
S. Paul O'Neal, Chairman
Currituck County Board of Commissioners

ATTEST:

_____
**Gwen H. Keene, CMC**
**Clerk to the Board**

# CASE ANALYSIS FOR THE BOARD OF COMMISSIONERS
# MEETING DATE: April 5, 2010
# Special Use Permit
# PB 10-05 Corolla Jeep Rentals & Tours, Inc.

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**ITEM:** **SPECIAL USE PERMIT - OUTDOOR TOUR OPERATOR**

**LOCATION:** 1070 Ocean Trail

**ZONING DISTRICT:** General Business (GB) – PUD Overlay District

**TAX ID:** 115B000P4B20000

**OWNER:** W.B. Meredith III
4804 Vista Lane
Kitty Hawk, NC 27949

**APPLICANT:** W.B. Meredith III
Corolla Jeep Rentals & Tours, Inc.
1070 Ocean Trail
Corolla, NC 27927

**LAND USE/ZONING OF SURROUNDING PROPERTY:**

| | **Land Use** | **Zoning** |
|---|---|---|
| **NORTH:** | Residential | Zoned RO1 |
| **SOUTH:** | Hotel | Zoned GB |
| **EAST:** | Residential | Zoned GB |
| **WEST:** | Hotel | Zoned GB |

**LAND USE PLAN CLASSIFICATION:** The 2006 Land Use Plan classifies the site as **Full Service** within the **Corolla** sub-area.

**NARRATIVE:**

1. The applicant is requesting a Special Use permit for conducting guided horse tours in the off-road areas of Corolla. This consists of one van seating 14 persons, one SUV seating 7 persons and 5 Jeeps seating 5 persons each.

2. The Board of Commissioners adopted an ordinance on September 21, 2009 that established outdoor tour operators as a specific land use. Subsequently, any business operating as a vehicular tour operator with a base operation within the jurisdiction of Currituck County is required to apply for a new special use permit.

3. The Special Use Permit application pertains to the property located at 1070 Ocean Trail. Associated activities that may occur off-site are subject to the conditions included in the approved Permit.

4. There are several policies in the Currituck County 2006 Land Use Plan that support this type of endeavor. Some are as follows:
    a. POLICY ED1: new and expanding industries and 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 of Currituck County.
    b. POLICY HP3: Development of the tourism and educational potential of the area's architectural, historic and cultural resources shall be encouraged.

It appears this request is consistent with the policies and objectives of the Land Use Plan provided care is taken to ensure the outdoor tours are conducted in an environmentally sustainable manner. The Planning Department is particularly encouraged to see a growing emphasis on eco-tourism industries that expose the general public to the natural resources of Currituck County.

**QUESTION(S) BEFORE THE BOARD:**

**Special Use Permit Criteria and Staff Findings:**

Special Use Permits are intended to allow the Board of Commissioners flexibility in the administration of the UDO. Through the Special Use Permit procedure, property uses which would otherwise be considered undesirable in certain districts can be developed subject to Conditions of Approval to minimize any negative effects they might have on surrounding properties.

In order to approve a Special Use Permit, certain criteria must be satisfied. The criteria and suggested findings of fact are outlined as follows:

1. COMPLETENESS OF THE APPLICATION
   **Suggested Findings:**
   a) The application is complete.

2. COMPLIANCE WITH ORDINANCE REQUIREMENTS
   **Suggested Findings:**
   a) The applicant's proposal will be required to maintain compliance with all UDO requirements and any additional requirements of the Board of Commissioners.

      i. The proposed use **will not** materially endanger the public health or safety for the following reasons:
      **Suggested Findings:**

- The parcel has adequate on-site parking and is located in a commercial area.

ii. The proposed use **will not** substantially injure the value of adjoining or abutting property for the following reasons:
**Suggested Findings:**
- The Unified Development Ordinance indicates that outdoor tour operators are a permitted land use with a Special Use Permit in a General Business (GB) zoning district.

iii. The proposed use **will** be in harmony with the particular neighborhood or area in which it is to be located.
**Suggested Findings:**
- The parcel is located in a commercial area and is therefore in keeping with the character of the surrounding area.

iv. The proposed use **will** be in general conformity with the Land Use Plan, and any other plan officially adopted by the Board of Commissioners.
**Suggested Findings:**
- The 2006 Land Use Plan classifies this site as Full Service in the Corolla Subarea and the proposed use is in keeping with the policies of the plan.

v. The proposed 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 applicable facilities are adequate. Such facilities must be in place or programmed to be in place within two years after the initial approval of the sketch plan. In the case of subdivision and multi-family development at the sketch plan/special use, preliminary plat or final plat stage, the Board of Commissioners may establish time limits on the number of lots/units available for development to assure adequate public facilities are available.
**Suggested Findings:**
- Approval of this request should have no impact on public facilities.

**STAFF RECOMMENDATION**
The proposal appears to meet the criteria for granting a Special Use Permit for the property at 1070 Ocean Trail and staff recommends **APPROVAL** with the following conditions:

1. All tours must be guided from Memorial Day to Labor Day. Tag-a-long tours are permitted as long as the lead vehicle is operated by an employee of the tour company and subsequent vehicles are under the employee's supervision.
2. Tour vehicles shall be labeled with decals or paint markings that clearly display the company name. Label font size shall be a minimum of four inches.
3. Tours shall comply with Chapter 3: Article II. Wild Horses, Chapter 10: Article II. Beaches and all other applicable provisions of the Currituck County Code of

Ordinances. Tours shall also operate in accordance with all State and Federal laws.

4. There shall be one parking space required for every vehicle seating 1-5 persons, two parking spaces required for every vehicle seating 6-10 persons etc., and one parking space required for every two employees. If any additional activities or uses occur on-site, additional parking may be required per the Unified Development Ordinance. Currently there is adequate parking available. The owner has requested that parking for unoccupied units be credited to the parking totals for the horse tour operation.

| Use | Parking Requirement | Quantity | Parking Total for All Units including vacancies | Owners Requested Parking including all current uses and proposed horse tours |
|---|---|---|---|---|
| Retail Space #1 Horse Tour Rentals | Tour vehicle seating 1-5 ppl = 1 space per vehicle | 5 | 5 | 5 |
| | Tour vehicle seating 6 to 10 ppl = 2 parking spaces per vehicle | 1 | 2 | 2 |
| | Tour vehicle seating 11-15 ppl = 3 parking spaces per vehicle | 1 | 3 | 3 |
| | 1 space/2 employees | 5 | 3 | 3 |
| Retail Space #2 | 1parking space/200 sq. ft. | 1028 sq. ft. | 5 | 5 |
| Retail Space #3 Vacant | 1parking space/200 sq. ft. | 1175 sq. ft. | 6 | 0 |
| Retail Space #4 | 1parking space/200 sq. ft. | 771 sq. ft. | 4 | 4 |
| Office Space #1 Vacant | 1parking space/200 sq. ft. | 949 sq. ft. | 5 | 0 |
| Office Space #2 Vacant | 1parking space/200 sq. ft. | 879 sq. ft. | 4 | 0 |
| Office Space #3 Vacant | 1parking space/200 sq. ft. | 630 sq. ft. | 3 | 0 |
| Total Available Parking | 27 | TOTAL Required: | 40 | 22 |

5. Vehicles held in reserve in the event of inclement weather or breakdowns may be used as long as the parking requirements and all other conditions of this permit are met. Reserve vehicles must be stored at an approved location.
6. The Board of Commissioners may establish a maximum number of vehicles as part of the special use permit approval process.
7. This special use permit shall be reviewed administratively on an annual basis and a report shall be filed with the Currituck County Board of Commissioners detailing the nature of any complaints received by the Planning Department. At the discretion of the Code Enforcement Officer or Board of Commissioners, the special use permit shall be subject to revocation or modification by the permit issuing authority following a public hearing.

**PLANNING BOARD RECOMMENDATION:**

The Planning Board **recommended approval** of the special use permit with the findings of fact and staff recommendations included in the case analysis.

**PLANNING BOARD DISCUSSION (3-9-10)**
Mr. West asked if the reserved vehicles are only used when one of the other vehicles are out of commission.

Mr. Woody stated yes.

Mr. Midgette asked Mr. Meredith if he was okay with staff recommendations.

Mr. Meredith stated yes.

**ACTION**
Mr. West move to ***approve*** PB 10-05 Corolla Jeep Rentals & Tours with the findings of fact and staff recommendations included in the case analysis. Mr. Wright seconded the motion. Motion carried unanimously.

MEMORANDUM

To: W.B. Meredith III, Corolla Jeep Rentals and Tours Inc.

From: Jennie Newbern

Date: February 12, 2010

Re: PB 10-05 Special Use Permit – Outdoor Tour Operator

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The following comments have been received for the February 17, 2010 TRC meeting. In order to be scheduled for the March 9, 2010 Planning Board meeting, please address all comments by 3:00 p.m. on February 22, 2010. TRC comments are valid for six months from the date of the TRC meeting.

Planning, Jennie Newbern

1. All tours must be guided from Memorial Day to Labor Day. Tag-a-long tours are permitted as long as the lead vehicle is operated by an employee of the tour company and subsequent vehicles are under the employee's supervision.
2. Tour/Rental vehicles shall be labeled with decals or paint markings that clearly display the company name. Label font size shall be a minimum of four inches.
3. Tours shall comply with Chapter 3: Article II. Wild Horses, Chapter 10: Article II. Beaches and all other applicable provisions of the Currituck County Code of Ordinances. Tours shall also operate in accordance with all State and Federal laws.
4. Please provide square footage of each office space in the building as well as the current uses.
5. There shall be one parking space required for every vehicle seating 1-5 persons, two parking spaces required for every vehicle seating 6-10 persons etc., and one parking space required for every two employees. If any additional activities or uses occur on-site, additional parking may be required per the Unified Development Ordinance. Currently it is unclear whether there is adequate parking.

| Use | Parking Requirement | Vehicle Quantity | Parking Total |
|---|---|---|---|
| Horse Tour Rentals | Tour vehicle seating 1-5 ppl = 1 space per vehicle | 5 | 5 |
| Horse Tour Rentals | Tour vehicle seating 6 to 10 ppl = 2 parking spaces per vehicle | 1 | 2 |
| Horse Tour Rentals | Tour vehicle seating 11-15 ppl = 3 parking spaces per vehicle | 1 | 3 |
| Employees (largest shift) | 1 space/2 employees | 5 | 3 |
| | | TOTAL Required: | 13 |

6. Vehicles held in reserve in the event of inclement weather or breakdowns may be used as long as the parking requirements and all other conditions of this permit are met. Reserve vehicles must be stored at an approved location.

7. This special use permit is valid for one year from the date of approval and shall remain valid so long as the conditions under which it is granted are met.
8. The Board of Commissioners may establish a maximum number of vehicles as part of the special use permit approval process.

Currituck Soil and Water, Mike Doxey
Reviewed - No Comment

Currituck County Engineer, Eric Weatherly
Approved –No Comments

Currituck County Utilities, Pat Irwin
No Comment

Currituck County GIS, Harry Lee
Reviewed

Currituck County Building Inspections, Spence Castello
Approved

Currituck County Parks and Recreation, Jason Weeks
Reviewed – There have been occurrences in the past in which customers have used the park to discard personal garbage, steps should be taken to avoid this happening.

NCDOT, Roger Ward
No Comment

NC Division of Coastal Management, Charlan Owens
No Comment

NCDENR, Land Quality, Pat McClain
Reviewed- No approved plan is required

Albemarle Regional Health Services, Joe Hobbs
Reviewed – Approved as long as Business provides customer access to a public restroom facility when needed.

Currituck County Emergency Management, James Mims
No Comment – No Comments at this time

Currituck County Economic Development, Peter Bishop
No Comment

Please note that comments were not received from the following:

Charter Communications, Sam Scilabba
Dominion Power, Troy Lindsey
US Army Corps of Engineers, Tom Steffens

Embarq, Hester Jones
NCDENR, Environmental Management, Roger Thorpe
NCDENR, Public Water, Siraj Chohan
Currituck County Sheriff, Susan Johnson
Currituck County Local Volunteer Fire Department
Currituck County Schools, Bruce MacDonald
Office of State Archaeology, Lawrence Abbott

# CASE ANALYSIS FOR THE BOARD OF COMMISSIONERS
# MEETING DATE: April 5, 2010
# Special Use Permit
# PB 10-06 Corolla Outback

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**ITEM:** **SPECIAL USE PERMIT - OUTDOOR TOUR OPERATOR**

**LOCATION:** 1148 Ocean Trail

**ZONING DISTRICT:** General Business (GB)

**TAX ID:** 0114000042A0000

**OWNER:** Norris Austin
PO Box 175
Corolla, NC 27927

**APPLICANT:** Jay Bender
Corolla Outback
PO Box 15
Corolla, NC 27927

**LAND USE/ZONING OF SURROUNDING PROPERTY:**

| | **Land Use** | **Zoning** |
|---|---|---|
| **NORTH:** | General Business | Zoned GB |
| **SOUTH:** | General Business | Zoned GB |
| **EAST:** | Office | Zoned RO1 |
| **WEST:** | General Business | Zoned GB |

**LAND USE PLAN CLASSIFICATION:** The 2006 Land Use Plan classifies the site as **Full Service** within the **Corolla** sub-area.

**NARRATIVE:**

1. The applicant is requesting a Special Use permit for conducting guided horse tours in the off-road areas of Corolla. This consists of two 12-passenger Safari Trucks, one 9-passenger open suburban, four 5-passenger vehicles for tag-a-long tours and two 7-passenger suburbans for reserve use.

2. The Board of Commissioners adopted an ordinance on September 21, 2009 that established outdoor tour operators as a specific land use. Subsequently, any business operating as a vehicular tour operator with a base operation within the jurisdiction of Currituck County is required to apply for a new special use permit.

3. The Special Use Permit application pertains to the property located at 1148 Ocean Trail. Associated activities that may occur off-site are subject to the conditions included in the approved Permit.

4. There are several policies in the Currituck County 2006 Land Use Plan that support this type of endeavor. Some are as follows:
    a. POLICY ED1: new and expanding industries and 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 of Currituck County.
    b. POLICY HP3: Development of the tourism and educational potential of the area's architectural, historic and cultural resources shall be encouraged.

It appears this request is consistent with the policies and objectives of the Land Use Plan provided care is taken to ensure the outdoor tours are conducted in an environmentally sustainable manner. The Planning Department is particularly encouraged to see a growing emphasis on eco-tourism industries that expose the general public to the natural resources of Currituck County.

**QUESTION(S) BEFORE THE BOARD:**

**Special Use Permit Criteria and Staff Findings:**

Special Use Permits are intended to allow the Board of Commissioners flexibility in the administration of the UDO. Through the Special Use Permit procedure, property uses which would otherwise be considered undesirable in certain districts can be developed subject to Conditions of Approval to minimize any negative effects they might have on surrounding properties.

In order to approve a Special Use Permit, certain criteria must be satisfied. The criteria and suggested findings of fact are outlined as follows:

1. COMPLETENESS OF THE APPLICATION
    **Suggested Findings:**
    a) The application is complete.

2. COMPLIANCE WITH ORDINANCE REQUIREMENTS
    **Suggested Findings:**
    a) The applicant's proposal will be required to maintain compliance with all UDO requirements and any additional requirements of the Board of Commissioners.

        i. The proposed use **will not** materially endanger the public health or safety for the following reasons:
        **Suggested Findings:**

- The parcel has adequate on-site parking and is located in a well established commercial area.

ii. The proposed use **will not** substantially injure the value of adjoining or abutting property for the following reasons:
**Suggested Findings:**
- The Unified Development Ordinance indicates that outdoor tour operators are a permitted land use with a Special Use Permit in a General Business (GB) zoning district.

iii. The proposed use **will** be in harmony with the particular neighborhood or area in which it is to be located.
**Suggested Findings:**
- The parcel is located in a well established commercial area and is therefore in keeping with the character of the surrounding area.

iv. The proposed use **will** be in general conformity with the Land Use Plan, and any other plan officially adopted by the Board of Commissioners.
**Suggested Findings:**
- The 2006 Land Use Plan classifies this site as Full Service in the Corolla Subarea and the proposed use is in keeping with the policies of the plan.

v. The proposed 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 applicable facilities are adequate. Such facilities must be in place or programmed to be in place within two years after the initial approval of the sketch plan. In the case of subdivision and multi-family development at the sketch plan/special use, preliminary plat or final plat stage, the Board of Commissioners may establish time limits on the number of lots/units available for development to assure adequate public facilities are available.
**Suggested Findings:**
- Approval of this request should have no impact on public facilities.

**STAFF RECOMMENDATION**
The proposal appears to meet the criteria for granting a Special Use Permit for the property at 1148 Ocean Trail and staff recommends **APPROVAL** with the following conditions:

1. All tours must be guided from Memorial Day to Labor Day. Tag-a-long tours are permitted as long as the lead vehicle is operated by an employee of the tour company and subsequent vehicles are under the employee's supervision.
2. Tour vehicles shall be labeled with decals or paint markings that clearly display the company name. Label font size shall be a minimum of four inches.
3. Tours shall comply with Chapter 3: Article II. Wild Horses, Chapter 10: Article II. Beaches and all other applicable provisions of the Currituck County Code of

Ordinances. Tours shall also operate in accordance with all State and Federal laws.

4. There shall be one parking space required for every vehicle seating 1-5 persons, two parking spaces required for every vehicle seating 6-10 persons etc., and one parking space required for every two employees. If any additional activities or uses occur on-site, additional parking may be required per the Unified Development Ordinance. Currently there is adequate parking available.

| Use | Parking Requirement | Vehicle Quantity | Parking Total |
|---|---|---|---|
| Horse Tour Rentals | Tour vehicle seating 1-5 ppl = 1 space per vehicle | 4 | 4 |
| Horse Tour Rentals | Tour vehicle seating 6 to 10 ppl = 2 parking spaces per vehicle | 1 | 2 |
| Horse Tour Rentals | Tour vehicle seating 11-15 ppl = 3 parking spaces per vehicle | 2 | 6 |
| Employees (largest shift) | 1 space/2 employees | 4 | 2 |
| Total Available: | 17 | TOTAL Required: | 14 |

5. Vehicles held in reserve in the event of inclement weather or breakdowns may be used as long as the parking requirements and all other conditions of this permit are met. Reserve vehicles must be stored at an approved location.
6. The Board of Commissioners may establish a maximum number of vehicles as part of the special use permit approval process.
7. This special use permit shall be reviewed administratively on an annual basis and a report shall be filed with the Currituck County Board of Commissioners detailing the nature of any complaints received by the Planning Department. At the discretion of the Code Enforcement Officer or Board of Commissioners, the special use permit shall be subject to revocation or modification by the permit issuing authority following a public hearing.

**PLANNING BOARD RECOMMENDATION:**

The Planning Board **recommended approval** of the special use permit with the findings of fact and staff recommendations included in the case analysis.

**PLANNING BOARD DISCUSSION (3-9-10)**
Mr. Midgette asked Mr. Bender if he was okay with staff recommendations.

Mr. Bender stated yes.

**ACTION**
Mr. Clark move to ***approve*** PB 10-06 Corolla Outback with the findings of fact and staff recommendations included in the case analysis. Mr. Wright seconded the motion. Motion carried unanimously.

MEMORANDUM

To: Jay Bender, Corolla Outback

From: Jennie Newbern

Date: February 12, 2010

Re: PB 10-06 Special Use Permit – Outdoor Tour Operator

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The following comments have been received for the February 17, 2010 TRC meeting. In order to be scheduled for the March 9, 2010 Planning Board meeting, please address all comments by 3:00 p.m. on February 22, 2010. TRC comments are valid for six months from the date of the TRC meeting.

Planning, Jennie Newbern

1. All tours must be guided from Memorial Day to Labor Day. Tag-a-long tours are permitted as long as the lead vehicle is operated by an employee of the tour company and subsequent vehicles are under the employee's supervision.
2. Tour/Rental vehicles shall be labeled with decals or paint markings that clearly display the company name. Label font size shall be a minimum of four inches.
3. Tours shall comply with Chapter 3: Article II. Wild Horses, Chapter 10: Article II. Beaches and all other applicable provisions of the Currituck County Code of Ordinances. Tours shall also operate in accordance with all State and Federal laws.
4. There shall be one parking space required for every vehicle seating 1-5 persons, two parking spaces required for every vehicle seating 6-10 persons etc., and one parking space required for every two employees. If any additional activities or uses occur on-site, additional parking may be required per the Unified Development Ordinance. Currently there is adequate parking at this location

| Use | Parking Requirement | Vehicle Quantity | Parking Total |
|---|---|---|---|
| Horse Tour Rentals | Tour vehicle seating 1-5 ppl = 1 space per vehicle | 4 | 4 |
| Horse Tour Rentals | Tour vehicle seating 6 to 10 ppl = 2 parking spaces per vehicle | 1 | 2 |
| Horse Tour Rentals | Tour vehicle seating 11-15 ppl = 3 parking spaces per vehicle | 2 | 6 |
| Employees (largest shift) | 1 space/2 employees | 4 | 2 |
| | | TOTAL Required: | 14 |

5. Vehicles held in reserve in the event of inclement weather or breakdowns may be used as long as the parking requirements and all other conditions of this permit are met. Reserve vehicles must be stored at an approved location.
6. This special use permit is valid for one year from the date of approval and shall remain valid so long as the conditions under which it is granted are met.
7. The Board of Commissioners may establish a maximum number of vehicles as part of the special use permit approval process.

Currituck Soil and Water, Mike Doxey
Approved

Currituck County Engineer, Eric Weatherly
Approved –No Comments

Currituck County GIS, Harry Lee
Reviewed

Currituck County Building Inspections, Spence Castello
No Comment

Currituck County Parks and Recreation, Jason Weeks
Reviewed- By looking at the given plan it is unclear to me if there is a public restroom and trash receptacle in place. We are noticing the users of this service are dumping trash at Carova Beach Park. The business should provide that service to their clients.

NCDOT, Roger Ward
No Comment

NC Division of Coastal Management, Charlan Owens
No Comment

NCDENR, Land Quality, Pat McClain
Reviewed –No Comment

Albemarle Regional Health Services, Joe Hobbs
Reviewed - Approved as long as business provides customer access to a public restroom facility when needed

Currituck County Emergency Management, James Mims
No Comment – No comment at this time

Currituck County Economic Development, Peter Bishop
No Comment

Please note that comments were not received from the following:

Charter Communications, Sam Scilabba
Dominion Power, Troy Lindsey
US Army Corps of Engineers, Tom Steffens
Embarq, Hester Jones
NCDENR, Environmental Management, Roger Thorpe
NCDENR, Public Water, Siraj Chohan
Currituck County Sheriff, Susan Johnson
Currituck County Local Volunteer Fire Department
Currituck County Utilities, Pat Irwin

Currituck County Schools, Bruce MacDonald
Office of State Archaeology, Lawrence Abbott

# CASE ANALYSIS FOR THE BOARD OF COMMISSIONERS
# DATE: April 5, 2010
# PB 10-04 Outer Banks Harley Davidson Special Use Permit

**ITEM:** PB 10-04 Outer Banks Harley Davidson Special Use Permit request for two special events, Outer Banks Bike Week, April 18-25, 2010, and Outer Banks Bike Fest, October 1-3, 2010.

**LOCATION:** 8739 Caratoke Highway, Harbinger (existing Harley Davidson dealership).

**TAX ID:** 0131-000-0088-0000

**ZONING DISTRICT:** General Business (GB)

**PRESENT USE:** Motorcycle Retail

**OWNER:** MDS Investment LLC
% Maurice Slaughter
2211 Frederick Blvd
Portsmouth VA 23704

**APPLICANT:** Same

**LAND USE/ZONING OF SURROUNDING PROPERTY:**

| | Land Use | Zoning |
|---|---|---|
| **NORTH:** | Residential | GB |
| **SOUTH** | Residential | GB |
| **EAST:** | Residential | GB |
| **WEST:** | Post Office | GB |

**LAND USE PLAN CLASSIFICATION:** The 2006 Land Use Plan classifies the site as Limited Service within the Point Harbor subarea.

**SIZE OF SITE:** 3.2 acres

**UTILITIES:** The business is served by county water and an on-site septic system. Port-a-johns are proposed for the special events.

## I. NARRATIVE OF REQUEST:

- The applicant is seeing approval for two special events. The first event is Outer Banks Bike Week, April 18-25, 2010, and the second event is Outer Banks Bike Fest, October 1-3, 2010.
- The Outer Banks Harley-Davidson in Harbinger is the hub for all Bike Week activities. The facility is utilized to house additional vendors, live music, and serve as the starting point for poker runs and scenic tours.
- This is the 8th year for Outer Banks Bike Week and attendance has grown each year, with last year's attendance reaching over 10,000 attendees.
- Guided tours are proposed around the sound, to Corolla, and to Knotts Island via the ferry.

## II. Special UDO requirements for special events (Section 3.10.4)

1. The amount of noise generated shall not disrupt the activities of adjacent land uses.
2. The applicants shall guarantee that all litter generated by the special event be removed at no expense to the county.
3. Parking generated by the event shall be accommodated without undue disruption to or interference with the normal flow of traffic or with the right of adjacent and surrounding property owners to the beneficial use and enjoyment of their property.
4. In cases where it is deemed necessary, the board may require the applicant to post a bond to ensure compliance with the conditions of the special use permit.
5. If the permit applicant requests the county to provide extraordinary services or equipment or if the county otherwise determines that extraordinary services or equipment should be provided to protect the public health or safety, the applicant shall be required to pay to the county a fee sufficient to reimburse the county for the costs of these services. This requirement shall not apply if the event has been anticipated in the budget process and sufficient funds have been included in the budget to cover the costs incurred.

## III. OUTSTANDING TECHNICAL REVIEW COMMITTEE COMMENTS:

**<u>Currituck County Emergency Management, James Mims</u>**

1. 2403.2 Approval required. Tents and membrane structures having an area in excess of 200 square feet (19 m2) and canopies in excess of 400 square feet (37 m2) shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official.

**<u>Albemarle Regional Health Services (Joe Hobbs, 252-232-6603)</u>**

1. Consult with the Health Department at (252)232-6603 Environmental Health Section concerning rules and regulations regarding temporary food events
2. Event coordinator will need to fill out a coordinator's application for a temporary food event at least two weeks prior to each event.

3. Also, each food vendor will need to fill out a temporary food permit application at least two weeks prior to each event and a $75 Temporary Permit fee is required for profit food vendors.

**Currituck County Sheriff (Susan Johnson, 252-453-8204)**

1. Sheriff's Office staff has advised that parking is an issue at this location after all of the vendors utilize the parking lot. This leaves vehicles and bikes parking alongside the road which creates a hazardous situation. Bikes and cars utilize the south bound shoulder and run across traffic to reach the event location.
2. Recommend alternate parking location with possible shuttle to the store location or if possible, moving the vendors out of the parking area to sites around the side or back if property permits.
3. The event itself has caused no issues with the exception of parking being minimal for the numbers attending the event. When the cars and bikes park along the road visibility in both directions from the parking lot is compromised.
4. Parking on Church Road and East Mobile Road is always a problem and generates complaints every year. The residents have repeatedly requested that we block that portion of the roadway to parking.
5. We have also had complaints from residents of not being able to leave their property from event traffic blocking their drives.

**NOTE:** The existing building was required to provide 46 parking spaces. 102 parking spaces were installed. The applicant is proposing satellite parking for customers at Harbinger Post Office and Mutiny Tattoo and has written permission from those property owners. The applicant also has written permission from Barrier Island OBX Vacation Station for satellite parking for employees.

The applicant also stated that he will provide "No Parking" signs along Caratoke Highway and Church Road and towing will be enforced.

## IV. QUESTION(S) BEFORE THE BOARD:

**Special Use Permit Criteria and Staff Findings:**

Special use permits (SUP) are intended to allow the Board of Commissioners flexibility in the administration of the UDO. Through the SUP procedure, property uses which would otherwise be considered undesirable in certain districts can be developed subject to conditions of approval to minimize any negative effects they might have on surrounding properties.

In order to approve a SUP, certain criteria must be satisfied. The criteria and suggested findings of fact are outlined as follows:

1. Completeness of application.
   **Suggested Findings:**
   a. The application is complete.

2. The proposed use is among those listed in the Table of Permissible Uses as a special use indicated with an "S".
   **Suggested Findings:**
   a. Special events are an allowable use within the General Business (GB) zoning district with a special use permit.

3. The conditions proposed meet or exceed the minimum requirements of this ordinance.
   **Suggested Findings:**
   a. The proposed plan meets the minimum requirements of the ordinance.

4. The special use will not endanger the public health or safety:
   **Suggested Findings:**
   a. The proposed events should have little impact on public health or safety with the proposed precautions in place (no parking signs in right-of-ways, private security (off-duty deputies), and satellite parking areas).

5. The special use will not injure the value of adjoining or abutting property and will be in harmony with the area in which it is located
   **Suggested Findings:**
   a. The Unified Development Ordinance indicates that special events are allowed in the GB zoning district with a special use permit.
   b. The special events will take place at an existing retail business.

6. The special use will be in conformity with the Land Use Plan or other officially adopted plan.
   **Suggested Findings:**
   a. The 2006 Land Use Plan classifies this site as Limited Service within the Point Harbor subarea. The policy emphasis is to allow portions of the Point Harbor area to continue to evolve as a full service community. The proposed use is in keeping with the policies of the plan, some of which are:

      POLICY ED1: New and expanding industries and 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 of Currituck County.

POLICY ED4: In addition to the recruitment and expansion of major new industries, the considerable value of small business start-ups, expansions, and spin-offs shall also be recognized.

7. The special 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. Such facilities must be in place or programmed to be in place within two years after the initial approval of the plan (sketch plan in the case of major subdivisions).
   **Suggested Findings:**
   a. The county has adequate public facilities to service this use.

**IV. STAFF RECOMMENDATION:**

A. The submittal does appear to meet all of the requirements for approval, so **staff recommends approval** of this special use permit subject to the findings of fact and TRC comments. It should be noted that this approval is valid only for the two events listed. Events held in subsequent years will require renewal of the special use permit.

**V. PLANNING BOARD RECOMMENDATION:**

The Planning Board **recommended approval** of the special use permit with the findings of fact and staff recommendations included in the case analysis and the following condition:

- Satellite parking on the west side of US158 is low priority and only utilized when the parking areas on the east side of highway are full.

**NOTE: NCDOT has agreed to place two Variable Message Signs warning motorist of potential traffic congestion at this location.**

**PLANNING BOARD DISCUSSION (3/9/10)**
Mr. Midgette asked Mr. Johnson if they would consider an alternate location that would allow for more parking.

Mr. Johnson stated the rallies are designed to be at the dealership. The dealership will have some onsite activities. Dealership parking is for motorcycles only. They put up signs along the highway stating “No Parking” and if someone parks there they will be towed at their expense.

Mr. West stated he had a concern with the two alternative parking areas across the highway which are located in a curve and people are trying to cross 5 lanes of traffic.

Mr. Johnson stated they have a contract with the Currituck Sheriff’s office to have officers for security and traffic. Mr. Johnson stated 500 motorcycles can be parked in 60 parking spaces. Usually the alternate parking is used during inclement weather when people can’t ride their motorcycles.

Mr. West stated that an added condition of the special use permit be that satellite parking on the west side of US 158 be low priority and only utilized when the parking areas on the east side of the highway are full.

Mr. Clark asked staff if the speed limit could be changed temporarily for this event for a certain part of the highway.

Mr. Woody stated it would have to be done through the Department of Transportation (DOT).

Mr. Johnson stated they have approached DOT for temporary electronic signage which says “Slow or Caution” but have not had any luck.

Mr. Woody stated you can have temporary signage with an approved special event. On the mainland you can have two temporary signs year round. Mr. Woody stated the Planning Department will look into temporary electronic signage from DOT for the event.

Ms. Wilson asked Mr. Johnson if they had looked into a shuttle running from the satellite parking.

Mr. Johnson stated they are looking into it.

**ACTION**
Mr. West move to ***approve*** PB 10-04 Outer Banks Harley-Davidson with the findings of fact and staff recommendations included in the case analysis and the following conditions:

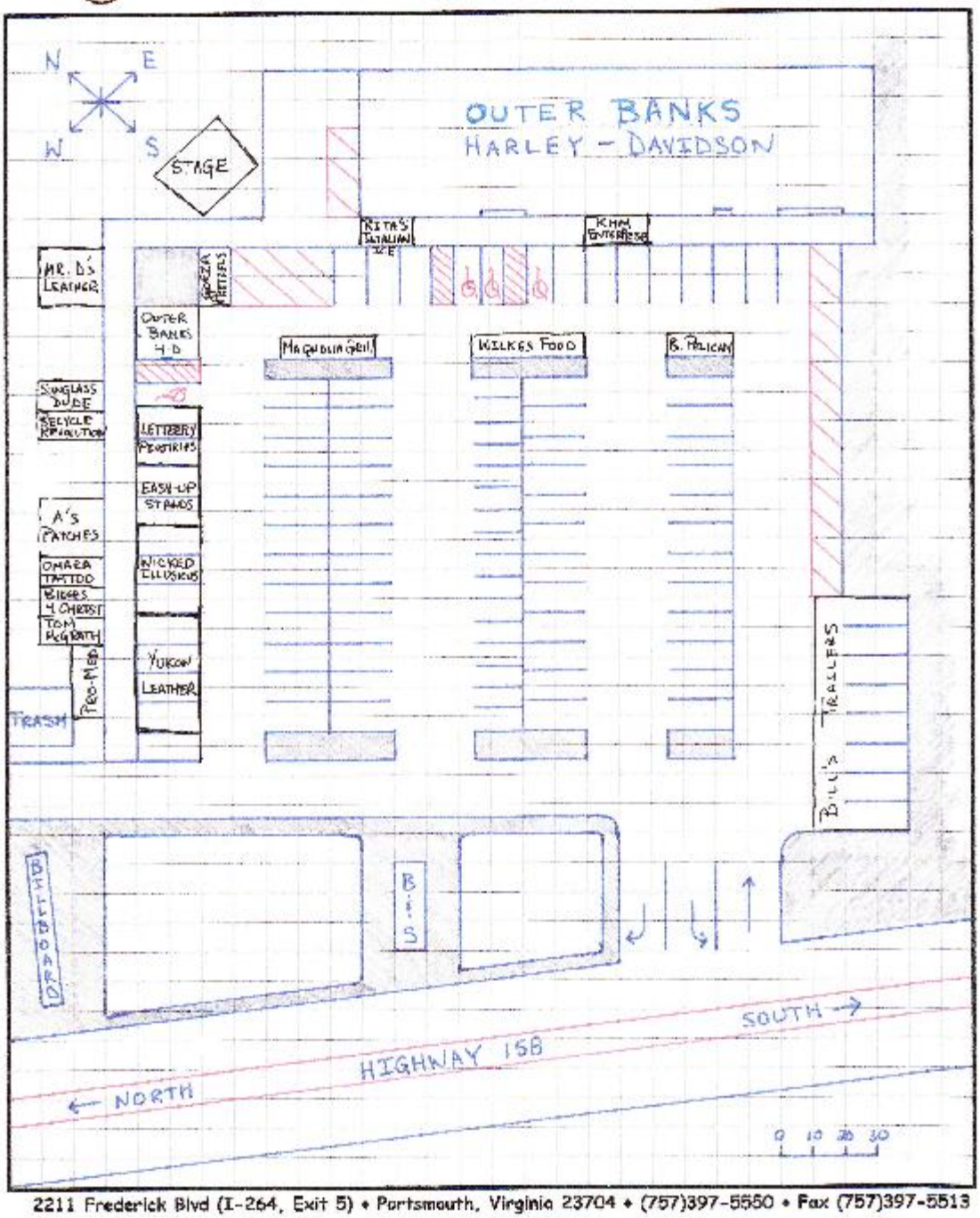
- Satellite parking on the west side of US158 is low priority and only utilized when the parking areas on the east side of highway are full.

- Planning Department checks with the Department of Transportation for electronic signs to be used during these events.

Ms. Taylor seconded the motion. Motion carried unanimously.

# MS Family Harley-Davidson Dealerships

Bayside • Outer Banks • Kitty Hawk • Nags Head

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www.harleybay.com

REVISED 02/11/10

**PB 10-04 Outer Banks Harley Davidson**
**SUP Request**
**January 2008 Aerial Photography**

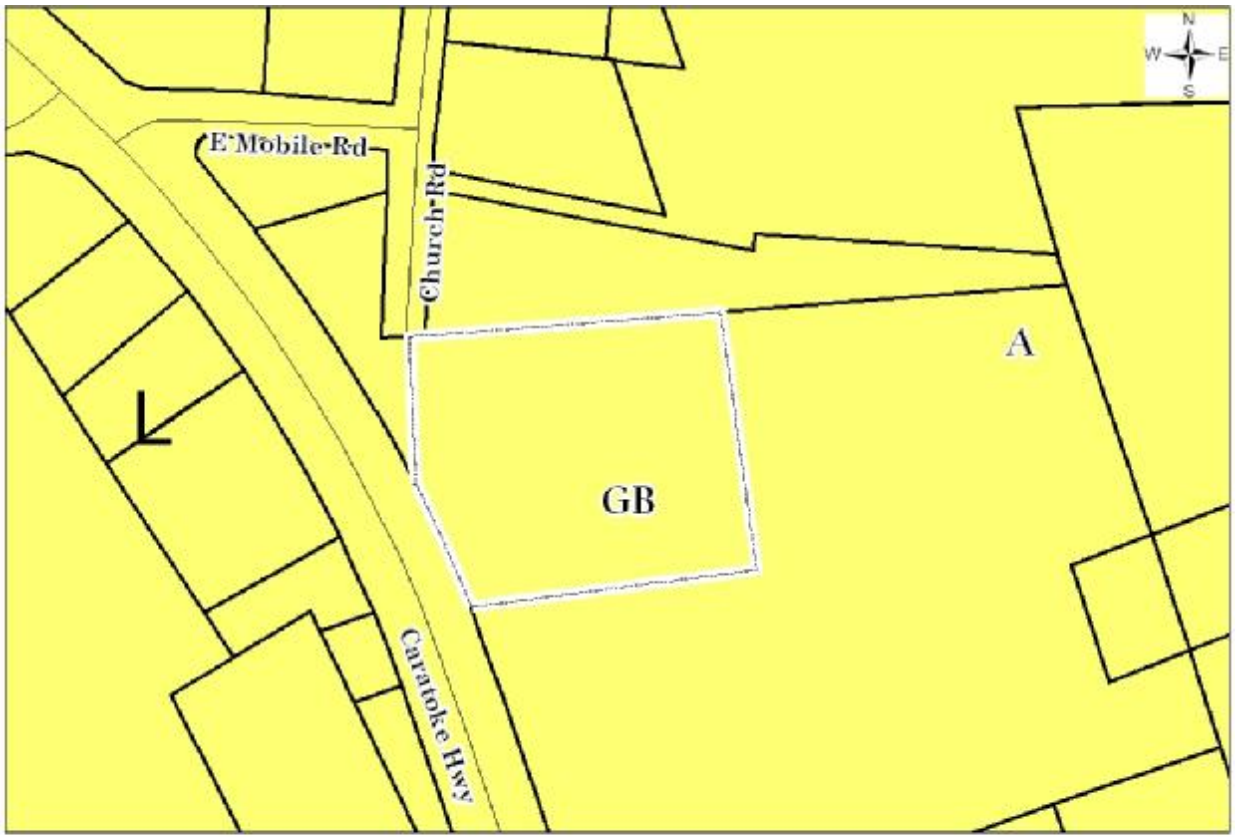
0 85 170 340 510 Feet

Currituck County Planning Department

**PB 10-04 Outer Banks Harley Davidson**
**SUP Request**
**Zoning Designation**

0 85 170 340 510 Feet

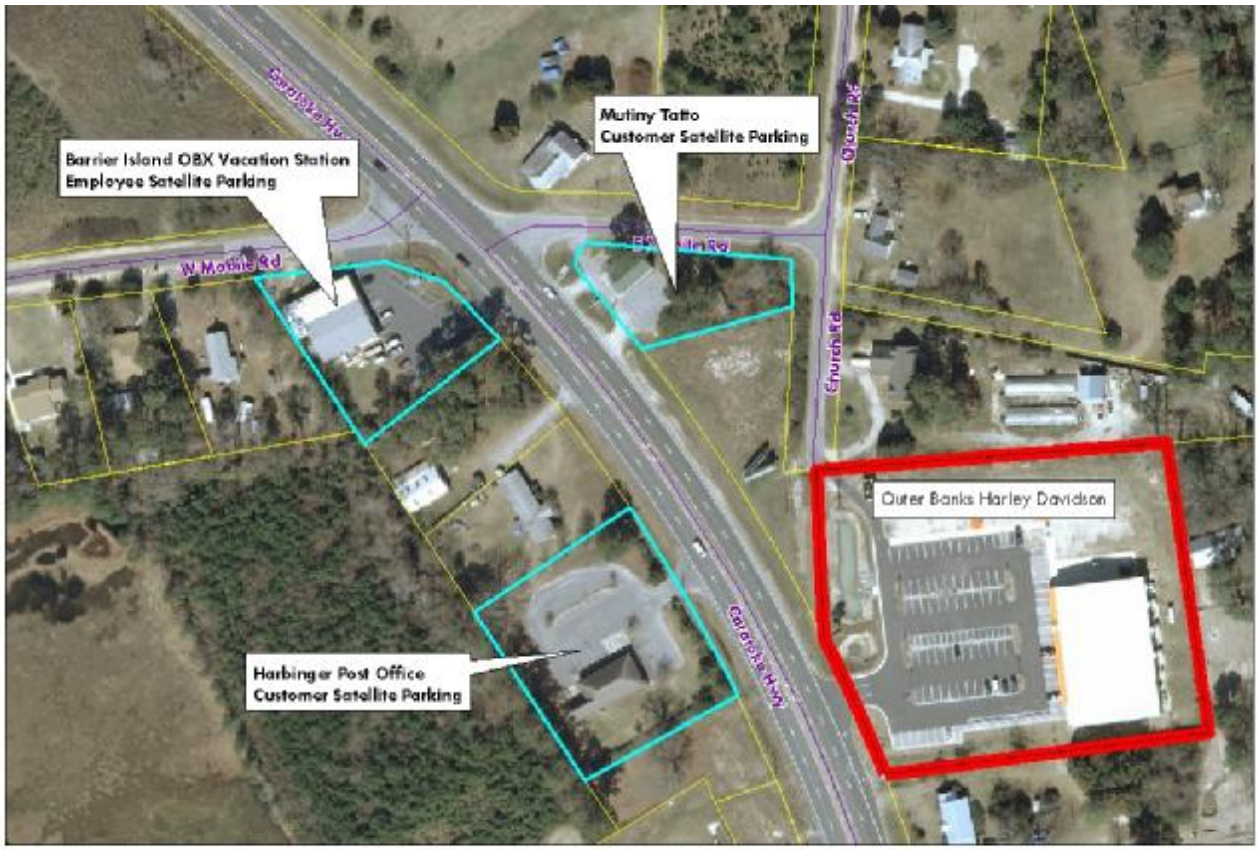
Currituck County Planning Department



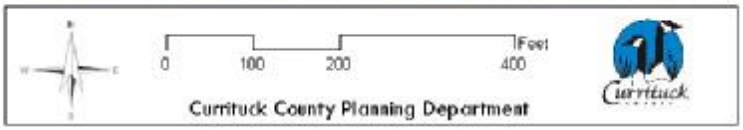

**PB 10-04 Outer Banks Harley Davidson**
**SUP Request**
**Land Use Classification**

0 85 170 340 510 Feet

Currituck County Planning Department




**PB 10-04 Outer Banks Harley Davidson**
**SUP Request**
**Satellite Parking Locations**



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

TO: Maurice Slaughter, Outer Banks Harley Davidson
Kevin Johnson, Outer Banks Harley Davidson

FROM: Tammy Glave, CZO
Planner II

DATE: February 11, 2010 (Updated 2/16/20 based on revised site plan)

SUBJECT: Outer Banks Harley Davidson, Special Use Permit
February 17, 2010 TRC Comments
*Post TRC Comments*

The following comments have been received for the February 17, 2010 TRC meeting. In order to be scheduled for the March 9, 2010 Planning Board meeting, please address all comments and resubmit a corrected plan by 3:00 p.m. on February 22, 2010. TRC comments are valid for six months from the date of the TRC meeting.

**Zoning (Tammy Glave 252-232-6025):**

Approved with corrections:

1. All activity (including parking) must occur on the property and not in the right-of-way or property not owned by you. *(Staff commentary: Revised site plan received 2/16/10.)*
2. The "Other Vendors" area including Dream Catchers, massage chairs, and models is shown within the stormwater retention area. Stormwater retention areas are to remain vacant. Please call out the accurate location for these activities. *(Staff commentary: Revised site plan received 2/16/10).*
3. The original site plan approval was for three additional buildings. The existing building was required to have 46 parking spaces (approved at 1:400 instead of 1:200), so there are extra parking spaces available at this time. Please note that drive aisles cannot be blocked. Magnolia Grill, Wilkes Food, and Black Pelican are shown within the drive aisle. *(Staff commentary: Drive aisles will not be blocked. These vendors will be located in medians or in parking spaces.)*
4. Are you planning on over-flow parking? If so, please note the location for the over-flow parking. *(Staff commentary: Revised comments received on February 16th call out satellite parking. Satellite parking is proposed at Powells Point Baptist Church, Harbinger Post Office, Barrier Island's OBX Vacation Station, Mutiny Tattoo, and Old Pots On Kitchen. Written permission is required from each property owner where satellite parking is proposed prior to use. Also, satellite parking must be within 300' of your property to be used as customer parking. It appears that Harbinger Post Office and Mutiny Tattoo are the only listed locations within 300' of your property. The other locations can be used for*

*satellite parking for employees only. UDO Section 8.i. Written permission for satellite parking was obtained for the Outer Banks Bike Week in April. The applicant stated that satellite parking will not be required for the smaller Outer Banks Bike Fest in October.)*

5. According to Section 3.10.4 of the UDO, the following special requirements must be met:
    a. The amount of noise generated shall not disrupt the activities of adjacent land uses.
    b. The applicants shall guarantee that all litter generated by the special event be removed at no expense to the county.
    c. Parking generated by the event shall be accommodated without undue disruption to or interference with the normal flow of traffic or with the right of adjacent and surrounding property owners to the beneficial use and enjoyment of their property.
    d. In cases where it is deemed necessary, the board may require the applicant to post a bond to ensure compliance with the conditions of the special use permit.
    e. If the permit applicant requests the county to provide extraordinary services or equipment or if the county otherwise determines that extraordinary services or equipment should be provided to protect the public health or safety, the applicant shall be required to pay to the county a fee sufficient to reimburse the county for the costs of these services. This requirement shall not apply if the event has been anticipated in the budget process and sufficient funds have been included in the budget to cover the costs incurred.

**Currituck County Emergency Management (James Mims, 252-232-4024)**

Approved with comments:

1. Drive aisles and structure egress must be clear at all times. In looking at the originally approved site plan, it appears that they are proposing a sound tent in the fire lane and port-a-johns in the fire apparatus road. It should also be noted that at a site visit it was noticed that there are currently storage facilities in the fire access as this time. *(Staff commentary: Revised site plan indicated clear fire lane and access.)*
2. 2403.2 Approval required. Tents and membrane structures having an area in excess of 200 square feet (19 m2) and canopies in excess of 400 square feet (37 m2) shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official.

**Information Technology (Harry Lee, 252-232-2034)**

Reviewed without comment.

**Currituck County Parks and Recreation (Jason Weeks, 252-232-3007)**

Reviewed without comment.

**Public Utilities (Pat Irwin, 252-232-2769)**
Reviewed without comment.

**County Engineer (Eric Weatherly, 252-232-6035)**
Approved without comment.

**NC Division of Coastal Management (Charlan Owens, 252-264-3901)**
Reviewed without comment.

**NCDENR Land Quality (Pat McClain, 252-946-6481)**
Reviewed with comment:

1. As best as can be determined by the plan, an erosion and sedimentation control plan shall not be required.

**Albemarle Regional Health Services (Joe Hobbs, 252-232-6603)**
Reviewed with comment:

1. CONSULT WITH HEALTH DEPT. AT (252)232-6603 ENVIRONMENTAL HEALTH SECTION CONCERNING RULES AND REGULATIONS REGARDING TEMPORARY FOOD EVENTS. THANK YOU!
2. EVENT COORDINATOR WILL NEED TO FILL OUT A COORDINATOR'S APPLICATION FOR A TEMPORARY FOOD EVENT AT LEAST 2 WEEKS PRIOR TO EACH EVENT.
3. ALSO EACH FOOD VENDOR WILL NEED TO FILL OUT A TEMPORARY FOOD PERMIT APPLICATION AT LEAST 2 WEEKS PRIOR TO EACH EVENT AND A $75.00 TEMPORARY PERMIT FEE IS REQUIRED FOR PROFIT FOOD VENDERS.

**NCDOT (Roger Ward, 252-331-4737)**
Reviewed without comment.

**Soil and Water (Mike Doxey, 252-232-3360)**
Approved with correction:

1. Stormwater retention areas must remain vacant.

**Currituck County Building Inspections (Spence Castello, 252-232-6020)**
Reviewed without comment.

**Currituck County Sheriff (Susan Johnson, 252-453-8204)**
Approved with conditions:

1. Sheriff's Office staff has advised that parking is an issue at this location after all of the vendors utilize the parking lot. This leaves vehicles and bikes parking alongside the road which creates a hazardous situation. Bikes and cars utilize the south bound shoulder and run across traffic to reach the event location.
2. Recommend alternate parking location with possible shuttle to the store location or if possible, moving the vendors out of the parking area to sites around the side or back if property permits.

3. The event itself has caused no issues with the exception of parking being minimal for the numbers attending the event. When the cars and bikes park along the road visibility in both directions from the parking lot is compromised.
4. Parking on Church Road and East Mobile Road is always a problem and generates complaints every year. The residents have repeatedly requested that we block that portion of the roadway to parking.
5. We have also had complaints from residents of not being able to leave their property from event traffic blocking their drives.

**NC State Archeology (Lawrence Abbott, 919-807-6554)**
Approved with comment:
1. No Concerns regarding archaeological resources. An archaeological survey is not recommended.

**Please note that comments were not received from the following:**
Currituck County Economic Development (Peter Bishop, 252-232-6015)
US Army Corps of Engineers (Kyle Barnes, 910-251-4584)
NC Wildlife (Maria Dunn, 252-948-3916)
NCDENR Aquifer Protection (David May, 252-946-6481)
NCDENR Environmental Health/Onsite Wastewater (Bob Uebler, 252-948-3914)
NCDENR Environmental Management (Roger Thorpe, 252-948-3923)
NCDENR Marine Fisheries (Kevin Hart, 252-948-3985)
NCDENR Public Water (Siraj Chohan, 919-715-3235)
NCDENR Water Quality (Kim Colson 919-733-5083, Ext. 540)
NCDENR Water Quality/Surface Water Protection (Al Hodge, 252-946-6481)
Embarq, Hester Jones
Dominion Power, Troy Lindsey
Local Volunteer Fire Chief
Charter Communications, Sam Scilabba
Currituck County Schools (Bruce MacDonald, 252-232-2223)

**The following items are necessary for resubmittal:**
- 3 - full size copies of revised plans.
- 1 - 11”x17” copies of revised plans.
- 1- PDF digital copy of all revised documents and plans.

# CASE ANALYSIS FOR THE BOARD OF COMMISSIONERS April 5, 2010 PB 09-28 Maple Commerce Park

**ITEM:** PB 09-28 Maple Commerce Park, Preliminary Plat/Special Use Permit, for an 11 lot commercial subdivision.

**LOCATION:** 204 Airport Road, adjacent to the Currituck County Airport and behind the Currituck County Cooperative Extension Building, Crawford Township.

**TAX ID:** 0052-000-014A-0000

**ZONING DISTRICT:** Heavy Manufacturing (HM) Zoning

**PRESENT USE:** Open Space/Recreation Area/County Wellfield

**OWNER:** Currituck County
PO Box 39
Currituck, NC 27929

**DEVELOPER:** Currituck County, Peter Bishop
PO Box 39
Currituck, NC 27929

**ENGINEER:** Hyman & Robey
PO Box 339
Camden, NC 27921

**LAND USE/ZONING OF SURROUNDING PROPERTY:**

| | Land Use | Zoning |
|---|---|---|
| **NORTH:** | Farmland/Woodland/Single Family | A/GB/RA |
| **SOUTH** | Farmland/ Woodland /Single Family | A/GB/C/RA/HM |
| **EAST:** | Farmland/ Woodland /Single Family | A/GB |
| **WEST:** | Woodland | A/RAD Overlay |

**LAND USE PLAN CLASSIFICATION:** The 2006 Land Use Plan classifies the site as **Full Service** within the **Barco-Coinjock-Airport** subarea.

**SIZE OF SITE:** 109.68 acre subdivision, part of 530 acre tract.

**STREETS:** The streets will be built to NCDOT design and construction standards utilizing road side swales. The developer intends to offer the streets for public dedication.

**UTILITIES:** The development will be served by county water. A commitment letter and generalized wastewater plan has been submitted confirming the county's commitment to providing wastewater for the commerce park.

**OPEN SPACE:** Open space is not a requirement for commercial subdivisions. However, 2.68 acres of open space are being provided.

**COMMUNITY FACILITIES:** Although not required, approximately 8,872 linear feet of pedestrian/multi use trail will be provided around the perimeter of the subdivision. This amenity has the ability to be used by the public as well as the tenants of the commerce park.

## I. NARRATIVE OF REQUEST:

- Currituck County proposes to subdivide 109.68 acres for the development of an eleven (11) lot commercial subdivision adjacent to the Currituck County Airport.
- A 32.32 acre residual parcel that is mostly wetland will be protected and ownership maintained by the County. Thirteen (13) existing wells, which are utilized by the county to provide water, are located in the residual tract along the eastern and northern borders. The county designed the subdivision to prevent lots and any other development within the 100' wellhead protection setback. Additional requirements for a 500' wellhead protection setback are included in the restrictive covenants for the subdivision.
- The subdivision was designed in a way that minimizes clearing, allows stormwater to work with the natural topography, utilizes native plant species, and low impact development (LID) stormwater techniques.

## II. OUTSTANDING TECHNICAL REVIEW COMMITTEE COMMENTS:

**Planning:**

- Provide a Traffic Analysis.
- Indicate the surface material of the path.
- Consider a connection for the trail along the northwest corner of the property. The trial dead ends into Terminal Road adjacent to lot 5 and lots 11.

**County Engineer:**

- A stormwater pond downstream analysis should be provided with recommendations for improvements at least to the south side of Short Cut Road.
- Make sure there are adequate drainage easements along lot lines for properly sloped drainage swales and maintenance needs.

## III. QUESTION(S) BEFORE THE BOARD:

**Special Use Permit Criteria and Staff Findings:**

Special use permits (SUP) are intended to allow the Board of Commissioners flexibility in the administration of the UDO. Through the SUP procedure, property uses which would otherwise be considered undesirable in certain districts can be developed subject to conditions of approval to minimize any negative effects they might have on surrounding properties.

In order to approve an SUP, certain criteria must be satisfied. The criteria and suggested findings of fact are outlined as follows:

1. Completeness of application.
   **Suggested Findings:**
   a. The application is complete.

2. The proposed use is among those listed in the Table of Permissible Uses as a special use indicated with an "S".
   **Suggested Findings:**
   a. Section 10.3 of the UDO requires that all major subdivisions obtain a special use permit at the time of preliminary plat.

3. The conditions proposed meet or exceed the minimum requirements of this ordinance.
   **Suggested Findings:**
   a. The conditions proposed meet and exceed the minimum requirements of this ordinance.

4. The special use will not endanger the public health or safety:
   **Suggested Findings:**
   a. The proposed subdivision should have little to no impact on public health or safety.

5. The special use will not injure the value of adjoining or abutting property and will be in harmony with the area in which it is located
   **Suggested Findings:**
   a. The proposed subdivision is adjacent to the airport and is zoned Heavy Manufacturing (HM). The proposed development is consistent with the vision in the 2006 Land Use Plan as well as the Maple-Barco Small Area Plan.

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

**Suggested Findings:**

a. The 2006 Land Use Plan classifies this site as Full Service within the Barco-Coinjock-Airport subarea. The proposed development is consistent with both the Land Use Plan and Subarea classifications.

   The sub area policy emphasis for the Barco/Coinjock/Airport area envisions this area emerging as the principal community center serving the central mainland.

b. The proposed use is in keeping with the policies of the Land Use Plan, some of which are:
   - POLICY ED1: NEW AND EXPANDING INDUSTRIES AND 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 of Currituck County.

   - POLICY ED2: CAPITAL EXPENDITURES for the purpose of economic development shall be targeted toward areas that are most suited for development. Targeted areas should include raw land as well as the revitalization and reuse of currently unused or underutilized structures, sites and infrastructure. Targeted areas primarily include those located within the Full Service Areas identified on the Future Land Use Map and to a lesser extent those included in the Limited Service Areas.

c. This development is located within and consistent with the Employment Classification of the Maple-Barco Small Area Plan. Areas designated as employment are anticipated for land uses that will generate economic activity or job growth. This includes uses such as offices, technology research and development, aviation related industries, and environmentally friendly manufacturing and industrial uses such as assembly, wholesaling, and distribution. Areas designated as employment should be encouraged to develop in mixed use or campus like settings with generous, linked open space to maximize value, promote visual quality, and encourage pedestrian activity between employment areas and areas of supporting uses such as retail, restaurants, and residential.

d. The proposed use is in keeping with the policies of the Maple-Barco Small Area Plan, some of which are:
   - **ED4:** To encourage economic development and job creation, pursue expansion projects consistent with those outlined in the Airport Master Plan including: runway expansion, parallel taxiway, instrument approach, construction of new passenger terminal facility, and additional commercial hanger space.

- **ED1:** Actively promote and establish aviation related businesses in the Maple Commerce Park and Currituck Airport.

7. The special 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. Such facilities must be in place or programmed to be in place within two years after the initial approval of the plan (sketch plan in the case of major subdivisions).
   **Suggested Findings:**
   **a.** The county has adequate public facilities to service this subdivision.

**IV. STAFF RECOMMENDATION:**

The submittal appears to meet all of the requirements for preliminary plat/SUP, and **staff recommends approval** of this plat/SUP subject to the findings of fact and the following conditions:

1. A traffic analysis should be conducted prior to final plat approval.
2. Indicate the surface material of the path.
3. Reflect a connection for the path along the northwest corner of the property. The trial dead ends into Terminal Road adjacent to lot 5 and lots 11.
4. A stormwater pond downstream analysis should be provided with recommendations for improvements to the south side of Short Cut Road.
5. Make sure there are adequate drainage easements along all lot lines for properly sloped drainage swales and maintenance needs.
6. For so long as the wells within the Maple Commerce Park exist for public water resources, the following conditions shall apply:
   - In no case shall hazardous materials or other deleterious substances be stored, handled, treated, used, produced, recycled, or disposed of in a way that would pose a significant groundwater hazard within the Maple Commerce Park.
   - Land uses or activities for the designated lots that pose a significant hazard to the County's groundwater resources resulting from storing, handling, treating, using, producing, recycling or disposing of hazardous materials or other deleterious substances shall be prohibited within the 500' wellhead protection area shown on the preliminary plat. These land uses and activities include, but are not limited to:
     (a) On-site community sewage disposal systems.
     (b) Hazardous liquid pipelines.
     (c) Solid waste landfills.
     (d) Solid waste transfer stations.
     (e) Liquid petroleum refining, reprocessing and storage.
     (f) Bulk storage facilities for petroleum products and chemicals.
     (g) The storage or distribution of gasoline.
     (h) Hazardous waste treatment, storage and disposal facilities.

(i) Chemical manufacturing, including but not limited to organic and inorganic chemicals, plastics and resins, pharmaceuticals, cleaning compounds, paints and lacquers, and agricultural chemicals.
(j) Dry cleaning establishments using the solvent perchloroethylene.
(k) Primary and secondary metal industries that manufacture, produce, smelt or refine ferrous and non-ferrous metals from molten materials.
(l) Wood preserving and wood products preserving.
(m) Mobile fleet fueling operations.
(n) Other uses and activities determined by the County Manager or designee to pose a significant groundwater hazard to the County Mainland groundwater supply.

7. The required improvements shall be installed and accepted prior to submission of final plat approval for each phase.
8. In accordance with the UDO, the applicant shall create a sewer district for the proposed development.
9. Low impact development techniques should be integrated in the project to manage treatment of stormwater. (WQ3, WQ6, WQ7)
10. Internal pedestrian circulation shall be required for all commercial areas through the use of clearly defined walkways. (CD8, CD9)
11. Landscape islands shall be incorporated into parking areas. (LUP CD7, CD8, CA3)

## V. PLANNING BOARD RECOMMENDATION:

The Planning Board **recommended approval** of the preliminary plat/special use permit with the findings of fact and staff recommendations included in the case analysis and the following condition:

- Check to ensure the water quality will not be affected by the old landfill.

**PLANNING BOARD DISCUSSION (3-9-10)**
Mr. Kovacs asked when this park is done will there be a traffic light on US158.

Mr. Robey provided a map that shows the location of the YMCA, athletic park, and Commerce Park. The county has identified that a traffic impact analysis should be performed.

Ms. White stated staff has been working with the Currituck Goes Green Committee which involves the NC Coastal Studies Institute, NC Sea Grant, and NC Cooperative Extension. They all have been working together to make the site more green for this type of development.

Mr. Robey showed where the stormwater drainage will be placed on the site and discussed the types of plants within the ponds. Sewage will be handled with a sewage treatment facility that will be constructed on site.

Mr. Snowden stated he is not opposed to the project but he is concerned with developing this property which is adjacent to an old landfill that has relic contamination. This should be disclosed in the covenants. Mr. Snowden is concerned with the impact it may have on agricultural property and with the increased traffic on Maple Road. Mr. Snowden asked to restrict industrial park traffic on Maple Road. The park needs to have restrictions on full cut-off fixtures. Mr. Snowden wants to make sure this project is compatible with the airport.

Mr. Robey stated they discussed the location of the stormwater ponds with Harry Bailey, Division of Water Quality, and they have been set back an additional 100 feet. They are not within 200 feet of either one of the wellheads. Mr. Robey stated they have not been made aware of any contamination issues on the property.

Mr. West stated that Mr. Snowden was exactly right that there was a longtime landfill which was not regulated in any way.

Mr. Robey stated he will have Pat Irwin look into it.

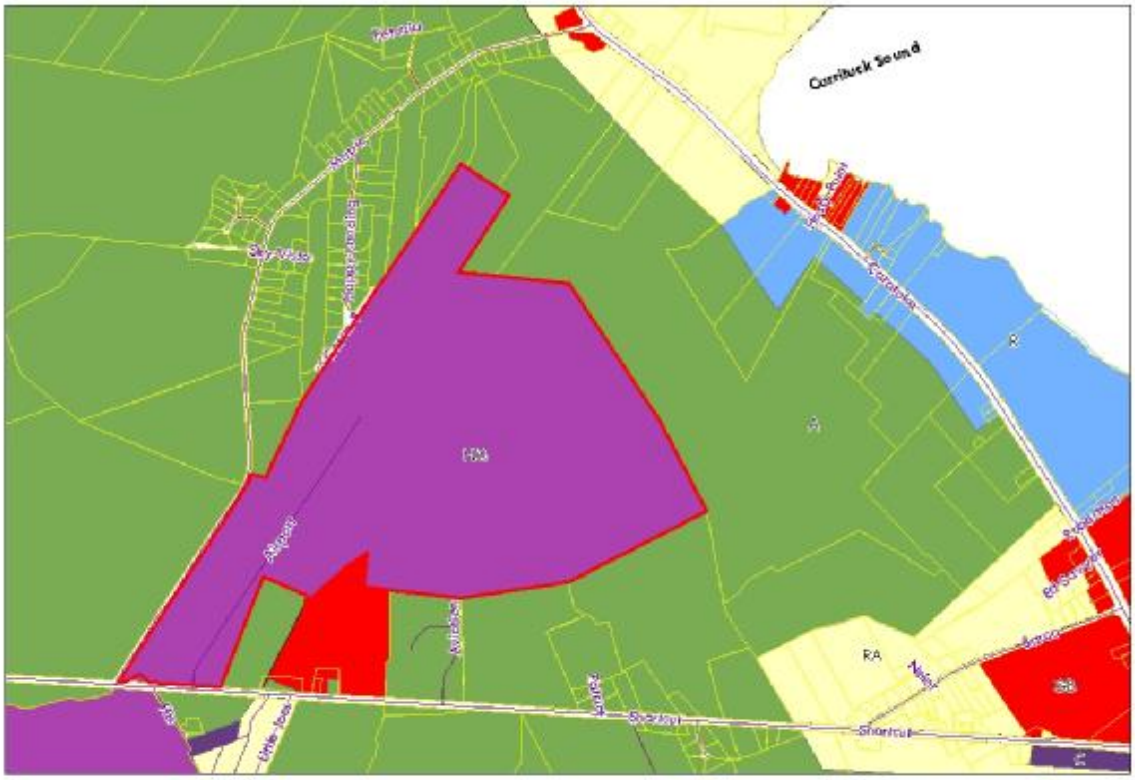
Mr. Woody stated the long term quality of the drinking water supply is the number one priority of the county.

**ACTION**
Mr. Kovacs move to ***approve*** PB 09-23 Maple Commerce Park with the findings of fact and staff recommendations included in the case analysis and the following condition:

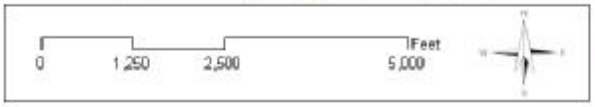
- Check to ensure the water quality will not be affected by the old landfill.

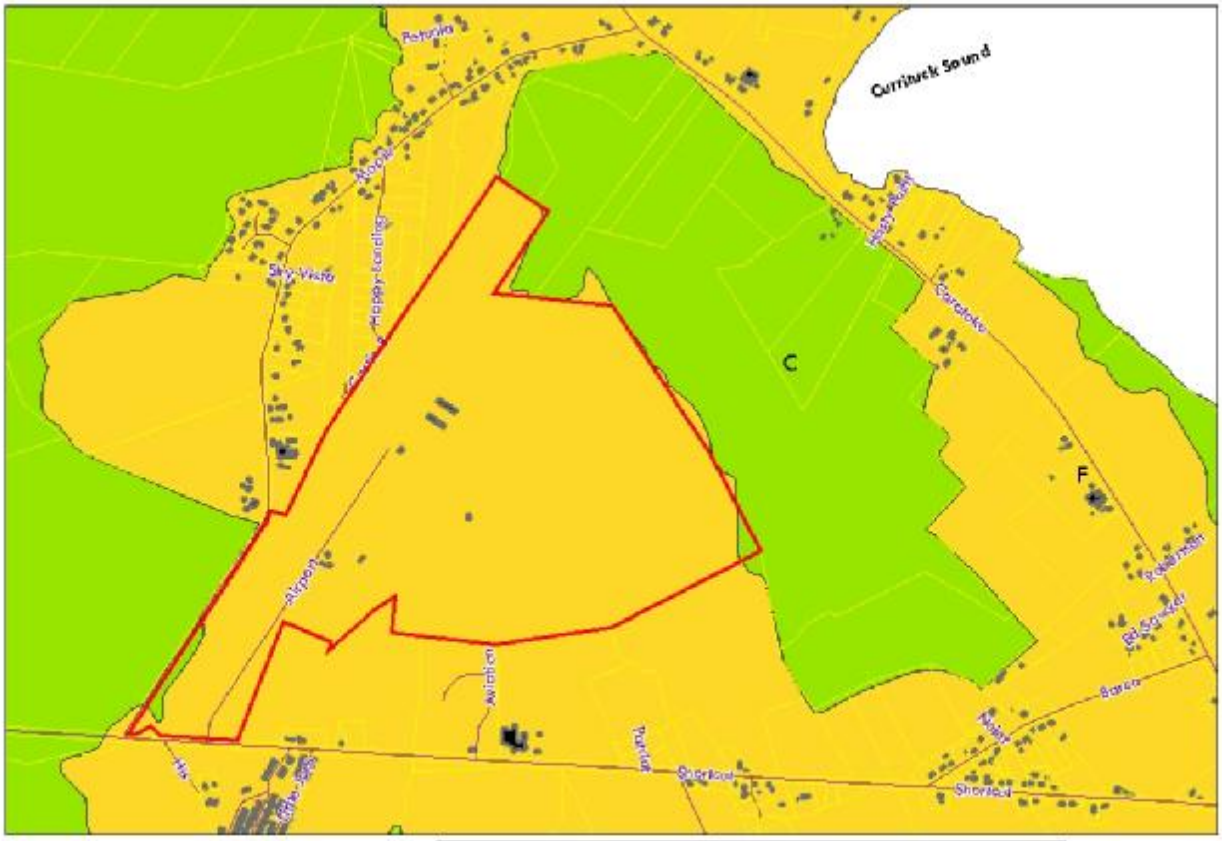
Mr. Clark seconded the motion. Motion carried unanimously.

**PB 09-28: Maple Commerce Park**
**Preliminary Plat/SUP**




**PB 09-28: Maple Commerce Park**
**Preliminary Plat/SUP**
**Zoning**






**PB 09-28: Maple Commerce Park**
**Preliminary Plat/SUP**
**Future Land Use**

0 1,250 2,500 5,000 Feet

**TRC Comments**

**MEMORANDUM**

**To:** Sean Robey, Hyman & Robey Engineers
Peter Bishop, Economic Development Director
Dan Scanlon, County Manger

**From:** Holly White, Senior Planner

**Date:** February 11, 2010

**Re:** Maple Commerce Park- Preliminary Plat TRC Comments

---

A preliminary plat for the Currituck County Maple Commerce Park was submitted on February 1, 2010. The County staff has reviewed the preliminary plat and has the following comments:

**Planning, Holly White:** Approval with Corrections

- Provide a Traffic Analysis
- Reflect sight triangles at each intersection within the subdivision.
- Reflect the proposed location of the path.
- Provide waste water system connection details.

**Staff Comments to consider:**

◊ UDO Section 5.8.3: Existing vegetation along the street rights of way could meet the requirements for street trees if the vegetation is retained. If existing vegetation will be used to satisfy the street tree requirement, then legal documentation must be provided to ensure trees are retained in perpetuity. If street trees are planted, consider installing native, drought tolerant trees.

**Soil and Water, Mike Doxey:** Approved

The plants pickerel weed and bur reed are the only two plants that grow in prolific numbers locally to be dug up in the wild and replanted here. All the other plants will have to be purchased at $1 to $3.00 dollars per plant. We can place them on 3 foot centers so the math is easy to figure out total cost. We have an abundant supply of spadderdock that grows locally that we can dig up and plant.

**County Engineer, Eric Weatherly:** Approved with Corrections

1. Do not let the stormwater pond outlets cross within the well head 100' protected radius zone
2. Suggest locating the fire hydrants on property lines.
3. Do not allow Lot 8 to encroach on the well head 100' protected radius zone.
4. The restrictive covenants are to be amended to reflect the changes in the lot layout and which have lots have restrictions due to being in the well head 500' protected radius zone.
5. Indicate the plans for sewer.
6. A stormwater pond downstream analysis should be provided with recommendations for improvements at least to the south side of Short Cut Road.
7. Make sure there are adequate drainage easements along lot lines for properly sloped drainage swales and maintenance needs.

**Utilities, Pat Irwin/Leland Gibbs:** Approved with Corrections

1. Move the hydrant assembly from lot 8 to the cul de sac on the south side of Terminal drive so it can be utilized as a line blow off. Remove the 10" valve from lot 8.
2. Move the hydrant from lot 2 and place it on lot 6 so it is on the same side of the road as the water main.

**Fire Marshal, James Mims:** Approved

**Parks & Recreation, Jason Weeks:** Approved

**GIS, Harry Lee:** Approved

Because of the size of the proposed lots, addresses will not be assigned by GIS during the subdivision process. Lot addresses will be assigned when a site/lot specific development plan is submitted.

Each lot will be assigned a unique Parcel ID number after the final plat is recorded. Street names have been approved.

**Spence Castello, Chief Building Inspector**: Approved

**Albemarle Regional Health Services, Joe Hobbs:** Reviewed

Consult with NC Division of Water Quality (Washington Regional Office) 252.946.6481) concerning large water treatment plant approval for this proposed subdivision. Please send a copy of the approved wastewater treatment plant plans to the Health Department for review and knowledge.

**NC Division of Coastal Management, Charlan Owens:** No Comment

**NCDOT, Roger Ward:** Reviewed

**Land Quality, Pat McClain:** Approved
An erosion and sedimentation control plan is required.

**State Archeology, Lawrence Abbott:** No Comment

- No previously recorded archaeological sites noted in the project area. An archaeological survey is not recommended.

**Please note that comments were not received from the following:**
Peter Bishop, Economic Development Director
Susan Johnson, Sheriff
Siraj Chohan, NCDENR Public Water
Kim Colson, NCDENR Water Quality
Troy Lindsey, Dominion Power
Mary Beth Newns, Emergency Management
Roger Thorpe, NCDENR Environmental Management
Sam Scilabba, Charter Communications
Chris Daily, Crawford Volunteer Fire Department
Kim Ferrell, Agricultural Advisory Board Staff
Tom Steffens, Army Corps
Roger Lambertson, Airport
Bruce MacDonald, Currituck County Schools
Paul Jones, Centurylink

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

**MEMORANDUM**

**To:** Board of Commissioners

**From:** Planning Staff

**Date:** March 23, 2010

**Re:** PB 10-12 Currituck County – Roadside Markets Text Amendment

---

The attached text amendment to the Unified Development Ordinance clarifies how Roadside Markets are defined and regulated in Currituck County. The amendment request establishes a revised definition of Roadside Markets and Farmers Markets, and clarifies the signage exemption that applies to Roadside Markets.

At the direction of the Board of Commissioners staff conducted several meetings with the operators of local Roadside Markets to address the above mentioned concerns. A work session was also held with the Planning Board to draft the amendment language included in this request.

The outcome of the meetings was to establish separate definitions for Roadside Markets and Farmer Markets; close a loophole in the definition of Market by requiring that a minimum amount of agricultural and aquaculture products be sold; clarify that exempt signage be limited to the advertisement of agricultural and aquaculture products; and recognize the cultural heritage of agriculture products and local markets in Currituck County.

The Planning Board recommended unanimous approval at their March 9, 2010 meeting.

Attached also find a copy of the meeting minutes from the Planning Board work session held on January 28, 2010. Should you have any questions, do not hesitate to contact Ben Woody at 232-3055.

**PLANNING BOARD DISCUSSION (3-9-10)**
Mr. Snowden asked if he would be able to sell produce that he grows in front of his house.

Mr. Woody stated he would be allowed to sell under this text amendment.

**ACTION**
Mr. West moved to ***approve*** PB 10-12 Currituck County due to its consistency with the 2006 Land Use Plan and that the request is reasonable and in the public interest and promotes orderly growth and development. Ms. Wilson seconded the motion. Motion carried unanimously.

**PB 10-12 Currituck County**
**Roadside Markets**
**UDO AMENDMENT REQUEST**

An amendment to Chapter 2: Zoning Districts, Chapter: 7 Signs, and Chapter 17: Definitions to establish a definition of Roadside Markets and clarify the signage exemption.

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 2: Zoning Districts, Section 2.5 Permitted Uses Table is amended by adding the following underlined language:

**Section 2.5 Permitted Uses Table**

| **Use** | **LUC** | **Zoning Districts** | | | | | | | | | | | **Special** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ***Office & Service*** | | **A** | **RA** | **R** | **RO1** | **RO2** | **RR** | **GB** | **C** | **LBH** | **LM** | **HM** | **Requirements** |
| Roadside, Farmer, or Craft Markets | III | C | | | | | | Z | Z | Z | Z | Z | |

**Item 2:** That Chapter 7: Signs, Section 7.6 is amended by deleting the strikethrough language, adding the following underlined language and renumbering accordingly:

***Section 7.6 Temporary, Off-Premise Signs***

A. The following temporary off-premise signs are permitted without a sign permit or the payment of fees:

3. Temporary ~~Off-premise~~ signs advertising ~~the existence of~~:

a. An approved roadside ~~stand~~ market selling fruits or vegetables.

b. A farm or tract upon which are grown fruits or vegetables that may be picked or gathered by the purchaser.

c. Produce, seafood, or related agricultural products offered for sale at an approved roadside market.

d. No sign may exceed 32 square feet in surface area and must be well maintained. Such signs may not be erected more than 30 days before the seasonal opening of such enterprise and shall be removed no later than 30 days after the enterprise closes for the season.

**Item 3:** That Chapter 17: Definitions is amended by deleting the strikethrough language, adding the underlined language and reordering in alphabetical order the following definitions:

**Farmers or Craft Market**

An open air market where individual vendors offer for sale to the public f~~or the sale of~~ agricultural and aquaculture products or hand made goods. The products or goods offered for sale are generally produced by the individual vendors.

**Roadside Market**

A building or open air market used for the seasonal retail sale of agricultural and aquaculture products. A minimum 75 percent of floor space shall be devoted to selling produce, seafood, or related agricultural products.

**Item 4:** 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 5:** This ordinance amendment shall be in effect from and after the _____ day of _____, 200__.

_____
Board of Commissioners' Chairman
Attest:

_____
Gwen H. Keene
Clerk to the Board

DATE ADOPTED: _____
MOTION TO ADOPT BY COMMISSIONER: _____
SECONDED BY COMMISSIONER: _____
VOTE: ____AYES_____NAYS_____
**********
PLANNING BOARD DATE: _____
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: _____

**Farmers Market Meeting**
**January 28, 2010, 4:00-5:00 p.m.**
**Historic Building Conference Room**

Attendance:
W. Harvey Roberts, Roberts Ridge Farm Market
Joseph Howington, Tarheel Produce
EddiJo Powell, Powells Roadside Markets, Inc.
William Powell, Powells Roadside Markets, Inc.
Paul Rose, Rose Produce & Seafood Market
Ben Woody, Currituck County Planning Director
Stacey Smith, Code Enforcement Officer

Planning Board Members:
Forrest Midgette
Manly West
Jim Clark
Joe Kovacs
Fannie Newbern
William Etheridge

Mr. Woody stated the goal today is to agree upon the definition of a farmers market and any exemptions that accompany a farmers market. Mr. Woody read the following definition for a farmers market, "An open air market or road side stand for the seasonal retail sale of agricultural and aquaculture products. A minimum of 75 percent of floor space shall be devoted to selling produce, seafood, or related agricultural products."

The group discussed other products sold other than produce which is baked goods, fudge, fireworks, and beach ware.

Mr. Roberts stated he sells his sweet corn on a cotton trailer which is portable.

The group discussed the difference between a farmers market and road side market.

Mr. Woody asked the group if they would like to do away with calling it a farmers market and call it an open air road side market.

Mr. West stated a farmers market and road side market should be defined.

Mr. Woody stated that if the county received a complaint about someone running a road side market they would have guidelines that require 75 percent of floor space devoted to selling produce, seafood, or related agricultural products.

The group talked about fruit stands that pop up on the weekends and if they have to be approved by the Planning Board.

Ms. Smith stated they have to have permission from the property owner and they have to remove their goods at the end of the day.

The group agreed to go with the following definition, "Roadside Market: A building or open air market used for the seasonal retail sale of agricultural and aquaculture products. A minimum of 75 percent of floor space shall be devoted to selling produce, seafood, or related agricultural products."

Mr. Woody stated staff will prepare a separate definition for farmers market.

**Signage:**

Mr. Clark asked if they are just looking at signage for road side markets.

Mr. Woody stated yes.

Mr. Midgette stated with the way the economy is he feels there should be no change made on signage.

Mr. West agrees with Mr. Midgette.

Ms. Powell asked that the existing road side markets be grandfather.

The group discussed the current language for Farmer Markets Signage Exemption. They discussed temporary off-premise and on-premise signage and signs being removed within 30 days of the seasonal opening and closing vs. 15 days. The group stated that signage needs to be neat and well kept.

Mr. Kovacs asked what if a new business wants to come in as a road side market; would they be grandfathered in with the existing markets.

Mr. Woody stated it could be written either way, depending on if the recommendation was to grandfather the existing markets or to leave it open ended.

Mr. Kovacs stated to grandfather the existing markets, but put a limit of the number on signs for new markets.

Mr. West stated he would like it so new markets can be on the same playing field as the existing markets.

The group recommended the following:

**~~Farmer Markets Open Air~~ Roadside Markets Signage Exemption**

- Temporary ~~off-premise~~ signs advertising ~~the existence of~~:
  - A<u>n approved</u> roadside ~~stand~~ <u>market</u> selling fruits or vegetables.
  - A farm or tract upon which are grown fruits or vegetables that may be picked or gathered by the purchaser.
  - <u>Produce, seafood, or related agricultural products offered for sale at an approved roadside market</u>.
  - No sign may exceed 32 square feet in surface area <u>and must be well maintained</u>. Signs must be erected and removed within 30 days of the seasonal and closing.

Mr. Woody stated that from the standpoint of enforcement of signage the reason the road side markets get an exemption is because they relate to the culture and heritage of Currituck County; then should the signage stay true to this and only advertise produce, seafood or agricultural products.

The group recommended that sign contents be limited to the 75 percent of floor space devoted to produce, seafood, or related agricultural products.

# CURRITUCK COUNTY TRANSITION PLAN

## 1. Organizational Model for the Child Support Enforcement (CSE) Program

In November, 2009 Currituck County entered into an agreement with 11 Counties located in the Northeast corner of North Carolina to issue a request for proposal for performance of Child Support Enforcement services in accordance with Title IV-D of the Social Security Act (42 USC § 651-669), Article 9 of Chapter 110 of the North Carolina General Statutes, and all implementing regulations. In April, 2010 the Board of Commissioners of Currituck County voted to enter into an agreement with YoungWilliams, P.C. to operate the child support program for the County. A copy of the proposed contract is attached to this Transition Plan (Attachment 1). The child support program will fall under the administrative responsibility of the Department of Social Services effective July 1, 2010. The following chart shows the organization structure of the County:

YoungWilliams will begin immediately on its transition plan for Currituck County's child support program. The contract documents should be finalized by April 15th, 2010.

## 2. Office Space/Facility

Currently, the child support program is located in offices at 7601 Virginia Dare Trail, Nags Head, North Carolina, in space leased by the State of North Carolina. As the contractor for the County, YoungWilliams plans on seeking new space that is centrally located for use by residents of Currituck and Dare Counties. One of the first tasks will be to locate new facilities ensuring that the facilities meet all requirements described in the Administrative Rules and Americans with Disabilities regulations and meets all Federal IRS security regulations as found in Publication 1075.

## 3. Budget

YoungWilliams will be submitting a monthly invoice to the County for 1/12th the annual contracted amount of $155,216.00 for the first year agreement. YoungWilliams contracted amount includes costs associated with legal representation, court filing fees, and genetic testing. Other than YoungWilliams fee, the only other significant direct expense for DSS will be the building lease. The County will also be seeking indirect costs for sheriff and court services. The Department of Social Service fiscal office will be responsible for submitting the DSS-1571 and other budget forms; while the County Finance office will be responsible for verifying expenses to ensure accuracy and appropriateness. Currituck County will seek reimbursement for any County start-up costs in FY 2009-10.

## 4. Staffing/Positions

As part of their contract, YoungWilliams will be responsible for the selection of and hiring of all staff. YoungWilliams has committed to interviewing and hiring all current qualified staff at their current salaries. YoungWilliams will create an organizational structure that features independent functional teams, experienced leaders, and the corporate oversight and resources necessary to ensure the project's success. Positions include:

- Project Manager – this position will provide oversight for all the YoungWilliams managed projects located in Ahoskie, Edenton, Elizabeth City, and Nags Head area.
- Office Manager – this position will lead the establishment, enforcement and customer service operations of the program.
- Attorney – YoungWilliams intends to interview the current contracted attorneys.

- Case Specialists – responsible for completing follow-through actions on establishment and enforcement referrals.
- Office Assistants – provide outstanding customer service to both internal and external customers.

The positions will be specialized to a certain extent and some adjustments will be made after the initial review of current office procedures is made. A copy of the proposed organization chart is attached to this transition plan (Attachment 2).

YoungWilliams will begin the recruitment and hiring process immediately (March 2010) with an initial group meeting for current CSE staff scheduled to be held during the week of March 8, 2010 to provide employment information and to arrange interviews.

**5. Office Furnishings and Equipment**

The State has provided the County with an inventory list showing the existing equipment and furniture available for transfer to the County. The County will make available to YoungWilliams any equipment and furnishings that have been transferred from the State to the County for CSE operations. The equipment will be provided at no cost to the Contract Provider, but will be available for use only in the County operation for the duration of the contract.

YoungWilliams plans to install or replace computers, phone systems, office equipment, and furniture, as needed to update the office. They will bear all costs as part of their contracted fee.

**6. Legal Services**

Child Support legal services are currently being provided by contract with local attorneys. YoungWilliams will be responsible for securing a contract for legal services and intends to interview and retain the services currently provided if possible. A sample contract for legal services is attached (Attachment 3).

As part of their contracted services, YoungWilliams will be working with the clerk of court, the sheriff's department and the district court judges to ensure a smooth and seamless transition of services from the State to the County. Within the month of March, YoungWilliams will seek meetings with all parties involved.

## 7. Security

In seeking a new office for the Child Support Program, the County and YoungWilliams will ensure that the location meets all IRS regulations found in Publication 1075. YoungWilliams IT will work closely with the State during transition to ensure that the computer network complies with State (ITS and DIRM) security standards.

YoungWilliams will be creating a security plan and a disaster plan that will be available for review prior to the July 1st start-up date.

## 8. Program Performance

The DSS Director will be the contract administrator for the Child Support Program and will conduct regular audits and monitoring of program performance to ensure the program meets all State and Federal requirements. DSS plans to continue to regularly meet with State program representatives regarding policy requirements and performance issues.

YoungWilliams will submit monthly reports to DSS concerning the CSE Program performance and will provide quarterly and annual updates to the DSS Board and the Board of County Commissioners. Goals for the Program will be established based on the State's annual performance goals with an emphasis on meeting and exceeding all State and federal performance measures.

## 9. Staff Training

YoungWilliams will be responsible for developing an ongoing training program for existing and new employees ensuring that staff has the necessary skills and knowledge to meet program expectations.

## 10. Public Relations

YoungWilliams and the County will work with the Public Information Office to prepare a comprehensive plan in coordination with the State, DSS and YoungWilliams, P.C. informing the citizens of the County of any changes in operations that may affect child support services via all available media to include area newspapers, web pages, radio and government TV stations. The press release will include information about the hours of operation, location of services, and any phone service changes.

**11. Key Partners**

The County will work with YoungWilliams, P.C. to coordinate meetings with community and other agency partners to build relationships designed to make the program a success and to ensure a smooth transition of the program from the State to the County.

**12. Start Up Date**

Effective July 1, 2010, Currituck County will assume responsibility for administration of the Child Support Program through contract with YoungWilliams, P.C. We do not anticipate any obstacles that could delay transition.

## Certification

The Child Support Transition Plan was approved by the Bertie County Board of Commissioners on _____.

_____ _____

S. Paul O'Neal
Chairperson, Currituck County Board of Commissioners Date

_____ _____

County CSE Transition Lead Date

# ATTACHMENT ONE

# DRAFT CONTRACT BETWEEN COUNTY AND YOUNGWILLIAMS

# CONTRACT FOR CHILD SUPPORT ENFORCEMENT SERVICES

This Agreement is made and entered into this _____ day of _____, 2010, by and between YoungWilliams, P.C., a foreign corporation which is authorized to do business in the State of North Carolina, hereinafter referred to as "Contractor", and Currituck County, North Carolina, hereinafter referred to as "the County". This Agreement is made pursuant to the authority conferred upon the County pursuant to N.C. Gen Stat. Section 110-141 and N.C. Gen Stat. Section 153A-259.

**WITNESSETH:**

Whereas, the County is authorized to contract with any governmental agency, person, association, or corporation for the provision of social services; and

Whereas, the County is required to operate a program for child support enforcement pursuant to the authority conferred upon it by the North Carolina General Assembly; and

Whereas, the County and the Contractor have negotiated a contract for the performance of certain technical and professional services, and the County wishes to enter into an agreement with Contractor to become the Designated Representative as that term is defined in N.C. Gen. Stat. Section 110-129(5) for the County and operate the Child Support Enforcement Program therein; and

Now, therefore, in consideration of the mutual promises set forth herein, the parties agree as follows:

**1.0 Scope of Work – Performance**

Contractor agrees to perform all the duties and obligations set forth in the Attachment "A" which is made a part of this contract as though fully written herein.

The Contractor will provide the total administration of the IV-D Child Support Enforcement Program in the County consistent with all Federal and State Laws. This will be accomplished by working in close relationship with the County and all other agencies attendant to the Child Support Enforcement Program.

**2.0 Amendment**

Contractor shall sign such additional documents required by Federal or State Law in order to accomplish the purpose of this contract.

No modification or change of any provision in this Contract shall be made, or be construed to have been made, unless such modification is agreed to in writing by the

Contractor and the County, and incorporated into a written amendment to the Contract. Except, County has the right to require revision made in the scope of work necessary to meet new or revised rules, regulations, laws, policies, and standards. Such written requests shall be made by the Contract Administrator. Contractor shall advise the County upon receipt of any information pertaining to changes in law, rules, and regulations affecting the operation of the Child Support Enforcement Program. It shall be the responsibility of the Contractor to keep its staff up to date about all changes. Any changes required by law or regulation in order for the Contractor to meet its duties as defined in this Agreement shall not necessitate an amendment to this Contract.

**3.0 Contract Period and Compensation**

Contract shall commence on July 1, 2010 and shall continue until June 30, 2011 ("a contract year"). This Contract is contingent upon receipt of Federal funding; any reduction or withdrawal of funding shall constitute grounds for County to forthwith terminate all or portion of this contract.

This agreement shall automatically renew at the end of each contract year for up to three (3) additional one (1) year periods upon the same terms and conditions as set forth herein. The compensation for each contract year shall be as follows:

| | |
|---|---|
| Year One (1) | $ 155,216.00 |
| Year Two (2) | $ 156,960.00 |
| Year Three (3) | $ 156,960.00 |
| Year Four (4) | $ 156,960.00 |
| Year Five (5) | $ To be determined – Not to exceed $161,669.00 |

**4.0 Termination for Default**

If the Contractor shall fail to perform its Contractual obligations and duties, after having been given a reasonable opportunity to do so, the County shall thereupon have the right to terminate this Contract by mailing written notice to the Contractor of such termination and specifying the effective date thereof. A reasonable opportunity to perform under this Contract is defined as within ten (10) days of notification of default.

The Contractor is not deemed to have failed to perform if its failure is the result of substantial and/or material breach of Contract by the County or a substantial and/or material mistake/error by the State of North Carolina making compliance impossible or impracticable.

4.1 Payments Upon Default

In the event of termination for default, the Contractor shall be paid pro-rata compensation for services rendered up to the effective termination date less any monies owed the County.

4.1.1 Liability Upon Default

If the Contract is terminated for default, the Contractor shall be liable to the County for any and all damages of any type and nature sustained by the County and arising out of or relative to said breach. In such event, the County shall have the right to pursue Contractor for any and all legal remedies available to the County as a result of said default including pursuing payment on Contractor's bond provided as an incident and condition of this Contract.

**5.0 Facilities**

County will provide office space including on-site parking. Contractor is responsible for maintenance, utilities, janitorial, trash disposal, telephone service and IT support. County will be entitled to a credit for the actual and reasonable rental cost of the office space to be deducted from the compensation provided in paragraph 3.0.

**6.0 Termination for Convenience**

(a) The County may terminate without cause in whole or in part whenever for any reason, in its sole discretion, the County shall determine that such termination is in the County's best interest. If the County terminates the Agreement for convenience, the Contractor shall be paid a pro-rata compensation for services rendered up to the effective termination date, less any monies owed the County.

(b) In the event that the County exercises its right to terminate the contract for convenience, the County shall notify the Contractor at least sixty (60) days prior to such termination.

6.1 Transition

Contractor will ensure the integrity of all data during the period between the decision to terminate through the date of termination. The Contractor will make staff available to the County to assist in the transition from Contractor to County operations.

**7.0 Assignment**

The Contractor shall not assign or transfer any interest in this Contract.

**8.0 Place of Contract**

It is agreed between the parties hereto that the place of this Contract, its situs and forum, shall be in State Courts of North Carolina in the County, and in said County and State shall all matters, whether surrounding in Contract or tort relating to the validity, construction,

interpretation, and enforcement of this Contract be determined. The office for actual operations shall be determined by agreement between County and Contractor.

**9.0 Waiver of Breach**

Waiver of any breach of any term or condition of this Contract shall not waive any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by written instrument signed by the parties hereto.

**10.0 Indemnification**

Contractor shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorneys fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of/or the willful act or omission of Contractor, his agents, employees and subcontractors.

**11.0 Insurance**

Contractor shall maintain insurance from companies licensed to write business in North Carolina and acceptable to the County, of the kinds and minimum amounts specified below.

11.1 Certificates and Notice of Cancellation

Before commencing work under this contract, Contractor shall furnish the County with certificates of all insurance required below. Certificates shall indicate the type; amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the County.

11.2 Workers Compensation and Employers Liability Insurance

Covering all of the Contractor's employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and employer's liability insurance providing limits at least in the amount of $100,000/500,000/100,000 applicable to claims due to bodily injury by accident or disease.

11.3 Commercial General Liability

Including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures. The policy shall provide liability limits at least in the amount of $1,000,000 per occurrence, $2,000,000 aggregate, combined single

limits, applicable to claims due to bodily injury and/or property damage. The County shall be named as an additional insured under this policy.

11.4 Automobile Liability Insurance

Covering all owned, non-owned and hired vehicles, providing liability limits at least in the amount of $500,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage.

11.5 Professional Liability Insurance

The Contractor will be required to take out and maintain Professional Liability Insurance providing liability insurance limits at least in the amount of $1,000,000. The Contractor will be required to maintain this coverage for a period of at least two (2) years beyond substantial completion of the contract.

11.6 Employee Dishonesty Coverage

Including coverage for loss due to the dishonest acts of Contractors employees while acting alone or in collusion with other limits of coverage shall be at least in the amount of $100,000 per employee/loss. The County shall be named additional insured.

**12.0 Performance Bond**

No performance bond shall be required.

**13.0 Independent Contractor**

It is mutually understood and agreed that Contractor is an independent contractor and not an agent of County, and as such, Contractor, his or her agents and employees shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, worker's compensation, or pension or retirement benefits.

**14.0 Compliance with Civil Rights Laws – Equal Opportunity Employment**

The Contractor hereby assures that it shall comply with Title VII of the Civil Rights Act to the end that no person shall, on the grounds of age, race, creed, sex, or national origin be excluded from participation in, be denied the benefits of, be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.

The nondiscrimination clause contained in Section 202 Executive Order 11246 as amended by Executive Order 11375, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, age or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

Program for Employment of the Handicapped (Affirmative Action) Regulations issued by the Secretary of Labor of the United States in Title 20, Part 741, Chapter VI, subchapter V of the Code of Federal Regulations, pursuant to the provisions of Executive Order 11758 and Section 503 of the Federal Rehabilitation Act of 1973 and the Americans Disability Act of 1992 are incorporated herein.

**15.0 Force Majeure**

Neither the Contractor nor the County shall be deemed to have breached the contract if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes are specifically restricted to acts of God, fires, quarantine restrictions, freight embargos and/or State computer system failures not attributable to Contractor's negligence. If Contractor's failure to perform is not the result of causes beyond its control or acts of God, Contractor will be liable. Any change in market conditions and/or economic environment shall not constitute a force majeure.

**16.0 Invoices and Payments**

The County shall make payments for the invoiced amount by the 15th day of the month following the month of service or within fifteen (15) days of receipt of the invoice, whichever is later.

**17.0 Notices and Invoices**

Within a reasonable time after signing of this contract, the County will notify Contractor where all notices shall be delivered to the County. All invoices shall be delivered by the Contractor to the County Manager or their designee.

All notices shall be delivered to the Contractor at the address below or such other address or party as designated:

YoungWilliams, P.C.
Attention: Robert Wells, President
P. O. Box 23059
Jackson, Mississippi 39225

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

**18.0 Annual Audit Report**

The Contractor shall provide the County with a copy of its annual audit report prepared by the Contractor's external certified public accountant within one hundred twenty (120) days of the end of the Contractor's fiscal year. In addition, the Contractor shall provide to the County quarterly financial statement, upon request.

**19.0 Severability**

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end of the Terms and Condition of this Contract are declared severable.

**20.0 Contract Administrator**

The Contract Administrator for the County is the County Manager or their designee. Such other designation shall be in writing.

IN WITNESS WHEREOF, the Contractor and County have executed this agreement in quadruplicate, one of which is retained by each of the parties and one sent to the County, and an additional copy for the County Finance Director, effective the day and year first above written.

Currituck County, North Carolina

_____

BY:

Young Williams, P.C. d/b/a Child Support Services

_____

By: Robert Johnson,
YoungWilliams, P.C.
President of Operations

Attachment "A"

Contractor's Responsibilities

1. Establish and maintain a child support enforcement program in each County which complies with the provisions of Title IV, Part D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, Article 9, Chapter 110 of the North Carolina General Statutes, as amended, State laws and regulations, and to be completely responsible and accountable for the proper operation of such program. Complete manual is located at www.dhhs.state.nc.us/dss/.
2. Provide all child support enforcement services following standard and accepted child support best practices, policies and procedures and in doing so pursuing the best interest of the child(ren) for whom support is sought.
3. Provide testimony, evidence and support necessary for the establishment of paternity, establishment and enforcement of child support orders, and the review and modification of support orders pursuant to Federal and State laws, in civil, criminal and administrative forums. The choice of forum shall be based on the facts of each case, the judgment of legal counsel, and the best interest of the child.
4. Bring all court actions in the manner as prescribed by N.C. Gen. Stat. §110-130.1 and local rules of court. Notify the appropriate County official in a timely fashion of any judicial or administrative decision or settlement agreement that negatively affects the County's or State's interests and agree not to enter into any settlement which results in the County's or State's loss of revenue without prior approval. Service Provider may appeal any judicial or administrative order and shall cooperate with the State in the event the State chooses to appeal. In the event that Service Provider thinks that a decision needs to be appealed, the Service Provider shall consult with the appropriate County official prior to filing a Notice of Appeal. County will notify Service Provider within 30 days of signing the contract as to the name of the appropriate County official.
5. Utilize the State's automated systems in conjunction with other technology that affect the Child Support Enforcement Program. Any additional technology needs deemed necessary to assist Service Provider in carrying out its responsibilities shall be the responsibility of Service Provider. Service Provider shall retain all rights to such software developed by the Service Provider, at the Service Provider's expense to assist Service Provider in carrying out its duties under this Agreement. Software developed by the Service Provider at public expense shall be owned by the County. Such software, including source code, shall be returned to the County at the time of contract termination.
6. Service Provider is responsible for connectivity to the State's automated systems and any other automated systems, purchase and maintenance of hardware, on-going maintenance and any other applications.
7. Provide the location of the office or offices where daily operations are to be conducted and be responsible for the lease costs; provide necessary office equipment, utilities, furniture and any other related items to operate and maintain office space during the

term of the contract. Include a description of the proposed method of operations in any County proposed to not have a physical office.

8. Utilize documents produced by the State System. Any additional documents deemed necessary by Service Provider shall contain language recommended by the County and/or North Carolina Department of Health and Human Services.
9. Immediately respond to the State Child Support Enforcement's central office on any requests for case status or information. Such response shall contain sufficient information regarding the status of the case to permit the State to reply to the inquiring party.
10. Maintain all records as required by any laws or regulations enacted by the County DSS, State, and/or Federal governments. Service Provider will follow all standards for retention of files after case closure. Maintain sufficient space for storage of records produced under this contract. Maintain an inventory of all documents warehoused in order to expedite retrieval. Stored documents shall be made available to the County within two (2) workdays of the request.
11. Ensure that the child support office administrator and/or staff attend any meetings sponsored by the County and/or State or local courts or associations at which attendance is requested. Service Provider will make every effort to comply. Any and all travel expenses will be the exclusive responsibility of the Provider.
12. Train and manage staff assigned to the program. Maintain sufficient staff to serve all customers on a timely basis. In the event key personnel resigns or is terminated, Service Provider must inform the County immediately so that the vacancy can be filled without disruption of services. The Service Provider is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Service Provider represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County. Service Provider will not sub-contract without written approval from the County.
13. Refer any cases of fraud related to child support enforcement to the appropriate County and/or State officials.
14. Cooperate fully with the data collection and evaluation activities carried out by the County in connection with the services performed under this contract.
15. Develop along with the County a customer satisfaction survey which will be conducted annually. Results will be analyzed and reported within a specified time frame.
16. Provide relevant information immediately and file proof of claim with the bankruptcy court on behalf of the County in a timely manner in the event the Service Provider receives notice that an obligor has filed a bankruptcy petition.
17. Collect and report to the County any fees required to be charged under State or Federal law, regulation or policy.
18. Comply fully with the aforementioned and all other provisions of Title IV, Part D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, North Carolina General Statutes, and the program instructions issued by the County.

19. Cooperate, to the fullest extent allowed by law, with other County, State, and Federal entities. This provision also covers other entities operating Child Support Enforcement Programs pursuant to Title IV, Part D of the Social Security Act as amended.
20. Advise the County in writing within five (5) days of the receipt by the Service Provider of any notice of deficiency from the State or Federal government or any adverse audit results.
21. Cooperate with the County in answering customer complaints related to CSE in a timely manner.
22. All Child Support Enforcement case files will be maintained and used solely for child support purposes and safeguarded as provided in 45 CFR 303.21, N.C. Gen. Stats. §§110-139 and 108A-80. The Service Provider will comply with all other applicable laws and regulations in addition to those specifically set forth. Adhere to all confidentiality laws, rules, and regulations pertaining to the child support enforcement program.
23. Any information obtained through the Federal Parent Locator Services, as well as address and asset information obtained through the Internal Revenue Service must be safeguarded according to 45 CFR 303.70 and 26 U.S.C. §6103(p) 4. All personnel authorized to handle such tax-related information will sign an IRS Confidentiality Form, to be provided by the State, and will return the signed original to the State. The Service Provider will comply with all other applicable laws and regulations in addition to those specifically set forth.
24. Develop a plan to address indirect costs incurred in the program, specifically pertaining to reporting on the State form 1571 on behalf of each County.

**Exhibit "7"**

## Contract Language for General Services

I. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements.

(1) All work will be done under the supervision of the contractor or the contractor's employees.

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage component is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(10) Include any additional safeguards that may be appropriate.

II. Criminal/Civil Sanctions:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of return or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552A(l)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individual identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any

person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

III. Inspection

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for Inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

_____

YoungWilliams, P.C.

**Attachment M**

## CONTRACT PROVISIONS
## ARRA Funds

By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

**Reporting Requirements**

The Contractor is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

**Posting with the Local Employment Security Commission**

In addition to any other job postings the Contractor normally utilizes, the Offices of Economic Recovery & Investment (hereinafter "OERI") requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

**Required Contract Provision to Implement ARRA Section 902**

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

(1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
(2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State of local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

**Authority of the Inspector General provision**

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

**Buy American provision**

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

**Wage Rate Provision**

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

**Availability and Use of Funds**

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

**Whistleblower Provisions**

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 85-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

**Outsourcing outside the USA without Specific Prior Approval Provision**

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the Agency issuing the contract.

**Federal, State and Local Tax Obligations**

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

**Anti-Discrimination and Equal Opportunity**

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2008, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

**Office of State Budget and Management Access to Records**

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

_____

Signature Title

_____

Agency/Organization Date

(Certification signature should be same as Contract signature)

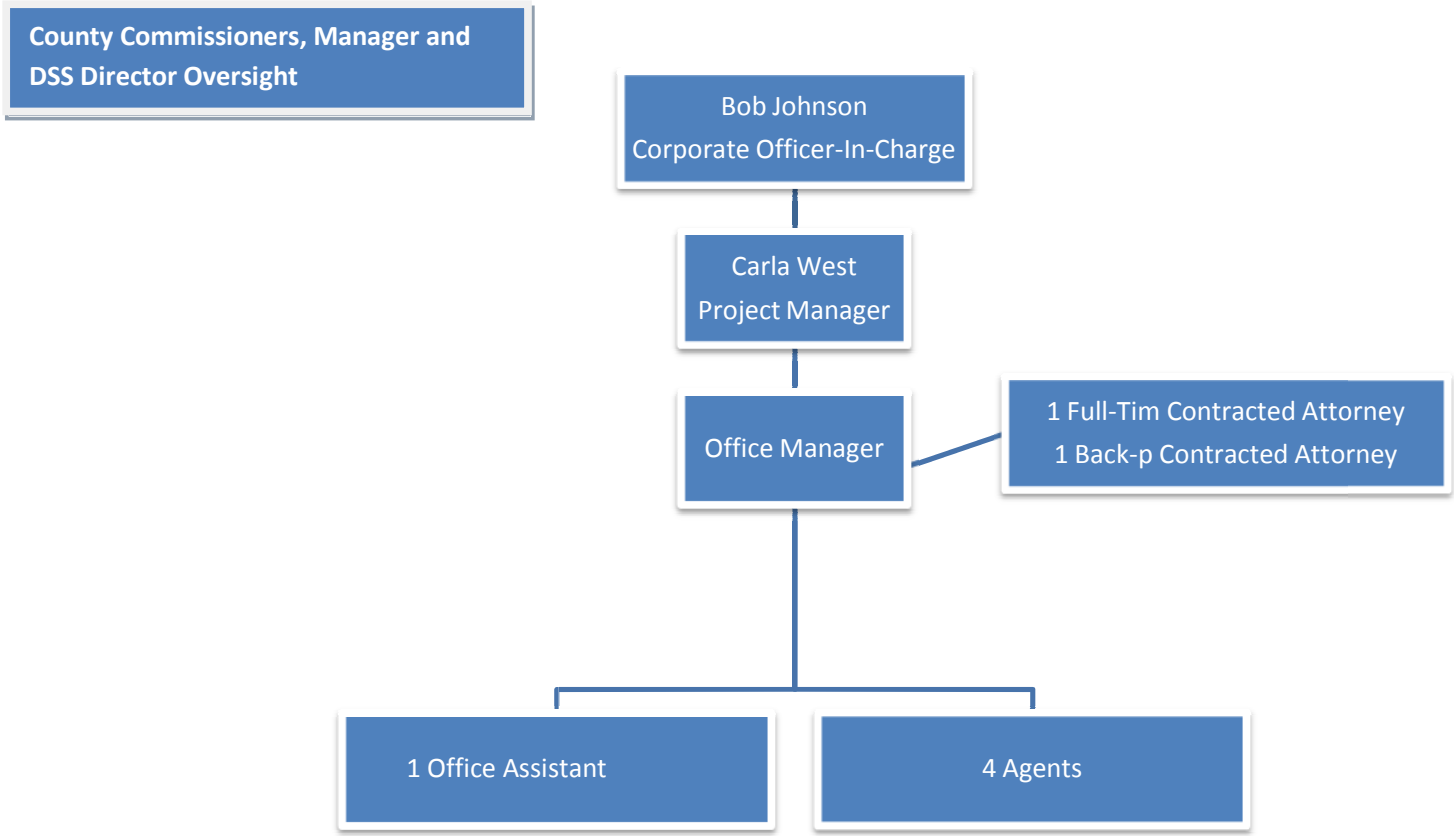
# ATTACHMENT TWO

# PROPOSED ORGANIZATION CHART

Attachment 2 – Proposed County Organization Chart

# MANTEO OFFICE ORGANIZATION CHART

Counties Served: Currituck and Dare



# ATTACHMENT THREE

# SAMPLE LEGAL CONTRACT

***Agreement For Professional Services***

***This Services Agreement*** (the "Agreement"), dated as of _____ sets forth the Agreement between _____, Attorneys at Law, and YoungWilliams, P.C. a Mississippi corporation, and the terms and conditions under which _____ will perform legal services relating to child support enforcement.

***1.*** ***Term.*** The term of this Agreement will begin on _____ and, unless earlier terminated as provided in this Agreement, will continue through _____. This Agreement may be extended by mutual agreement of the parties.

***2.*** ***Services.*** During the term of this Agreement, _____ will act as attorneys for _____ and shall perform the services and will produce the deliverables described in Attachment A (the "Services").

***3.*** ***Representatives.*** During the term of this _____ shall perform in consultation with _____ or other representative as may be designated from time to time. _____shall be represented by _____. Such representatives will have the authority and power to make decisions with respect to actions to be taken under this Agreement. Either party may change its representative upon mutual agreement of the parties by giving notice to the other naming the new representative and the date upon which such change will become effective.

***4.*** ***Payment.*** In consideration for the performance of the Services, YoungWilliams, P.C. will pay _____ the charges set forth in Attachment B, in accordance with the terms set forth in such Attachment. In addition, YoungWilliams, P.C. will pay or reimburse _____ for all reasonable out-of-pocket expenses incurred by _____ with the prior approval of YoungWilliams, P.C.

***5.*** ***Employees.*** _____ personnel performing under this Agreement will be and remain the employees of _____. _____ will provide for and pay the compensation and other benefits of such employees, including salary, health, accident and workers' compensation benefits and all taxes and contributions which an employer is required to pay relating to the employment of employees.

***6.*** ***Confidentiality and Announcements.*** _____ and YoungWilliams, P.C. will have the confidentiality obligations set forth in Attachment C. _____ shall not make any media release or other public announcement relating to or referring to this Agreement without YoungWilliams, P.C.'s prior written consent.

***7.*** ***Warranties.*** _____ represents and warrants that all services will be performed in a professional and competent manner and in full compliance with all applicable laws and regulations pertaining to standards of conduct when conducting business with federal, state, and/or local government employees.

***8.*** ***Ownership.*** YoungWilliams, P.C. will own the deliverables that are developed and delivered by _____ under this Agreement (the "Deliverables").

***9.*** ***Dispute Resolution.*** The parties will seek to resolve any dispute, controversy or claim arising under, out of, in connection with or in relation to this Agreement, or the breach, termination, validity or enforceability of any provision hereof (a "Dispute") informally through negotiation between themselves. In the event the parties are unable to resolve any Dispute informally, either party may avail itself of those remedies available at law and equity. Nothing in this Section 9 prevents the parties from exercising their right to terminate this Agreement in accordance with Section 10.

***10.*** ***Termination.*** If either party materially defaults in the performance of any of its obligations under this Agreement and such default is not substantially cured within 30 days after notice is given to the defaulting party specifying the default, the party not in default may, by giving written notice thereof to the defaulting party, terminate this Agreement, in whole or in part, as of a date specified in such notice of termination. YoungWilliams, P.C. will pay to _____ all sums due for services performed and accepted prior to the effective date of termination, along with reimbursement of properly authorized out-of-pocket expenses.

Either party may terminate this Agreement without cause or reason upon 30 days advance notice to the other.

Expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth in this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

**11**. ***Indemnities.***

***A.*** ***Claims Relating to Personal Injury and Property Damage.***

Each party shall be responsible for any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses (collectively, "Losses"), to their respective tangible personal or real property (whether owned or leased), and each party agrees to look only to its own insuring arrangements (if any) with respect to such Losses. Each party will be responsible for Losses for the death of or personal injury to any person (including any employee of either party) and Losses for damages to any third party's tangible personal or real property (whether owned or leased), in accordance with the law of the jurisdiction in which such Loss is alleged to have occurred. Subject to Section 12 of this Agreement and the procedures set forth below in this Section 11, each party will indemnify and defend the other party and hold the other party harmless from any and all Losses arising out of, under or in connection with claims for which the indemnitor is responsible under the preceding sentence. Each party waives all rights to recover against each other for any Loss to their respective tangible personal property (whether owned or leased) from any cause covered by insurance maintained by each of them, including their respective deductibles or self-insured retentions.

***B.*** ***Procedures.*** The indemnification obligations set forth in this Section 11 will not apply unless the party claiming indemnification: (a) notifies the other in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Section 11 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof; provided, however, that the indemnitee will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the indemnitee's cost and expense. If the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense. The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

***12.*** ***Limitation on Damages.*** In no event will the measure of damages payable by YoungWilliams, P.C. under this Agreement include, nor will YoungWilliams, P.C. be liable for, any amounts for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if such party has been advised of the possibility of such damages in advance, and all such damages are expressly disclaimed.

***13.*** ***Contractual Statute of Limitations.*** No claim, demand for arbitration or cause of action which arose out of an event or events which occurred more than two years prior to the filing of a demand for arbitration or suit alleging a claim or cause of action may be asserted by either party against the other. The provisions of this Section 13 will survive the expiration or termination of this Agreement for any reason.

***14.*** ***Excused Performance.*** Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its non-monetary obligations under this Agreement for any period and to the extent that such failure results from acts or omissions of the other party or third parties, natural disasters, riots, war, civil disorder, court order, labor dispute or any other causes beyond that party's reasonable control (including failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines) and which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts.

***15.*** ***Notices.*** All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service, faxed or mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth herein. Either party may change its address or designee for notification purposes by giving notice to the other of the new address or designee and the date upon which such change will become effective.

For YoungWilliams, P.C.:

Robert L. Johnson
P O Box 23458
Jackson, MS 39225
Telephone: 601-948-6100

***17.*** ***Other.*** Where agreement, approval, acceptance or consent of either party is required by this Agreement, such action will not be unreasonably withheld or delayed. The Parties are independent contractors, and this Agreement will not be construed as constituting either party as partner, joint venturer or fiduciary of the other. If any provision (other than a provision relating to any payment obligation) of this Agreement or the application thereof to any persons or circumstances is, to any extent, held invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each provision of this Agreement will be valid and enforceable to the extent permitted by law. Nothing in this Agreement may be relied upon or will benefit any party other than _____ and YoungWilliams, P.C. This Agreement (a) will be governed by the substantive laws of the State of Mississippi (without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction), (b) may not be assigned by either party without the prior written consent of the other and (c) together with the attachments hereto (each of which are incorporated into this Agreement by this reference), constitutes the entire agreement of the parties with respect to the subject matter hereof, superseding all previous representations, understandings or agreements with respect thereto.

***In Witness Whereof,*** the parties have duly executed and delivered this Agreement as of the date first set forth above.

| | |
|---|---|
| _____ | **YoungWilliams, P.C.** |
| By:_____ | By:_____ |
| Title:_____ | Title:_____ |

***Attachment A***

***Statement of Work***

_____, acting as attorneys in support of YoungWilliams, P.C.'s contract with _____ enforcement services shall provide consultation, legal advise and representation as requested by YoungWilliams, P.C. on legal matters arising under Article 9, chapter 110 of North Carolina General Statutes, and as amended, Title 42 USC 651 et seq., and as amended, and the regulations promulgated thereunder.

_____ agree to comply with all requirements of Article 9, Chapter 110 of North Carolina general Statutes, 42 USC 651, et. Seq., and the rules and regulations promulgated thereunder, regarding the performance of program legal services. Such requirements include, but are not limited to, maintaining such records as are required by YoungWilliams, P.C., making such records available for federal or state audit if required, and making any financial, and program progress reports required.

_____ shall notify YoungWilliams, P.C. promptly when a conflict of interest arises which would prevent _____ from performing services hereunder. In such circumstances, YoungWilliams, P.C. shall refer the cases giving rise to such conflict of interest to other attorneys.

## ***Attachment B***

### ***Fees and Payment***

YoungWilliams, P.C. will pay _____ per hour for time spent in court in support of this Agreement and for time out of court performing direct services under this Agreement.

This hourly rate shall encompass all expenses including, but not limited to, those for salary, supplies, office space, telephone service, long-distance telephone calls and travel. _____ is not reimbursed for extraordinary expenses incident to performing the services required under this Agreement except that YoungWilliams, P.C. agrees to pay all court costs and filing fees that are required to be paid in conjunction with the services provided by _____ under this Agreement.

_____ may invoice monthly for services provided in the prior month. Each invoice shall be submitted on _____ letterhead specifying the following:

- YoungWilliams, P.C. Program Manager
- Dates covered by invoice and a brief description of services provided, included hours expended in support of this Agreement
- Details and supporting documentation of reimbursable expenses

Should YoungWilliams, P.C. request _____ to travel outside of the local area in fulfillment of this Agreement, YoungWilliams, P.C. will reimburse _____ on an actual cost basis, the costs associated with such travel. Travel and lodging, to the extent authorized in advance by YoungWilliams, P.C., shall be reimbursed in general accordance with the federal government's travel regulations governing the nature of reimbursable expenses and the establishment of per diem rates for each geographic location. Time in transit shall not be charged.

Payment shall be issued to _____ at the address noted in Paragraph 16 within 30 days of receipt of a proper invoice for accepted services.

Invoices shall be submitted to the following address:

## ***Attachment C***

### ***Confidentiality***

***C-1.*** ***Scope of Obligation.*** Except as otherwise expressly provided in this Agreement, each party agrees that (a) all information communicated to it by the other and identified as confidential, whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the legal services, whether before or after the date hereof, and (c) this Agreement and the parties' rights and obligations hereunder, will be and will be deemed to have been received in confidence and will be used only for purposes of this Agreement, and each agrees to use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality thereof. No such information will be disclosed by the recipient party without the prior written consent of the other party; provided, however, that each party may disclose this Agreement and the other party's confidential information to those of the recipient party's attorneys, auditors, insurers (if applicable), subcontractors and full time employees who have a need to have access to such information in connection with their employment (or engagement, if applicable). In any event, compliance by each of the persons referenced in the preceding sentence with the confidentiality obligations set forth in this Attachment C will remain the responsibility of the party employing or engaging such persons.

***C-2.*** ***Exceptions.*** The foregoing will not prevent either party from disclosing information that belongs to such party or (i) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (ii) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) is rightfully received from a third party, (iv) is independently developed without use of the other party's confidential information or (v) is disclosed without similar restrictions to a third party by the party owning the confidential information. If confidential information is required to be disclosed pursuant to a requirement of a governmental authority, such confidential information may be disclosed pursuant to such requirement so long as the party required to disclose the confidential information, to the extent possible, provides the other party with reasonable prior notice of such requirement and coordinates with such other party in an effort to limit the nature and scope of such required disclosure; provided, however, that, in the event of a tax audit, notice of a disclosure requirement in connection therewith will not be given prior to the commencement of the audit. If confidential information is required to be disclosed in connection with the conduct of any dispute resolution proceedings, such confidential information may be disclosed pursuant to and in accordance with the approval and at the direction of the mediator or arbitrator, as the case may be, conducting such proceeding. Upon written request of the disclosing party at the expiration or termination of this Agreement for any reason, all documented confidential information (and all copies thereof) of the disclosing party will be returned to the disclosing party or will be destroyed, with written certification thereof being given to the disclosing party. The provisions of this Attachment C will survive the expiration or termination of this Agreement for any reason.

# CONTRACT FOR CHILD SUPPORT ENFORCEMENT SERVICES

This Agreement is made and entered into this _____ day of _____, 2010, by and between YoungWilliams, P.C., a foreign corporation which is authorized to do business in the State of North Carolina, hereinafter referred to as "Contractor", and Dare County, North Carolina, hereinafter referred to as "the County". This Agreement is made pursuant to the authority conferred upon the County pursuant to N.C. Gen Stat. Section 110-141 and N.C. Gen Stat. Section 153A-259.

WITNESSETH:

Whereas, the County is authorized to contract with any governmental agency, person, association, or corporation for the provision of social services; and

Whereas, the County is required to operate a program for child support enforcement pursuant to the authority conferred upon it by the North Carolina General Assembly; and

Whereas, the County and the Contractor have negotiated a contract for the performance of certain technical and professional services, and the County wishes to enter into an agreement with Contractor to become the Designated Representative as that term is defined in N.C. Gen. Stat. Section 110-129(5) for the County and operate the Child Support Enforcement Program therein; and

Now, therefore, in consideration of the mutual promises set forth herein, the parties agree as follows:

1.0 Scope of Work – Performance

Contractor agrees to perform all the duties and obligations set forth in Attachment "A" which is made a part of this contract as though fully written herein.

The Contractor will provide the total administration of the IV-D Child Support Enforcement Program in the County consistent with all Federal and State Laws. This will be accomplished by working in close relationship with the County and all other agencies attendant to the Child Support Enforcement Program.

2.0 Amendment

Contractor shall sign such additional documents required by Federal or State Law in order to accomplish the purpose of this contract.

No modification or change of any provision in this Contract shall be made, or be construed to have been made, unless such modification is agreed to in writing by the

Contractor and the County, and incorporated into a written amendment to the Contract. Except, County has the right to require revision made in the scope of work necessary to meet new or revised rules, regulations, laws, policies, and standards. Such written requests shall be made by the Contract Administrator. Contractor shall advise the County upon receipt of any information pertaining to changes in law, rules, and regulations affecting the operation of the Child Support Enforcement Program. It shall be the responsibility of the Contractor to keep its staff up to date about all changes. Any changes required by law or regulation in order for the Contractor to meet its duties as defined in this Agreement shall not necessitate an amendment to this Contract.

3.0 Contract Period and Compensation

Contract shall commence on July 1, 2010 and shall continue until June 30, 2011 ("a contract year"). This Contract is contingent upon receipt of Federal funding; any reduction or withdrawal of funding shall constitute grounds for County to forthwith terminate all or portion of this contract.

This agreement shall automatically renew at the end of each contract year for up to four (4) additional one (1) year periods upon the same terms and conditions as set forth herein. The compensation for each contract year shall be as follows:

| | |
|---|---|
| Year One (1) | $ 227,840.00 |
| Year Two (2) | $ 230,400.00 |
| Year Three (3) | $ 230,400.00 |
| Year Four (4) | $ 230,400.00 |
| Year Five (5) | $ To Be Determined - Not to Exceed $237,312 |

4.0 Termination for Default

If the Contractor shall fail to perform its Contractual obligations and duties, after having been given a reasonable opportunity to do so, the County shall thereupon have the right to terminate this Contract by mailing written notice to the Contractor of such termination and specifying the effective date thereof. A reasonable opportunity to perform under this Contract is defined as within ten (10) days of notification of default.

The Contractor is not deemed to have failed to perform if its failure is the result of substantial and/or material breach of Contract by the County or a substantial and/or material mistake/error by the State of North Carolina making compliance impossible or impracticable.

4.1 Payments Upon Default

In the event of termination for default, the Contractor shall be paid pro-rata compensation for services rendered up to the effective termination date less any monies owed the County.

4.1.1 Liability Upon Default

If the Contract is terminated for default, the Contractor shall be liable to the County for any and all damages of any type and nature sustained by the County and arising out of or relative to said breach. In such event, the County shall have the right to pursue Contractor for any and all legal remedies available to the County as a result of said default including pursuing payment on Contractor's bond provided as an incident and condition of this Contract.

5.0 Facilities

County will provide office space including on-site parking. Contractor is responsible for maintenance, utilities, janitorial, trash disposal, telephone service and IT support. County will be entitled to a credit for the actual and reasonable rental cost of the office space to be deducted from the compensation provided in paragraph 3.0.

6.0 Termination for Convenience

(a) The County may terminate without cause in whole or in part whenever for any reason, in its sole discretion, the County shall determine that such termination is in the County's best interest. If the County terminates the Agreement for convenience, the Contractor shall be paid a pro-rata compensation for services rendered up to the effective termination date, less any monies owed the County.

(b) In the event that the County exercises its right to terminate the contract for convenience, the County shall notify the Contractor at least sixty (60) days prior to such termination.

6.1 Transition

Contractor will ensure the integrity of all data during the period between the decision to terminate through the date of termination. The Contractor will make staff available to the County to assist in the transition from Contractor to County operations.

7.0 Assignment

The Contractor shall not assign or transfer any interest in this Contract.

8.0 Place of Contract

It is agreed between the parties hereto that the place of this Contract, its situs and forum, shall be in State Courts of North Carolina in the County, and in said County and State shall all matters, whether surrounding in Contract or tort relating to the validity, construction,

interpretation, and enforcement of this Contract be determined. The office for actual operations shall be determined by agreement between County and Contractor.

9.0 Waiver of Breach

Waiver of any breach of any term or condition of this Contract shall not waive any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by written instrument signed by the parties hereto.

10.0 Indemnification

Contractor shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorneys fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of/or the willful act or omission of Contractor, his agents, employees and subcontractors.

11.0 Insurance

Contractor shall maintain insurance from companies licensed to write business in North Carolina and acceptable to the County, of the kinds and minimum amounts specified below.

11.1 Certificates and Notice of Cancellation

Before commencing work under this contract, Contractor shall furnish the County with certificates of all insurance required below. Certificates shall indicate the type; amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the County.

11.2 Workers Compensation and Employers Liability Insurance

Covering all of the Contractor's employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and employer's liability insurance providing limits at least in the amount of $100,000/500,000/100,000 applicable to claims due to bodily injury by accident or disease.

11.3 Commercial General Liability

Including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures. The policy shall provide liability limits at least in

the amount of $1,000,000 per occurrence, $2,000,000 aggregate, combined single limits, applicable to claims due to bodily injury and/or property damage. The County shall be named as an additional insured under this policy.

11.4 Automobile Liability Insurance

Covering all owned, non-owned and hired vehicles, providing liability limits at least in the amount of $500,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage.

11.5 Professional Liability Insurance

The Contractor will be required to take out and maintain Professional Liability Insurance providing liability insurance limits at least in the amount of $1,000,000. The Contractor will be required to maintain this coverage for a period of at least two (2) years beyond substantial completion of the contract.

11.6 Employee Dishonesty Coverage

Including coverage for loss due to the dishonest acts of Contractors employees while acting alone or in collusion with other limits of coverage shall be at least in the amount of $100,000 per employee/loss. The County shall be named additional insured.

12.0 Performance Bond

No performance bond shall be required.

13.0 Independent Contractor

It is mutually understood and agreed that Contractor is an independent contractor and not an agent of County, and as such, Contractor, his or her agents and employees shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, worker's compensation, or pension or retirement benefits.

14.0 Compliance with Civil Rights Laws – Equal Opportunity Employment

The Contractor hereby assures that it shall comply with Title VII of the Civil Rights Act to the end that no person shall, on the grounds of age, race, creed, sex, or national origin be excluded from participation in, be denied the benefits of, be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.

The nondiscrimination clause contained in Section 202 Executive Order 11246 as amended by Executive Order 11375, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, age or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

Program for Employment of the Handicapped (Affirmative Action) Regulations issued by the Secretary of Labor of the United States in Title 20, Part 741, Chapter VI, subchapter V of the Code of Federal Regulations, pursuant to the provisions of Executive Order 11758 and Section 503 of the Federal Rehabilitation Act of 1973 and the Americans Disability Act of 1992 are incorporated herein.

15.0 Force Majeure

Neither the Contractor nor the County shall be deemed to have breached the contract if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes are specifically restricted to acts of God, fires, quarantine restrictions, freight embargos and/or State computer system failures not attributable to Contractor's negligence. If Contractor's failure to perform is not the result of causes beyond its control or acts of God, Contractor will be liable. Any change in market conditions and/or economic environment shall not constitute a force majeure.

16.0 Invoices and Payments

The County shall make payments for the invoiced amount by the 15th day of the month following the month of service or within fifteen (15) days of receipt of the invoice, whichever is later.

17.0 Notices and Invoices

Within a reasonable time after signing of this contract, the County will notify Contractor where all notices shall be delivered to the County. All invoices shall be delivered by the Contractor to the County Manager or their designee.

All notices shall be delivered to the Contractor at the address below or such other address or party as designated:

YoungWilliams, P.C.
Attention: Robert Wells, President
P. O. Box 23059
Jackson, Mississippi 39225

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

18.0 Annual Audit Report

The Contractor shall provide the County with a copy of its annual audit report prepared by the Contractor's external certified public accountant within one hundred twenty (120) days of the end of the Contractor's fiscal year. In addition, the Contractor shall provide to the County quarterly financial statement, upon request.

19.0 Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end of the Terms and Condition of this Contract are declared severable.

20.0 Contract Administrator

The Contract Administrator for the County is the County Manager or their designee. Such other designation shall be in writing.

IN WITNESS WHEREOF, the Contractor and County have executed this agreement in quadruplicate, one of which is retained by each of the parties and one sent to the County, and an additional copy for the County Finance Director, effective the day and year first above written.

Dare County, North Carolina

_____

BY:

Young Williams, P.C. d/b/a Child Support Services

_____

By: Robert Johnson,
YoungWilliams, P.C.
President of Operations

# Attachment "A"

Contractor's Responsibilities

1. Establish and maintain a child support enforcement program in each County which complies with the provisions of Title IV, Part D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, Article 9, Chapter 110 of the North Carolina General Statutes, as amended, State laws and regulations, and to be completely responsible and accountable for the proper operation of such program. Complete manual is located at www.dhhs.state.nc.us/dss/.
2. Provide all child support enforcement services following standard and accepted child support best practices, policies and procedures and in doing so pursuing the best interest of the child(ren) for whom support is sought.
3. Provide testimony, evidence and support necessary for the establishment of paternity, establishment and enforcement of child support orders, and the review and modification of support orders pursuant to Federal and State laws, in civil, criminal and administrative forums. The choice of forum shall be based on the facts of each case, the judgment of legal counsel, and the best interest of the child.
4. Bring all court actions in the manner as prescribed by N.C. Gen. Stat. §110-130.1 and local rules of court. Notify the appropriate County official in a timely fashion of any judicial or administrative decision or settlement agreement that negatively affects the County's or State's interests and agree not to enter into any settlement which results in the County's or State's loss of revenue without prior approval. Service Provider may appeal any judicial or administrative order and shall cooperate with the State in the event the State chooses to appeal. In the event that Service Provider thinks that a decision needs to be appealed, the Service Provider shall consult with the appropriate County official prior to filing a Notice of Appeal. County will notify Service Provider within 30 days of signing the contract as to the name of the appropriate County official.
5. Utilize the State's automated systems in conjunction with other technology that affect the Child Support Enforcement Program. Any additional technology needs deemed necessary to assist Service Provider in carrying out its responsibilities shall be the responsibility of Service Provider. Service Provider shall retain all rights to such software developed by the Service Provider, at the Service Provider's expense to assist Service Provider in carrying out its duties under this Agreement. Software developed by the Service Provider at public expense shall be owned by the County. Such software, including source code, shall be returned to the County at the time of contract termination.
6. Service Provider is responsible for connectivity to the State's automated systems and any other automated systems, purchase and maintenance of hardware, on-going maintenance and any other applications.
7. Provide the location of the office or offices where daily operations are to be conducted and be responsible for the lease costs; provide necessary office equipment, utilities, furniture and any other related items to operate and maintain office space during the

term of the contract. Include a description of the proposed method of operations in any County proposed to not have a physical office.

8. Utilize documents produced by the State System. Any additional documents deemed necessary by Service Provider shall contain language recommended by the County and/or North Carolina Department of Health and Human Services.
9. Immediately respond to the State Child Support Enforcement's central office on any requests for case status or information. Such response shall contain sufficient information regarding the status of the case to permit the State to reply to the inquiring party.
10. Maintain all records as required by any laws or regulations enacted by the County DSS, State, and/or Federal governments. Service Provider will follow all standards for retention of files after case closure. Maintain sufficient space for storage of records produced under this contract. Maintain an inventory of all documents warehoused in order to expedite retrieval. Stored documents shall be made available to the County within two (2) workdays of the request.
11. Ensure that the child support office administrator and/or staff attend any meetings sponsored by the County and/or State or local courts or associations at which attendance is requested. Service Provider will make every effort to comply. Any and all travel expenses will be the exclusive responsibility of the Provider.
12. Train and manage staff assigned to the program. Maintain sufficient staff to serve all customers on a timely basis. In the event key personnel resigns or is terminated, Service Provider must inform the County immediately so that the vacancy can be filled without disruption of services. The Service Provider is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Service Provider represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County. Service Provider will not sub-contract without written approval from the County.
13. Refer any cases of fraud related to child support enforcement to the appropriate County and/or State officials.
14. Cooperate fully with the data collection and evaluation activities carried out by the County in connection with the services performed under this contract.
15. Develop along with the County a customer satisfaction survey which will be conducted annually. Results will be analyzed and reported within a specified time frame.
16. Provide relevant information immediately and file proof of claim with the bankruptcy court on behalf of the County in a timely manner in the event the Service Provider receives notice that an obligor has filed a bankruptcy petition.
17. Collect and report to the County any fees required to be charged under State or Federal law, regulation or policy.
18. Comply fully with the aforementioned and all other provisions of Title IV, Part D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, North Carolina General Statutes, and the program instructions issued by the County.

19. Cooperate, to the fullest extent allowed by law, with other County, State, and Federal entities. This provision also covers other entities operating Child Support Enforcement Programs pursuant to Title IV, Part D of the Social Security Act as amended.
20. Advise the County in writing within five (5) days of the receipt by the Service Provider of any notice of deficiency from the State or Federal government or any adverse audit results.
21. Cooperate with the County in answering customer complaints related to CSE in a timely manner.
22. All Child Support Enforcement case files will be maintained and used solely for child support purposes and safeguarded as provided in 45 CFR 303.21, N.C. Gen. Stats. §§110-139 and 108A-80. The Service Provider will comply with all other applicable laws and regulations in addition to those specifically set forth. Adhere to all confidentiality laws, rules, and regulations pertaining to the child support enforcement program.
23. Any information obtained through the Federal Parent Locator Services, as well as address and asset information obtained through the Internal Revenue Service must be safeguarded according to 45 CFR 303.70 and 26 U.S.C. §6103(p) 4. All personnel authorized to handle such tax-related information will sign an IRS Confidentiality Form, to be provided by the State, and will return the signed original to the State. The Service Provider will comply with all other applicable laws and regulations in addition to those specifically set forth.
24. Develop a plan to address indirect costs incurred in the program, specifically pertaining to reporting on the State form 1571 on behalf of each County.

Exhibit "7"

## Contract Language for General Services

I. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements.

(1) All work will be done under the supervision of the contractor or the contractor's employees.

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage component is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(10) Include any additional safeguards that may be appropriate.

II. Criminal/Civil Sanctions:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of return or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552A(I)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individual identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any

person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

III. Inspection

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for Inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

_____

YoungWilliams, P.C.

Attachment M

CONTRACT PROVISIONS
ARRA Funds

By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Reporting Requirements

The Contractor is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally utilizes, the Offices of Economic Recovery & Investment (hereinafter "OERI") requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

Required Contract Provision to Implement ARRA Section 902

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

(1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
(2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State of local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General provision

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American provision

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

Wage Rate Provision

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 85-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Outsourcing outside the USA without Specific Prior Approval Provision

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the Agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2008, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Office of State Budget and Management Access to Records

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

_____

Signature Title

_____

Agency/Organization Date

(Certification signature should be same as Contract signature)

NORTH CAROLINA

CURRITUCK COUNTY

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Finance Officer

AGREEMENT FOR GIFT OF REAL PROPERTY

This Agreement for Gift of Real Property, (the "Agreement"), made the _____ day of _____, 2010 between HISTORIC JARVISBURG COLORED SCHOOL, INC., a North Carolina non-profit corporation and 501 (c)(3) organization, (the "Donor"), and COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "Donee");

WITNESSETH:

WHEREAS, Historic Jarvisburg Colored School, Inc. desires to gift and grant in fee to County of Currituck, North Carolina that real property described as the Historic Jarvisburg Colored School property, consisting of 41,228 square feet and improvements thereon, (the "Property"); and

WHEREAS, Historic Jarvisburg is listed on the National Register of Historic Places as of December 11, 2009, and

WHEREAS, County of Currituck, North Carolina desires to receive the gift and grant of the Property, and

WHEREAS, both parties agree to maintain the structure and property as testament to the preservation of the African American community of Currituck County.

NOW, THEREFORE, in consideration of the mutual covenants to be performed between the parties hereto, it is agreed between the parties as follows:

1. Donee hereby agrees to gift to Donor that certain real property situated in Poplar Branch Township, Currituck County, North Carolina which is more particularly described pursuant to a plat prepared by William T. Robbins, Registered Land Surveyor, under date of February 3, 2005, which is duly of record in the Public Registry of Currituck County in Plat Cabinet I, Slide 97 and which land is described from said plat by meets and bounds as follows:

Beginning at a point marked by an iron pipe which point is S 05º02'50" W 324.50

feet from the centerline intersection of U.S. Highway 158 and State Road 1122 and which point is on the line of division between the property described herein and a 20 foot easement and is on the western side of U.S. Highway 158 (Caratoke Highway); thence N 82º48'25" W a distance of 150.00 feet; thence, N 07º11'35" E a distance of 221.47 feet thence, N 72º04'46" E a distance of 92.42 feet; thence, S 82º48'25" E a distance of 95.20 feet; thence S 14º14'02" W a distance of 110.22 feet back to the point and place of beginning. The property described herein contains 41,228 square feet by actual survey.

2. Donee agrees to use the gift to preserve and protect the historic structure located on the Property.

3. Donee shall continue the name designation of the historic structure located on the Property as "Historic Jarvisburg Colored School", (the "Structure"). Although it is Donee's intent to maintain the Structure's location on the Property, no action will be taken to invalidate or diminish the property as listed on the National Register of Historic Places.

4. Donee shall complete the landscaping and construction of the Property in accordance with a site plan and funding approved by Donee's governing board prior to the date of this agreement but shall not be required to construct any facilities on the Property until such time as Donee's governing board in its discretion determines that additional facilities are advisable or necessary for the protection and preservation of the Structure.

5. Donee will include the Structure and Property as part of any historical or heritage trail created and designated by Donee and will support and advocate for inclusion of the Structure and Property on any historical or heritage trail established by other entities.

6. Donor agrees to complete exhibit designs for the museum and to support, maintain and operate the property as a public and historic museum in accordance with best practices as a recognized non-profit organization. Donor further agrees to support efforts of the Donee to support and enhance historic tourism in Currituck County for the benefit of visitors and residents alike. Donor's responsibilities include fundraising and applying for grants, maintaining and promoting the historic property and other all other activities normally conducted by nonprofit organizations. Donor agrees to develop and maintain an operational agreement with Donee, in recognition of the partnership relationship and shared public purpose of this historic property.

7. The Donor and Donee mutually warrant and represent that they have full power

and authority to execute and perform all of the terms and conditions under this agreement.

8. Donee further acknowledges the recorded gift of said property, with restricted covenants and reservation dated 2/10/2005, to Historic Jarvisburg Colored School, Inc. from Corinth Missionary Baptist Church as recorded in Book 841, page 204.

9. If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, then each party shall bear its own attorney's fees, costs and necessary disbursements.

10. All questions concerning the validity, interpretation and administration of this agreement shall be governed by the laws of the State of North Carolina.

11. This agreement memorializes and constitutes the final, complete and exclusive agreement and understanding between Donor and Donee relative to the above-mentioned gift of real property in fee. This agreement may not be amended or modified except in a writing signed by all parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this Contract in duplicate originals, the day and year first above written

DONOR:

_____
President

ATTEST:

_____
Secretary

(CORPORATE SEAL)

DONEE:

_____
Chairman, Board of Commissioners

ATTEST:

_____
Clerk to the Board

(COUNTY SEAL)

WHEREAS, North Carolina General Statue 143-355 (l) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government, prepare and submit a Water Shortage Response Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for Currituck County Mainland Water System, has been developed and submitted to the Currituck County Board of Commissioners for approval; and

WHEREAS, the Currituck County Board of Commissioners finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for Currituck County Mainland Water System, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Currituck County Board of Commissioners of Currituck County Mainland Water System that the Water Shortage Response Plan entitled, Currituck County Mainland Water System Water Shortage Response Plan dated *****, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Currituck County Board of Commissioners intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the ******* day of ********, 2010.

Name: _____

Title: _____

Signature: _____

ATTEST:

# Water Shortage Response Plan
# Currituck County, North Carolina
# February 22, 2010

The procedures herein are written to reduce potable water demand and supplement existing drinking water supplies whenever existing water supply sources are inadequate to meet current demands for potable water.

## I. Authorization

The Currituck County Manager shall enact the following water shortage response provisions whenever the trigger conditions outlined in Section IV are met. In his or her absence, the Utility Director will assume this role.

Mr. Daniel Scanlon
Currituck County Manager
Phone: (252) 232-6014
E-mail: dscanlon@co.currituck.nc.us

Mr. Dennis Curtis
Currituck County Chief Operator
Phone: (252) 232-6060
E-mail: dcurtis@co.currituck.nc.us

## II. Notification

The following notification methods will be used to inform water system employees and customers of a water shortage declaration: employee e-mail announcements, notices at municipal buildings, notices in water bills. Required water shortage response measures will be communicated through *Focus on Currituck*, PSA announcements and the County website http://www.co.currituck.nc.us/, on local radio and cable stations. Declaration of emergency water restrictions or water rationing will be communicated to all customers by telephone through use of reverse 911.

## III. Levels of Response

Five levels of water shortage response are outlined in the table below. The five levels of water shortage response are: voluntary reductions, mandatory reductions I and II, emergency reductions and water rationing. A detailed description of each response level and corresponding water reduction measures follow below.

| Stage | Response | Description |
|---|---|---|
| 1 | Voluntary Reductions | Water users are encouraged to reduce their water use and improve water use efficiency; however, no penalties apply for noncompliance. Water supply conditions indicate a potential for shortage. |
| 2 | Mandatory Reductions I | Water users must abide required water use reduction and efficiency measures; penalties apply for noncompliance. Water supply conditions are significantly lower than the seasonal norm and water shortage conditions are expected to persist. |
| 3 | Mandatory Reductions II | Same as in Stage 2 |
| 4 | Emergency Reductions | Water supply conditions are substantially diminished and pose an imminent threat to human health or environmental integrity. |
| 5 | Water Rationing | Water supply conditions are substantially diminished and remaining supplies must be allocated to preserve human health and environmental integrity. |

In Stage 1, Voluntary Reductions, all water users will be asked to reduce their normal water use by 5%. Customer education and outreach programs will encourage water conservation and efficiency measures including: irrigating landscapes a maximum of one inch per week; preventing water waste, runoff and watering impervious surfaces; watering plants deeply to encourage root growth; washing only full loads in clothes and dishwashers; using spring-loaded nozzles on garden hoses; and identifying and repairing all water leaks.

In Stage 2, Mandatory Reductions I, all customers are expected to reduce their water use by 10% in comparison to their previous month's water bill. In addition to continuing to encourage all voluntary reduction actions, the following restrictions apply: irrigation is limited to a half inch per week between 8PM and 8AM; outdoor use of drinking water for washing impervious surfaces is prohibited; and all testing and training purposes requiring drinking water (e.g. fire protection) will be limited.

In Stage 3, Mandatory Reductions II, customers must continue actions from all previous stages and further reduce water use by 20% compared to their previous month's water bill. All non-essential uses of drinking water are banned and garden and landscape irrigation must be reduced to the minimum amount necessary for survival. Additionally, in Stage 3, a drought surcharge of 1.5 times the normal water rate applies.

In Stage 4, Emergency Reductions, customers must continue all actions from previous stages and further reduce their water use by 25% compared to their previous month's water bill. A ban on all use of drinking water except to protect public health and safety is implemented and drought surcharges increase to 2 times the normal water rate.

The goal of Stage 5, Water Rationing, is to provide drinking water to protect public health (e.g. residences, residential health care facilities and correctional facilities). In Stage 5, all customers are only permitted to use water at the minimum required for public health protection. Firefighting is the only allowable outdoor water use and pickup locations for distributing potable water will be announced according to Currituck County's Emergency Response Plan. Drought surcharges increase to 5 times the normal water rate.

## IV. Triggers

Currituck County's water source is groundwater. The following measurements of well pumping times and well levels in relationship to pump intake levels trigger entry into corresponding water restriction stages.

| Stage | Well Operating Conditions |
|---|---|
| 1 | Pumping Time >10 hrs<br>20% reduction in seasonal normal distance from static water level and pump intake<br>20% increase pumping time for same output |
| 2 | Pumping Time >12 hrs<br>40% reduction in distance from static water level and pump intake<br>40% increase pumping time for same output |
| 3 | Pumping Time >14 hrs<br>60% reduction in distance from static water level and pump intake<br>60% increase pumping time for same output |
| 4 | Pumping Time >20 hrs<br>80% reduction in distance from static water level and pump intake |
| 5 | Water level at pump intake elevation |

## Return to Normal

When water shortage conditions have abated and the situation is returning to normal, water conservation measures employed during each phase should be decreased in reverse order of implementation. Permanent measures directed toward long-term monitoring and conservation should be implemented or continued so that the community will be in a better position to prevent shortages and respond to recurring water shortage conditions.

## V. Enforcement

The provisions of the water shortage response plan will be enforced by Currituck County utility department and police personnel. Violators may be reported to the dedicated water conservation hotline. Citations are assessed according to the following schedule depending on the number of prior violations and current level of water shortage.

| Water Shortage Level | First Violation | Second Violation | Third Violation |
|---|---|---|---|
| Voluntary Reductions | N/A | N/A | N/A |
| Mandatory Reductions (Stages 2 and 3) | Warning | $250 | Discontinuation of Service |
| Emergency Reductions | $250 | Discontinuation of Service | Discontinuation of Service |
| Water Rationing | $500 | Discontinuation of Service | Discontinuation of Service |

Drought surcharge rates are effective in Stages 3, 4 and 5.

## VI. Public Comment

Customers will have multiple opportunities to comment on the provisions of the water shortage response plan. First, a draft plan will be will be available at the Mainland Water Office for customers to view. A notice will be included in customer water bill notifying them of such. Also a draft plan will be published in *Focus on Currituck and the County Website http://www.co.currituck.nc.us/* all subsequent revisions to the draft plan will be published at least 30 days prior to an adoption vote by Currituck County's Board of Commissioners.

## VII. Variance Protocols

Applications for water use variance requests are available from the County Office. All applications must be submitted to the County Water Department for review by the Operator or his designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose (i.e. necessary use of drinking water) and the prevention of structural damage.

## VIII. Effectiveness

The effectiveness of the Currituck County water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained and evaluation of demand reductions compared to the previous year's seasonal data.

## IX. Revision

The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years in conjunction with the updating of our Local Water Supply Plan. Further, a water shortage response planning work group will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to Currituck County's Board of Commissioners. The Currituck County Water Department is responsible for initiating all subsequent revisions.

# MEMORANDUM

To: Board of Commissioners

From: Dennis Curtis
Chief Operator Mainland Water Plant

Ref: Water Shortage Response Plan

Date: March 24 2010

## Background

North Carolina General Statue 143-355 (l) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government, prepare and submit a Water Shortage Response Plan

## Conclusion

This is an update to our existing ordinance as required by **NC**DENR **every five years**.
It has approval by DENR as submitted but requires adoption by the local government.

CURRITUCK COUNTY BOARD OF COMMISSIONERS AGENDA ITEM #

Meeting Date 04/05/2010

## ITEM TO BE CONSIDERED

### SUBJECT

Purge Eligible Department of Social Services' Eligible Files

### REQUESTED ACTION

Permission to purge Department of Social Services files on the attached list. These files are listed in the "DHHS Records and Retention and Disposition Schedule for Grants" dated October 1, 2009 as eligible for purging.

Submitted By Kathlyn Romm Department Social Services

Date 03/16/2010 Attachments: Yes [X] No [ ]

### REVIEW PROCESS

| | Approved | | Attachment |
|---|---|---|---|
| Finance Director | Yes | No | |
| County Attorney | Yes | No | |
| County Manager | Yes | No | |
| | Yes | No | |

### REVIEW COMMENTS

Department of Social Services files authorized for purging according to the DHHS Controller's office "DHHS Records and Retention and Disposition Schedule for Grants" dated October 1, 2009.

| | |
|---|---|
| Medicaid program files through | through 6/98 |
| Day sheets through | through 6/98 |
| Low Income Energy Assistance | through 6/02 |
| Child Abuse and Neglect | through 6/99 |
| Food and Nutrition Services | through 6/03 |
| FRR and BEERS reports | through 6/05 |
| Child Care Subsidy | through 6/98 |
| TANF | through 6/00 |

CURRITUCK COUNTY
NORTH CAROLINA
March 15, 2010

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

## Invocation Pledge of Allegiance

The Reverend Randy Blanchard, Pilmoor Methodist Church, was present to give the invocation.

## Approval of Agenda

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

Item 1 Approval of Agenda

Item 2 Public Comment
***Please limit comments to items not appearing on the regular agenda, please limit comments to 3 minutes.***

Item 3 **Presentation** by College of the Albemarle

Item 4 **Action:** PB 87-56 Monteray Shores, PUD: Request for an amended special use permit to designate an additional 1.10 acres of commercial zoning within the Planned Unit Development (PUD). The property is located in Monteray Shores, PUD, Tax Map 116, Parcels 3W and 10, Poplar Branch Township.

Item 5 **Public Hearing and Action:** PB 09-38 Corolla Fun Park: Request for a special use permit to establish a 36-hole miniature golf course; go-kart track; spin zone; children's playground area; and arcade with limited retail, snack bar, and office on property located within Monteray Shores, PUD and Buck Island, PUD, Tax Map 116, Parcels 3W and 10 and Tax map 116D, Parcel 3D, Poplar Branch Township.

Item 6 **Public Hearing and Action:** PB 10-02 Beach Jeeps of Corolla: Request for a special use permit for an outdoor tour operator. The property is located at 103A Austin Street, Tax Map 115B, Parcel 2P2B, Poplar Branch Township.

Item 7 **Consideration and Action:** PB 08-42 Blackwater Training Center: Renewal of Special Use Permit for a Security Training Operations and Services Facility on property located at the South end of Puddin Ridge Road, adjacent to the Camden County border, Tax Map 12, Parcel 1, and Tax Map 17, Parcel 1A, Moyock Township.

Item 8 **Consideration of Ordinance** prohibiting sand bags and beach push on Currituck Outer Banks

Item 9 **Appointment** to Library Board

Item 10 **Appointment** Whalehead Board of Trustees

Item 11 **Consent Agenda:**

1. Sagar Family Residence waive fees for landfill
2. Job Description for Marketing Program Manager
3. Budget Amendments
4. Maple Commerce Park Project Ordinance
5. Approval of March 1, 2010 Minutes

Item 12 Commissioner's Report

Item 13 County Manager's Report

Adjourn

**Public Comment**

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

Chairman O'Neal opened the public comment period.

Barbara Snowden, stated that UNC TV will be showing a program highlighting Currituck County waterways on March 21 and 29. Ms. Snowden updated the Board on the Old Jail restoration.

Commissioner Etheridge commented on the Arts Council Show that took place at the High School.

Andy Keeney, stated that he felt the agenda was a procedural error regarding Item 5, Corolla Fun Park.

Ike McRee, County Attorney, responded that the meeting was procedurally proper.

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

**Presentation by College of the Albemarle**

Matt Wood, Chairman of the College of the Albemarle Board of Trustees. Mr. Wood reviewed the funding and the cuts in funding. Mr. Wood stated that he will send a letter to the Board outlining funding requests to be considered during the next budget year.

**Action: PB 87-56 Monteray Shores, PUD: Request for an amended special use permit to designate an additional 1.10**

**acres of commercial zoning within the Planned Unit Development (PUD). The property is located in Monteray Shores, PUD, Tax Map 116, Parcels 3W and 10, Poplar Branch Township.**

Ike McRee, County Attorney, stated that the hearing was closed during the last meeting and asked the Board if they had any further questions.

**CASE ANALYSIS FOR THE**
**BOARD OF COMMISSIONERS**
**DATE: March 1, 2010**
**PB 87-56 Monteray Shores, Planned Unit Development**

**ITEM:** PB 87-56 Monteray Shores, Planned Unit Development, Amended Special Use Permit, to designate an additional 1.10 acres of commercial zoning within the PUD.

**LOCATION:** Corolla, Monteray Shores, PUD, Poplar Branch Township.

**TAX ID:** 0116-000-003W-0000 0116-000-0010-0000

**ZONING DISTRICT:** Outer Banks Standard Residential (R01) with PUD overlay.

| | |
|---|---|
| PUD Overlay (RO1): | 320.04 acres |
| PUD Overlay (GB): | 34.46 acres |
| PUD Overlay (GB): | 1.10 acres proposed |

**PRESENT USE:** Planned Unit Development, church site and undeveloped lands

**OWNER:** Monteray Shores, Inc.
5299 Pennock Point Road
Jupiter, FL
Corolla Worship Center
PO Box 668
Nags Head, NC 27959

**DEVELOPER:** IG Holdings, LLC
PO Box 120
Kitty Hawk, NC 27949

**ENGINEER:** Coastal Engineering & Surveying
934 W. Kitty Hawk Road
PO Box 1129

Kitty Hawk, NC 27949

**LAND USE/ZONING OF SURROUNDING PROPERTY:**

| | **Land Use** | **Zoning** |
|---|---|---|
| **NORTH:** | Open Space/Commercial/Apartments | PUD-RO1/GB |
| **SOUTH** | Open Space/Undeveloped Commercial | PUD-RO1/GB |
| **EAST:** | Commercial | PUD-RO1/GB |
| **WEST:** | Open Space | PUD-RO1 |

**LAND USE PLAN CLASSIFICATION:** The 2006 Land Use Plan classifies the site as **Full Service and Conservation** within the **Corolla** subarea.

**OPEN SPACE:** The required open space for Monteray Shores is 35% (124.46 acres). According to the proposed development plan Monteray Shores provides 37.1% (131.94 acres) of open space.

**I. NARRATIVE OF REQUEST:**

- The developer is seeking to amend the special use permit to allocate an additional 1.10 acres of commercial designation within the Monteray Shores PUD.
- The developer is also seeking a PUD variance that would allow the General Business (GB) zoning designation within the PUD. The UDO currently requires that commercial properties be designated as Limited Business-Hotel (LBH)designation. The request is to provide zoning consistency within the PUD.

**II. OUTSTANDING TECHNICAL REVIEW COMMITTEE COMMENTS:**

**Planning**

A. There is a discrepancy between the dedicated green area and the NC DENR wastewater permit allocations of green area. *(Staff commentary: Green area is land that is set aside for future wastewater needs).* In 2007, the original developer of Monteray Shores, PUD, dedicated easements and recorded green area maps within the PUD. Approximately two months later, Carolina Water submitted a request to NC DENR to expand the wastewater treatment facility. The request included a revised map that dedicated additional green area on property owned by Monteray Shores, Inc. (the original developer). According to Bob DeGabrielle, Monteray Shores, Inc., did not provide easements or dedication for the additional green area. It is the opinion of the county attorney and Mr.DeGabrielle that this additional allocation is not legally permitted since Monteray Shores, Inc. did not

authorize or make available the additional land for wastewater green area. In addition, Carolina Water, permit holder, must modify the green area and legally acquire additional lands suitable for wastewater disposal. Outside of all concerns outlined, it remains uncertain whether Carolina Water has legal authority to locate green area within the utility easement identified on the recorded easement plat (plat cabinet K, slide 49).

**III. QUESTION(S) BEFORE THE BOARD:**
**Special Use Permit Criteria and Staff Findings:**

Special use permits (SUP) are intended to allow the Board of Commissioners flexibility in the administration of the UDO. Through the SUP procedure, property uses which would otherwise be considered undesirable in certain districts can be developed subject to conditions of approval to minimize any negative effects they might have on surrounding properties.

In order to approve an SUP, certain criteria must be satisfied. The criteria and suggested findings of fact are outlined as follows:

1. Completeness of application.
   **Suggested Findings:**
   a. The application is complete provided assurances for wastewater disposal are submitted from NC DENR and Carolina Water.
2. The proposed use is among those listed in the Table of Permissible Uses as a special use indicated with an “S”.
   **Suggested Findings:**
   a. Chapters 3 and 10 of the UDO allow a planned unit development as a permissible use with a special use permit.

3. The conditions proposed meet or exceed the minimum requirements of this ordinance.
   **Suggested Findings:**
   a. The conditions proposed meet the minimum requirements of this ordinance.
4. The special use will not endanger the public health or safety:
   **Suggested Findings:**

a. The proposed development and conditions should have little to no negative impact on public health or safety.

5. The special use will not injure the value of adjoining in harmony with the area in which it is located

**Suggested Findings:**

a. The Unified Development Ordinance indicates that a planned unit development is allowed in the RO1 base zoning district and PUD overlay with a special use permit.

b. The requested zoning designation meets the UDO maximum commercial designation for a PUD.

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

**Suggested Findings:**

a. The 2006 Land Use Plan classifies this site as Full Service and Conservation (.178 acre) within the Corolla subarea. The Full Service classification supports the density and commercial allocations of a planned unit development provided design criteria is established to ensure commercial development protects and preserves the existing community. The Conservation classification provides for long-term management and protection of significant, limited, or irreplaceable natural resources. The classification is typically applied to areas that should not be developed (preserved), or if developed, done so in a very limited manner characterized by careful planning and cautious attention to the conservation of environmental features. With the exception of the proposed .178 acre commercial designation within the Conservation classification, the proposed use and conditions, are in keeping with the LUP Policy statements and the Corolla subarea policy emphasis, some of which are:

Policy HN3: Currituck County shall especially encourage two forms of residential development, each with the objective of avoiding traditional suburban sprawl:

1. OPEN SPACE DEVELOPMENTS that cluster homes on less land, preserving permanently dedicated open space and often sewage treatment. These types of developments are likely to occur primarily in the Conservation, Rural, and to a certain extent the Limited Services areas identified on the Future Land Use Map.
2. COMPACT, MIXED USE DEVELOPMENTS or DEVELOPMENTS NEAR A MIXTURE OF USES that promote a return to balanced, self-supporting community centers generally served by

centralized water and sewer. The types of development are contemplated for the Full Service Areas identified on the Future Land Use Map.

Policy CD2: Commercial and office development of greater than a neighborhood scale shall be encouraged to cluster in COMMERCIAL OR MIXED-USE CENTERS to curtail the proliferation of strip development, and minimize traffic generation.

Policy CD8: MIXED-USE DEVELOPMENTS, properly planned from the outside, which allow for a compatible mixture of residential and non-residential uses with a pedestrian scale and design, are encouraged. Similarly, businesses may be located adjoining (and therefore convenient to) an existing residential area, when such businesses can be shown to satisfy design considerations similar to a newly
planned, pedestrian-scaled, mixed use development.

7. The special 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. Such facilities must be in place or programmed to be in place within two years after the initial approval of the plan sketch plan in the case of major subdivisions).

**Suggested Findings:**

a. The county has adequate public facilities to service this subdivision.

**IV. STAFF RECOMMENDATION:**

The submittal appears to meet all of the requirements for SUP, and **staff recommends conditional approval** of the SUP subject to the findings of fact and the following conditions:

1. The commercial designation shall be located within the Full Service classification area and shall not include the .178 acre proposed in Conservation classification area as identified by the 2006 Land Use Plan. This condition excludes the existing 1.03 acre allocation of General Business (GB) approved by the Board of

Commissioners May 21, 2001 (See approved Amended Sketch Plan dated May 21, 2001 for specific location).

2. Low Impact Development techniques such as cisterns that capture the rainwater from the roof and rain gardens should be provided in environmentally sensitive areas or lands designated Conservation by the 2006 Land Use Plan. Cisterns should not discharge stormwater as sheet flow or concentrated flow across the ground as a means to drain cisterns. Water captured in cisterns should be reused within the development through building design, for maintenance of the building and grounds, in LID techniques such as rain gardens or constructed wetlands, or other uses approved by the county. (LUP Policy WQ5).
3. All inland, non-tidal and coastal wetlands should remain undisturbed excluding elevated walkways and placed into a conservation easement, preservation trust, or turned over to the homeowner’s association (LUP Policy ES2, ES3).
4. Any modification to green area must be approved by Currituck County and NC DWQ prior to implementation. Green area shall be identified by an easement, illustrated on a map, and recorded in the Currituck County Register of Deeds.
5. All projects, residential and non-residential, shall meet the minimum zoning requirements in effect at the time of construction.

**V. PLANNING BOARD RECOMMENDATION:**
The Planning Board **recommended approval** for an amended special use permit with the staff recommendations and omitting #1.

**PLANNING BOARD DISCUSSION (2/9/10)**
Mr. Delucia stated the plan already has stormwater approval from the Division of Natural Resources and it has already gone through its first technical review with the site plan. Mr. Delucia stated his client wants to build a family resort. Mr. Delucia provided an overview of what has been done.

- The special use permit has been submitted and gotten comments from the Technical Review Committee.
- The area where the low impact development track is located is already approved for general business. They felt this location would be good to minimize noise and also minimize spectators. Mr. Delucia talked about the stormwater situation and it has been taken care of.
- No wetlands are on the property which will be developed.

- Currently the open space is part of the Monteray Shores PUD and if his client purchases it the open space will be maintained the same way it is now.
- On the site plan they show a 10 foot wide path and a 20 foot easement along the highway and they have also offered to extend the path further to the Buck Island entrance.
- Mr. Delucia talked about the recommended hours of operations 9:00 a.m. to 10:00 p.m. as being problematic for them.
- There is no significant vegetation in the area.
- They intend to include preservation along NC 12.
- The architectural style matches the Corolla area.
- Gas powered vs. electrically powered karts. Mr. Delucia stated his client wants to use gas powered karts but is willing to use 4 stroke engines which don't have the noise level that 2 stroke engines have.

Mr. Wright asked if a study was done that says the area has no significant vegetation.

Mr. Delucia stated they went out to the property and compared it with the definition of "significant vegetation".

Mr. Rary stated he represents the TimBuck II Property Association. Mr. Rary stated they already have these entertainment facilities in Corolla. It is their understanding there is an issue between Carolina Water and Bob DeGabrielle regarding the water line crossings which still remain on this property. Until it is settled then the property should not be rezoned. The stormwater drainage at Whalehead cannot handle additional water. Property values will go down while your insurance will increase. They are concerned with the increase in traffic and how it will affect their business. People come to Corolla for the family values and quaintness. Mr. Rary asks the board to deny the request.

Mr. Lynch stated he is representing Monteray Shores Homeowners Association. Mr. Lynch stated that they are concerned that the Corolla Fun Park will make property values go down, safety, noise, lighting, toxic waste removal and the RO water plant. Mr. Lynch is asking the board to deny this request.

Mr. Zabloudil lives in Monteray Shores and is a business owner in TimBuck II. He is concerned with stormwater, environment, noise, lighting, and traffic. For these reasons he is asking that the board deny the request.

Mr. Meredith stated he has a lease with TimBuck II for the miniature golf and in the lease it has a non-compete clause for another miniature golf in the area. Mr. Meredith is asking the board to deny the request.

Mr. Wemer stated this is not compatible with Corolla. People come to Corolla for a different experience. Mr. Wemer asked what happens when these fun parks don’t do well financially. What are they left with? Mr. Wemer is asking the board to deny the request.

Mr. Delucia stated the driveway connection which is off NC 12 on the site plan has been approved by Department of Transportation. The stormwater will be handled onsite and nothing will go offsite.

Mr. Gray stated the usages they want to put on this property are permittable usages. Many questions have been brought up which staff has brought to the attention of the developer and they have tried to respond back to staff. Mr. Gray stated Carolina Water showed some real estate on the property that they had no right to do so. Mr. DeGabrielle and Carolina Water have been in litigation and now have settled. Part of the settlement is Mr. DeGabrielle giving Carolina Water the pond, the county is negotiation and going to put an easement and run water into that pond as well. The county has done an engineering study as to what type of capacity the pond is capable of handling. This will cause his client, if this project is approved, to have to raise his property up where the facilities are going to be so they don’t have overflow to their property. As to the issue if they are subject to the homeowner’s association, this is not before the board. This would be between his client and the homeowner’s association if he buys the property. Mr. Gray stated they are not part of the lease agreement with TimBuck II. Mr. Gray stated you are hearing a lot that there are plenty of things to do up in Corolla. If his client thought this, would he be spending this kind of money? His client believes there is a need. Mr. Gray stated his client is putting in 4 stroke engines which are quieter and not 2 stroke engines. These engines are environmental friendly because you don’t mix the oil and

gas together and they have an automatic shut-off. Mr. Gray stated he can remember when Monteray Shores came to this county and at that point and time there was hardly anything there. The arguments were from the people who lived there were we don't think it is compatible with our community to have such a large subdivision. We are hearing the same argument now.

**ACTION**
Mr. West motion to recommend approval with staff recommendations with admitting #1 of PB 87-56 Monteray Shores, PUD for an amended special use permit. Ms. Newbern seconded the motion. Motion carried unanimously.

**MEMORANDUM**

**To:** Carlos Gomez, Coastal Engineering
John Delucia, Albemarle & Associates

**From:** Donna Voliva, Planner II

**Date:** September 10, 2009

**Subject:** Monteray Shores, PUD Amended Sketch Plan, Special Use Permit

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The following comments were received for the September 16, 2009 TRC meeting. Additional comments may be received at the meeting, and comments are valid for six months from the TRC meeting date.

The necessary revisions listed below must be submitted to me by September 21, 2009 in order to remain on the October 13, 2009 Planning Board agenda.

**Planning, Donna Voliva**
Resubmit

*Amended Sketch Plan/Special Use Permit*
*Required Plan Modifications*

1. Based on the plans submitted, two PUD overlay variances are required:
    a. To allow the zoning designation General Business (GB) on parcel 0116000003W0000 that would be consistent with the remaining business property in Monteray Shores, PUD (Section 4.3.2 C. & D.)

b. To allow .08 percent reduction in the minimum required open space of 35 percent(Section 10.4.2)

2. The submitted amended sketch plan provides a development summary for Monteray Shores but does not provide a development plan that illustrates the locations of all open space, green space, or business areas. There are several phases of Monteray Shores that are being developed by different applicants; formerly Monteray Shores, Phase 3. All phases of Monteray Shores are combined for open space, green space, and business designations. A clear, illustrated map must be provided that defines all required areas that are subject to the business designations, green space as well as open space. Prior piece-meal project modifications are resulting in non-compliance with the PUD designation. The calculation summary appears inconsistent with the Monteray Shores, PUD amended sketch plan open space and business area calculations approved over the years but specifically 2006 for the tract formally identified as Phase 3. There are fluctuations in acreage and percentages. Please provide a map summary that is consistent with the table summary.
3. The Monteray Shores wastewater treatment plan green spaces maps for Corolla Water Service Inc, of NC (dated December 27, 2006) clearly show development within existing available green space. Improvements such as a service drive, proposed stormwater pond, portions of the miniature golf, playground, walkway and paddle boat dock, parking and possibly the proposed building appear to be within the designated green space areas. Please provide the revised plans that have been approved by the utility and the state that exclude the proposed development from green space.
4. Please provide information regarding proposed parcel 6. The submitted amended sketch plan indicates on entire parcel containing 37+ acres; however, the application for the special use permit indicates proposed parcel 6.
5. Please provide a copy of the approved wetland map dated 3-1-05. There appears to be inconsistencies with the map references and the submitted plans.
6. The plat prepared for Carolina Water Service recorded in plat cabinet K, slide 49 indicates the

existence of a utility easement in the area of the stormwater pond, gravel service drive, portions of the miniature golf, cart maintenance building, and portions of the go-kart track. Please provide the legal documentation that supports the abandonment of the easement.

7. Please provide written acknowledgement from Carolina Water Service for water and wastewater commitment. A copy of the letter submitted to CWS by Albemarle and Associates was submitted; however, an allocation acknowledgement from CWS must be provided.
8. Stormwater ponds may not be located within 10 feet of any property line.
9. Please indicate the entire Monteray Shores PUD in the vicinity map that is at a scale of 1″= 2000′ or larger on the amended sketch plan.
10. The amended sketch plan must be at a scale of 1″ = 100′ or larger.
11. The zoning classification of the development must be provided on the amended sketch plan.
12. All commercial activities must be located within the General Business zoning designation, including paddle boat dock.
13. Please provide details of the intended ownership of the open space.
14. Understanding the engineering costs for the site plan, the application is requesting the special use permit for the use only and a full site plan must be submitted to the technical review committee at a later date. Although, staff did not evaluate the site plan for full UDO compliance there are some items that do not appear to meet the minimum requirements and must be addressed:
    a. The dumpster location does not provide for adequate access that will not interfere with proposed parking spaces.
    b. Proposed parking must meet a 20′ vehicular area setback from any street right of- way (proposed or existing).
    c. The proposed development will be subject to the Maritime Forest Guide.
    d. The access for this development is proposed through a NCDOT controlled access right-of-way that has not been abandoned and a deeded parcel to NCDOT.Please provide verification that a full movement access is approved at this

location (also see suggested plan modifications below). If this location is approved by NCDOT and the Board of Commissioners, an easement is required.

*Suggested Plan Modifications*

1. The proposed go-kart tract is located within the Conservation land use classification and is considered environmentally significant. Preservation of areas of significant existing vegetation shall be encouraged. (Conserve Environmentally Sensitive Areas Policies and Water Quality Policies)
2. Low Impact Development techniques such as cisterns that capture the rainwater from the roof and rain gardens should be provided. Such cisterns should not directly discharge stormwater to the ground but should be reused within the development. The use of rain gardens should also be considered throughout the project and within the miniature golf and parking areas. (Conserve Environmentally Sensitive Areas Policies and Water Quality Policies)
3. Staff recommends all inland, non-tidal and coastal wetlands to remain undisturbed excluding elevated walkways and placed into a conservation easement, preservation trust or turned over the homeowner’s association. (Conserve Environmentally Sensitive Areas Policies, Water Quality Policies)
4. The access to the proposed development is within the NCDOT controlled access right-ofway and close to a signalized intersection. Staff recommends accessing the proposed development from Malia Drive. Should NCDOT and the Board of Commissioners allow the NC 12 connection, the access should be restricted to right-in and right-out. (Transportation Policies)
5. The county has initiated the Corolla Greenway multi-use path along the west side of Ocean Trail. It is anticipated that over time the path will extend the length of Ocean Trail. Staff would request the dedication of a 20 foot pedestrian easement for future multi-use path. (Parks and Recreation Policies)
6. Based on the elevation information provided with the site plan there are several elevated portions on this property, preservation of the significant existing vegetation and topography is encouraged (i.e. Along NC 12 and interior of the site). Please preserve natural features of this property when developing the site.

(Conserve Environmentally Sensitive Areas Policies and Water Quality Policies)

7. Staff recommends a reduction in parking spaces that would effectively reduce the amount of impervious material by providing bike racks to encourage alternate modes of transportation (Rate: 1 bike rack [each rack accommodating a minimum of 5 bicycles] for every 20 spaces – 1 to 1 reduction with a maximum of 3 parking space reduction).(Transportation Policies and Water Quality Policies)
8. This site is located at the gateway to Corolla. Should this site be selected for the Mid- County Bridge, it will be the first northbound site as you enter the Outer Banks. Extensive, native landscape improvements should be used on this site (Community Appearance Policies).
9. Staff encourages the integration of the area's architectural and cultural heritage when designing the buildings on this site. (Historic Preservation Policies)

**County Engineer, Eric Weatherly**

Approved with corrections

1. CWS provided me with a map indicating their green space and easements which I have forwarded to you. I do not agree that stormwater features and access roads should be allowed on green space.
2. Please indicate all utility and green space information from the information I provided on your site plans for clarity.
3. Provide easements for the existing groundwater discharge and 48 inch pipe.
4. It would appear the 48 inch pipe will be in the way of the future stormwater pond.
5. Provide the commitment letter from CWS.

**Utilities, Pat Irwin**

Approved

**GIS, Harry Lee**

Approved

1. Addresses for arcade building and manager's residences will be assigned by GIS at the time of building permit application.

**Fire Marshal, James Mims**

Approved.

1. Site plan will require additional review.

**Soil and Water, Mike Doxey**
Approval with corrections
1. Need state erosion and sedimentation control permit and stormwater permit.

**Currituck County Schools, Bruce McDonald**
Approved
1. No comment.

**Albemarle Regional Health Services, Joe Hobbs**
Denied/Resubmit
1. Any wastewater approvals for these proposed developments will need to be approved by the NC Division of Water Quality (Washington, NC office 252-946-6481). Consult with Health Department concerning pool and restaurant approvals at 252-232-6603.

**NCDOT, Roger Ward**
Approval with corrections
1. Not sure if access is allowed across a controlled access right-of-way. May have to go before control of access committee in Raleigh.

**US Army Corps of Engineers, Tom Steffens**
Denied/Resubmit
1. "New Wetlands Line" noted near the WWTP requires documentation as to origin, verification by USACE with Action ID#, if different from wetland line verified 03/2005. Please submit to USACE before finalizing.

**NC Division of Coastal Management, Charlan Owens**
No comment

**NCDENR, Land Quality, Pat McClain**
Approval with corrections
1. An erosion and sedimentation control plan for this project must be approved prior to initiating any land disturbance associated with this project.

The following agencies did not provide a recommendation for this project:

**Currituck County Emergency Management, MaryBeth Newns**
**Currituck County Sheriff Department, Susan Johnson**
**Currituck County Building Inspections, Spence Castello**

**Currituck County Parks and Recreation, Jason Weeks**
**Corolla Fire and Rescue, Richard Galganski**
**NCDENR Environmental Management, Roger Thorpe**
**NCDENR Public Water, Siraj Chohan**
**NC State Archaeology, Lawrence Abbot**
**Embarq, Hester Jones**
**Charter Communications, Sam Scilabba**
**Dominion Power, Troy Lindsey**
Resubmittal Items:
- 3 - full size copies of all revised plans.
- 10 - 11″x17″ copies of the amended sketch plan and special use permit plans.
- 1- 8.5″x11″ copy of all revised plans.
- 1- PDF digital copy of all revised documents.

Commissioner Aydlett moved to approve with findings of fact and staff recommendations. Commissioner Rorer seconded the motion. Motion carried.

**Public Hearing and Action: PB 09-38 Corolla Fun Park: Request for a special use permit to establish a 36-hole miniature golf course; go-kart track; spin zone; children's playground area; and arcade with limited retail, snack bar, and office on property located within Monteray Shores, PUD and Buck Island, PUD, Tax Map 116, Parcels 3W and 10 and Tax map 116D, Parcel 3D, Poplar Branch Township.**

Ike McRee, County Attorney, stated that the applicant has requested this be continued due to information just received by the applicant.

Commissioner Rorer moved to continue. Commissioner Aydlett seconded the motion. Motion carried with Commissioner Nelms voting no.

**Public Hearing and Action: PB 10-02 Beach Jeeps of Corolla: Request for a special use permit for an outdoor tour operator. The property is located at 103A Austin Street, Tax Map 115B, Parcel 2P2B, Poplar Branch Township.**

Sworn testimony was taken prior to making statements.

Ben Woody, Planning Director, reviewed the request.

**CASE ANALYSIS FOR THE**

**BOARD OF COMMISSIONERS**
**MEETING DATE: March 15, 2010**
**Special Use Permit**
**PB 10-02 Beach Jeeps of Corolla**

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**ITEM:** **SPECIAL USE PERMIT - OUTDOOR TOUR OPERATOR**

**LOCATION:** 103B Austin Street

**ZONING DISTRICT:** General Business (GB) – PUD Overlay District

**TAX ID:** 115B0002P2B0000

**OWNER:** Corolla Light Town Center, LLC
PO Box 1237
Nags Head, NC 27959-1237

**APPLICANT:** Bob White
Beach Jeeps of Corolla
1159H Austin Street
Corolla, NC 27927

**LAND USE/ZONING OF SURROUNDING PROPERTY:**

| | **Land Use** | **Zoning** |
|---|---|---|
| **NORTH:** | Commercial | Zoned GB |
| **SOUTH:** | Residential | Zoned RO1 |
| **EAST:** | Residential | Zoned RO1 |
| **WEST:** | Residential | Zoned RO1 |

**LAND USE PLAN CLASSIFICATION:** The 2006 Land Use Plan classifies the site as **Full Service** within the **Corolla** sub-area.

**NARRATIVE:**

1. The applicant is requesting a Special Use permit for conducting unguided horse tour rentals in the off-road areas of Corolla.

2. The Board of Commissioners adopted an ordinance on September 21, 2009 that established outdoor tour operators as a specific land use. Subsequently, any business operating as a vehicular tour operator with a

base operation within the jurisdiction of Currituck County is required to apply for a new special use permit.

3. The Special Use Permit application pertains to the property located at 103B Austin Street. Associated activities that may occur off-site are subject to the conditions included in the approved Permit.

4. There are several policies in the Currituck County 2006 Land Use Plan that support this type of endeavor. Some are as follows:
   a. POLICY ED1: new and expanding industries and 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 of Currituck County.
   b. POLICY HP3: Development of the tourism and educational potential of the area's architectural, historic and cultural resources shall be encouraged.

It appears this request is consistent with the policies and objectives of the Land Use Plan provided care is taken to ensure the outdoor tours are conducted in an environmentally sustainable manner. The Planning Department is particularly encouraged to see a growing emphasis on eco-tourism industries that expose the general public to the natural resources of Currituck County.

**QUESTION(S) BEFORE THE BOARD:**

**Special Use Permit Criteria and Staff Findings:**

Special Use Permits are intended to allow the Board of Commissioners flexibility in the administration of the UDO. Through the Special Use Permit procedure, property uses which would otherwise be considered undesirable in certain districts can be developed subject to Conditions of Approval to minimize any negative effects they might have on surrounding properties.

In order to approve a Special Use Permit, certain criteria must be satisfied. The criteria and suggested findings of fact are outlined as follows:

1. COMPLETENESS OF THE APPLICATION
   **Suggested Findings:**
   a) The application is complete.

2. COMPLIANCE WITH ORDINANCE REQUIREMENTS
   **Suggested Findings:**
   a) The applicant's proposal will be required to maintain compliance with all UDO requirements and any additional requirements of the Board of Commissioners.

      i. The proposed use **will not** materially endanger the public health or safety for the following reasons:
         **Suggested Findings:**
         - The parcel has adequate on-site parking and is located in a well established commercial area.

      ii. The proposed use **will not** substantially injure the value of adjoining or abutting property for the following reasons:
         **Suggested Findings:**
         - The Unified Development Ordinance indicates that outdoor tour operators are a permitted land use with a Special Use Permit in a General Business (GB) zoning district.

      iii. The proposed use **will** be in harmony with the particular neighborhood or area in which it is to be located.
         **Suggested Findings:**
         - The parcel is located in Corolla Light Town Center which is a well established commercial area and is therefore in keeping with the character of the surrounding area.

      iv. The proposed use **will** be in general conformity with the Land Use Plan, and any other plan officially adopted by the Board of Commissioners.
         **Suggested Findings:**
         - The 2006 Land Use Plan classifies this site as Full Service in the Corolla Subarea and the

proposed use is in keeping with the policies of the plan.

v. The proposed 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 applicable facilities are adequate. Such facilities must be in place or programmed to be in place within two years after the initial approval of the sketch plan. In the case of subdivision and multi-family development at the sketch plan/special use, preliminary plat or final plat stage, the Board of Commissioners may establish time limits on the number of lots/units available for development to assure adequate public facilities are available.

**Suggested Findings:**

- Approval of this request should have no impact on public facilities.

**STAFF RECOMMENDATION**

The proposal appears to meet the criteria for granting a Special Use Permit for the property at 103B Austin Street and staff recommends **APPROVAL** with the following conditions:

1. Tour vehicles shall be labeled with decals or paint markings that clearly display the company name. Label font size shall be a minimum of four inches.
2. All tours must be guided from Memorial Day to Labor Day. Tag-a-long tours are permitted as long as the lead vehicle is operated by an employee of the tour company and subsequent vehicles are under the employee’s supervision.
3. Tours shall comply with Chapter 3: Article II. Wild Horses, Chapter 10: Article II. Beaches and all other applicable provisions of the Currituck County Code of Ordinances. Tours shall also operate in accordance with all State and Federal laws.
4. There shall be one parking space required for every vehicle seating 1-5 persons, two parking spaces required for every vehicle seating 6-10 persons etc., and one parking space required for every two employees. If any additional activities or uses occur

on-site, additional parking may be required per the Unified Development Ordinance. Currently there is adequate parking available at the proposed location.

| Use | Parking Requirement | Quantity | Parking Total |
|---|---|---|---|
| Horse Tour Rentals | Tour vehicle seating 1-5 persons = 1 space per vehicle | 10 Jeeps | 10 |
| Employees (largest shift) | 1 space/2 employees | 4 employees | 2 |
| | | Total Required: | 12 |

5. Vehicles held in reserve in the event of inclement weather or breakdowns may be used as long as the parking requirements and all other conditions of this permit are met. Reserve vehicles must be stored at an approved location.
6. This special use permit shall be reviewed administratively on an annual basis and a report shall be filed with the Currituck County Board of Commissioners detailing the nature of any complaints received by the Planning Department. At the discretion of the Code Enforcement Officer or Board of Commissioners, the special use permit shall be subject to revocation or modification by the permit issuing authority following a public hearing.
7. The Board of Commissioners may establish a maximum number of vehicles as part of the special use permit approval process.

**PLANNING BOARD RECOMMENDATION**
The Planning Board **recommended approval** of the special use permit with staff recommendations.

**PLANNING BOARD DISCUSSION (February 9, 2010)**
Mr. White stated he has been conducting unguided horse tour rentals in the off-road areas of Corolla for four years. They have a route marked out for them to go too and they are on their own for approximately 2.5 hours.

Ms. Taylor asked if there is a minimum age limit to drive the vehicle.

Mr. White stated they have to be 25 years of age or older and have full insurance coverage.

Mr. Clark asked if they have ever had any problems with the law regarding his rentals.

Mr. White stated they have had people call and say a vehicle is doing something wrong. This year it makes it easy because they had decals or paint markings that clearly display the company's name. Mr. White stated they donate to the Wild Horse Fund. Mr. White stated it is hard to find responsible people to do guided tours. There are companies in Dare County who do not have any stipulations. One option is to have a caravan tour where you have 4 to 5 jeeps in one tour.

Mr. West stated he liked the fact that you have to be 25 years or older to drive but one thing in the past is that they need to be guided tours.

Mr. Woody stated that the special use permit will be for one year and then it will come back to the BOC for renewal.

Mr. Wright asked if the Wild Horse has a position on guided vs. unguided.

Mr. Woody stated the Wild Horse Tours are guided at the applicant request.

Mr. Midgette asked Mr. White if he was okay with staff recommendations.

Mr. White stated yes.

Ms. Wilson stated living in the Corolla area the tours are under the microscope and having an unguided tour may be self-destructive.

Mr. White stated he has a lot of money tied up in his business and he keeps the money in the community. If the tours were guided he may see a 5% reduction but maintenance cost of vehicles would go down. The public really enjoys the unguided tours.

Mr. Lanucci stated he is concerned about unguided tours and is in favor of guided tours.

Mr. Rothrock stated he would like to see a number on the jeeps along with the company name so when you call the sheriff department you can give them a number along with the company name. Control the number of permits which in turn will control the number of vehicles up in the off road area. Mr. Rothrock asked who is spending more money, the person who rents the jeep for 2.5 hours or rents a home for a week.

Mr. Lampe stated he likes a one year permits and he is in favor of guided tours.

**ACTION**
Mr. West motion to recommend approval with staff recommendations and that the tours be guided during the months of Memorial Day through Labor Day for a special use permit for an outdoor tour operator. Ms. Taylor seconded the motion. Motion carried unanimously.

**MEMORANDUM**

**To:** Bob White, Beach Jeeps of Corolla

**From:** Planning Staff

**Date:** January 20, 2010

**Re:** PB 10-02 Special Use Permit – Outdoor Tour Operator

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The following comments have been received for the December 16, 2009 TRC meeting.

**Planning, Jennie Newbern**
Approved

1. Tour/Rental vehicles shall be labeled with decals or paint markings that clearly display the company name. Label font size shall be a minimum of four inches.
2. Tours shall comply with Chapter 3: Article II. Wild Horses, Chapter 10: Article II. Beaches and all other applicable provisions of the Currituck County Code of Ordinances.

3. There shall be one parking space required for every vehicle seating 1-5 persons, two parking spaces required for every vehicle seating 6-10 persons etc., and one parking space required for every two employees. If any additional activities or uses occur on-site, additional parking may be required per the Unified Development Ordinance. Currently there is adequate parking available at the proposed location.

| Use | Parking Requirement | Quantity | Parking Total |
|---|---|---|---|
| Horse Tour Rentals | Tour vehicle seating 1-5 persons = 1 space per vehicle | 10 Jeeps | 10 |
| Employees (largest shift) | 1 space/2 employees | 4 employees | 2 |
| | | Total Required: | 12 |

4. This special use permit is valid for one year from the date of approval and shall remain valid so long as the conditions under which it is granted are met.
5. The Board of Commissioners may establish a maximum number of vehicles as part of the special use permit approval process.

**Currituck Soil and Water, Mike Doxey**
Approved – No Comments

**Currituck County Engineer, Eric Weatherly**
Approved – As long as no new construction is involved.

**Currituck County Utilities, Pat Irwin**
Approved – No Comments

**Currituck County Schools, Bruce MacDonald**
Approved – No Comments

**Currituck County GIS, Harry Lee**
Approved – No Comments

**Currituck County Building Inspections, Spence Castello**
Approved – No Comments

**Currituck County Parks and Recreation, Jason Weeks**
Approved –No Comments

**NCDOT, Roger Ward**
Approved – No Comments

**NC Division of Coastal Management, Charlan Owens**
Approved – No Comments

**NCDENR, Land Quality, Pat McClain**
Approved –No erosion and sedimentation control plan approval is required.

**Albemarle Regional Health Services, Joe Hobbs**
Consult with NCDWQ for wastewater treatment and disposal approval (252.946.6481)

**Currituck County Emergency Management, James Mims**
Approved- As long as there is adequate parking.

**Office of State Archaeology, Lawrence Abbott**
Approved-No comments

**Please note that comments were not received from the following:**

Charter Communications, Sam Scilabba
Dominion Power, Troy Lindsey
US Army Corps of Engineers, Tom Steffens
Embarq, Hester Jones
NCDENR, Environmental Management, Roger Thorpe
NCDENR, Public Water, Siraj Chohan
Currituck County Economic Development, Peter Bishop
Currituck County Sheriff, Susan Johnson
Currituck County Local Volunteer Fire Department

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

Commissioner Aydlett moved to approve with findings of fact and staff recommendations. Commissioner Nelms seconded the motion. Motion carried.

**Consideration and Action: PB 08-42 Blackwater Training Center: Renewal of Special Use Permit for a Security Training Operations and Services Facility on property**

**located at the South end of Puddin Ridge Road, adjacent to the Camden County border, Tax Map 12, Parcel 1, and Tax Map 17, Parcel 1A, Moyock Township.**

Sworn testimony was taken prior to making statements.

Ben Woody, Planning Director, reviewed the request.

Blackwater Training Center was granted a one year special use permit in March 2009 for the operation of a Security Training Operations and Services Facility. This special use permit is set to expire on March 2, 2009 and the applicant is requesting a renewal. The term of the original permit was for a one year period. The applicant is requesting that the renewal period be extended for a period greater than one year.

Conditions previously included on the permit are as follows:

1. The revised plan dated 1-21-2009 shall be the approved site plan for this permit.
2. All required county, state, or federal permits shall be secured before the use resumes and be kept in good standing for the duration of the use.
3. The storage of munitions or explosives shall be prohibited in Currituck County.
4. Each firing range shall be posted indicating the allowable caliber of weapon allowed and any other applicable rules.
5. A copy of the Military Handbook (ML-HDBK-1027/3B) shall be available at each firing range.
6. Noise violations or activities conducted past 10:00 p.m. will result in revocation of the permit.
7. Operations shall be prohibited on Sunday.

Kate McKenzie, Attorney, was present to answer any questions.

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

**Consideration of Ordinance prohibiting sand bags and beach push on Currituck Outer Banks**

Ike McRee, County Attorney, reviewed the ordinance.

Commissioner Rorer moved to continue to a work session for further information. Commissioner Etheridge seconded the motion. Motion carried.

**Appointment to Library Board**

Commissioner Rorer moved not to appoint a new member since this Board has 9 members and should be reduced by attrition. Commissioner Nelms seconded the motion. Motion carried.

**Appointment to Whalehead Board of Trustees**

Commissioner Nelms moved to appoint Andy Newbern. Commissioner Gregory seconded the motion. Motion carried.

**Consent Agenda:**

1. Sagar Family Residence waive fees for landfill
2. Job Description for Marketing Program Manager
3. Budget Amendments
4. Maple Commerce Park Project Ordinance
5. Approval of March 1, 2010 Minutes

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

| Account Number | Account Description | Debit<br>Decrease Revenue or Increase Expense | Credit<br>Increase Revenue or Decrease Expense |
|---|---|---|---|
| 18609-545000 | Contract Services | $ 3,600 | |
| 18390-499900 | Fund Balance Appropriated | | $ 3,600 |
| | | $ 3,600 | $ 3,600 |

**Explanation:** *Hog Bridge Ditch Drainage District (18609)* - To appropriate fund balance for ditch maintenance in the Hog Bridge Ditch service district.

**Net Budget Effect:** Hog Bridge Ditch (18) - Increased by $3,600.

| Account | Account Description | Debit<br>Decrease Revenue or Increase Expense | Credit<br>Increase Revenue or Decrease |
|---|---|---|---|

| Number | | | Expense |
|---|---|---|---|
| 60808-533201 | Lab Tests | $ 5,000 | |
| 60808-561000 | Professional Services | | $ 4,500 |
| 60808-526001 | Advertising | | $ 500 |
| | | $ 5,000 | $ 5,000 |

**Explanation:** *Ocean Sands Water and Sewer (60808)* - To transfer funds for required lab testing in the Ocean Sands Water and Sewer District.

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

| Account Number | Account Description | **Debit** Decrease Revenue or Increase Expense | **Credit** Increase Revenue or Decrease Expense |
|---|---|---|---|
| 10330-431000 | DSS Admin | | 11,057 |
| 10390-499900 | Fund Appropriated Balance | 11,057 | |
| | | $ 11,057 | $ 11,057 |

**Explanation:** *PUBLIC ASSISTANCE (752)* - Adjust to reflect new allocation received from the Smart Start partnership.

**Net Budget Effect:** Operating Fund (10) - Decreased by $11,057.

| Account Number | Account Description | **Debit** Decrease Revenue or Increase Expense | **Credit** Increase Revenue or Decrease Expense |
|---|---|---|---|
| 10460-526000 | Advertising | $ 1,000 | |
| 10460-532000 | Supplies | $ 6,000 | |
| 10460-514000 | Travel | | $ 500 |
| 10460-514500 | Training & Education | | $ 500 |
| 10460-516000 | Maintenance & Repairs | | $ 6,000 |
| | | $ 7,000 | $ 7,000 |

**Explanation:** *PUBLIC WORKS (10460)* - Transfer funds for energy efficient light bulbs for County buildings and for advertising employment opening.

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

| Account Number | Account Description | Debit: Decrease Revenue or Increase Expense | Credit: Increase Revenue or Decrease Expense |
|---|---|---|---|
| 10330-433000 | Senior Center Grants | $ 839 | |
| 10775-503000 | Salaries - Part time | | $ 839 |
| | | $ 839 | $ 839 |

**Explanation:** *Senior Center (10775)* - To reduce Senior Center Grants for reduction in the Senior Center Outreach grant for FY 2010.

**Net Budget Effect:** Operating Fund (10) - Decreased by $839.

| Account Number | Account Description | Debit: Decrease Revenue or Increase Expense | Credit: Increase Revenue or Decrease Expense |
|---|---|---|---|
| 10950-585003 | Food Bank | $ 2,500 | |
| 10420-589000 | OSD Reserve | | $ 2,500 |
| | | $ 2,500 | $ 2,500 |

**Explanation:** *Agency Appropriations (10950)* - To transfer funds from the Board OSD Reserve for additional contribution to the Pilmoor Food Pantry.

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

## COUNTY OF CURRITUCK
## CAPITAL PROJECT ORDINANCE

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

**SECTION 1.** The project authorized is professional services required for design of the Maple Commerce Park.

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

| | | |
|---|---|---|
| Professional Services/Design, surveys, etc. | $ | 333,170 |
| Reimburseable Expenses | $ | 10,000 |
| Contingency | $ | 25,000 |
| | $ | 368,170 |

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

| | | |
|---|---|---|
| Transfer from Occupancy Tax, Tourism Related | $ | 368,170 |
| | $ | 368,170 |

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

**SECTION 5. SPECIAL APPROPRIATIONS AND RESTRICTIONS**

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

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

**SECTION 6. CONTRACTUAL OBLIGATIONS**

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

a. He may execute contracts for construction or repair projects which do not require formal competitive bid procedures.

b. He may execute contracts for (1) purchases of apparatus, supplies, and materials, or equipment which are within the budgeted departmental appropriations; (2) leases of personal property for a duration of one year or less and within budgeted departmental appropriations; and (3) services which are within budgeted departmental appropriations.

c. He may execute contracts, as the lessor or lessee of real property, which are of a duration of one year or less which are within the budgeted departmental appropriations.

**SECTION 7. USE OF BUDGET ORDINANCE**

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

**Commissioner's Report**

Commissioner Taylor stated that the Moyock VFD will have a pancake breakfast 1st and 3rd Saturday each month.

Commissioner Nelms reminded citizens to register to vote.

Commissioner Rorer, commented on the Art Show held over the weekend.

Chairman O'Neal requested staff to send a letter to DOT on the dangerous condition of Waterlily Road.

**County Manager's Report**

Mr. Scanlon, County Manager, reminded citizens of the UNC program scheduled.

**Adjourn**

There being no further business, the meeting adjourned.

Number 2010083

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | Credit |
|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | Increase Revenue or Decrease Expense |
| 57878-596100 | Professional Services | $ 28,350 | |
| 57878-588000 | Contingency | | $ 28,350 |
| | | $ 28,350 | $ 28,350 |

**Explanation:** *Moyock Wastewater Construction (57878)* - Transfer funds from contingency for Arcadis Amendment #1 dated 4/5/2010 for design of the Newtown Wastewater pump station, as well as permitting and administration of this phase of construction and for Hazen & Sawyer preliminary site evaluations.

**Net Budget Effect:** Moyock Wastewater Construction (50878) - No change.

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Clerk to the Board

Number 2010084

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | Credit |
|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | Increase Revenue or Decrease Expense |
| 10531-532000 | Supplies | $ 6,744 | |
| 10330-445000 | Emergency Mgmt Grant | | $ 6,744 |
| | | $ 6,744 | $ 6,744 |

**Explanation:** *Emergency Management (10531)* - To record grant received for te Community Emergency Response Team (CERT). These funds will be used to purchase equipment and promotional items.

**Net Budget Effect:** Moyock Wastewater Construction (50878) - No change.

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Clerk to the Board

Number 2010085

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | Credit |
|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | Increase Revenue or Decrease Expense |
| 10797-590000 | Capital Outlay | $ 13,750 | |
| 10330-448600 | FIT Communities | | $ 13,750 |
| | | $ 13,750 | $ 13,750 |

**Explanation:** *FIT Communities (10797)* - To increase FY 2010 grant funding for FIT Communities multi-use path in Currituck.

**Net Budget Effect:** Operating Fund (10) - Increased by $13,750.

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Clerk to the Board

Number 2010086

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | | Credit | |
|---|---|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | | Increase Revenue or Decrease Expense | |
| 61818-532000 | Supplies | $ | 7,500 | | |
| 61818-514000 | Travel | $ | 300 | | |
| 61818-514500 | Training and Education | $ | 400 | | |
| 61818-516200 | Vehicle Maintenance | | | $ | 500 |
| 61818-516000 | Maintenance and Repair | | | $ | 3,000 |
| 61818-533200 | Lab Tests | | | $ | 700 |
| 61818-545000 | Contracted Services | | | $ | 4,000 |
| | | $ | 8,200 | $ | 8,200 |

**Explanation:** *Mainland Water (61818)* - To transfer funds for operations for the remainder of this fiscal year.

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

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Clerk to the Board

Number 2010087

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | Credit |
|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | Increase Revenue or Decrease Expense |
| 10440-561000 | Professional Services | $ 1,174 | |
| 10320-411010 | Article 39 Sales Tax | | $ 4,694 |
| 10390-499900 | Fund Balance Appropriated | $ 3,520 | |
| | | $ 4,694 | $ 4,694 |

**Explanation:** *Finance (10440)* - To record additional sales tax recovered through the reallocation contract with Tax Reduction Specialists and increase professional services for the contract fee.

**Net Budget Effect:** Operating Fund (10) - Increased by $1,174.

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Clerk to the Board

Number 2010088

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | | Credit | |
|---|---|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | | Increase Revenue or Decrease Expense | |
| 50790-570000 | Reimburseable Expenses | $ | 2,000 | | |
| 50790-594500 | Contracted Services | $ | 366 | | |
| 50790-596100 | Professional Services | $ | 7,094 | | |
| 50790-590000 | Capital Outlay | | | $ | 7,154 |
| 50380-481000 | Investment Earnings | | | $ | 2,306 |
| | | $ | 9,460 | $ | 9,460 |

**Explanation:** *Moyock Library (50790)* - To transfer funds and appropriate investment earnings for final change orders and signage at the Moyock Library.

**Net Budget Effect:** Governmental Construction Fund (50) - Increased by $2,306.

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Clerk to the Board

Number 2010089

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | Credit |
|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | Increase Revenue or Decrease Expense |
| 10750-545000 | Contract Services | $ 5,541 | |
| 10330-431000 | DSS Admin | | $ 11,547 |
| 10390-499900 | Fund Approriated Balance | $ 6,006 | |
| | | $ 11,547 | $ 11,547 |

**Explanation:** *Social Services Administration (10750)* - Increased funds to extend Vanguard contract for Temporary Food and Nutrition Services Intake Worker to assist with the current volume of applicants and expected 40% increase when the income threshold is raised significantly in June or July 2010. This contract will be fund 100% by the Department of Defense Appropriations Act of 2010 per letter dated March 17, 2010.

**Net Budget Effect:** Operating Fund (10) - Increased by $5,541.

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_____
Clerk to the Board

Number 2010090

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | Credit |
|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | Increase Revenue or Decrease Expense |
| 66868-532000 | Supplies | $ 9,000 | |
| 66868-516000 | Repairs and Maintenance | | $ 8,000 |
| 66868-545000 | Contracted Services | | $ 1,000 |
| | | $ 9,000 | $ 9,000 |

**Explanation:** Southern Outer Banks Water (66868) - Request to transfer funds to restock our supply of emergency repair partsneeded in the event of a main line leak/break.

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

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Clerk to the Board

Number 2010091

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| Account Number | Account Description | Debit<br>Decrease Revenue or Increase Expense | Credit<br>Increase Revenue or Decrease Expense |
|---|---|---|---|
| 10560-519701 | HCCBG-Access Service | $ 2,222 | |
| 10750-519503 | Domestic Violence | $ 2,500 | |
| 10760-585000 | Donations | $ 1,000 | |
| 10330-431000 | DSS Admin | | $ 2,500 |
| 10330-432200 | HCCBG-Transportation | | $ 2,222 |
| 10380-487000 | DSS Donations | | $ 1,000 |
| | | $ 5,722 | $ 5,722 |

**Explanation:** **Inter-County Transportation (560)** - Adjust to reflect final grant award amount. **Social Services Administration (750)** - Increase to reflect state funding authorization. **County Assistance (760)** - Adjust to reflect actual amount of funds received as donations.

**Net Budget Effect:** Operating Fund (10) - Increased by $5,772.

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Clerk to the Board

Number 2010092

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | Credit |
|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | Increase Revenue or Decrease Expense |
| 10461-514500 | Training and Education | $ 100 | |
| 10461-540000 | Worker's Compensation | | $ 76 |
| 10461-514000 | Travel | | $ 24 |
| | | $ 100.00 | $ 100.00 |

**Explanation:** Public Utilities (10461) - To transfer funds for wastewater school.

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

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Clerk to the Board

Number 2010093

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | | Credit | |
|---|---|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | | Increase Revenue or Decrease Expense | |
| 57878-588000 | Contingency | $ | 191,880 | | |
| 57390-495062 | T F - Newtown Road Sewer | | | $ | 91,880 |
| 57330-449900 | Miscellaneous Grants | | | $ | 100,000 |
| 62330-449900 | Miscellaneous Grants | $ | 100,000 | | |
| 62828-587057 | T T - Moyock Central Sewer | $ | 91,880 | | |
| 62828-590000 | Capital Outlay | | | $ | 185,000 |
| 62828-561000 | Professional Services | | | $ | 5,880 |
| 62380-481000 | Investment Earnings | | | $ | 1,000 |
| | | $ | 383,760 | $ | 383,760 |

**Explanation:** *Moyock Wastewater Construction (57878)* - Transfer Rural Center Grant funds and County Matching funds from Newtown Road Sewer District to the Moyock Central Sewer Project to connect Newtown Road to the Moyock Central Sewer.

**Net Budget Effect:** Moyock Wastewater Construction (50878) - Increased by $191,880.
Newtown Road Sewer District (62) - Decreased by $99,000.

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Clerk to the Board

Number 2010094

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | Credit |
|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | Increase Revenue or Decrease Expense |
| 66868-59000 | Capital Outlay | $ 2,000 | |
| 66868-516000 | Repairs and Maintenance | | $ 2,000 |
| | | $ 2,000 | $ 2,000 |

**Explanation:** Southern Outer Banks Water System (66868) - Transfer funds to replace burned out pump.

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

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Clerk to the Board

Number 2010095

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | Credit |
|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | Increase Revenue or Decrease Expense |
| 10795-553002 | Tournament Fees | $ 1,446 | |
| 10795-576002 | Youth Basketball | $ 3,861 | |
| 10350-469003 | Youth Basketball | | $ 3,851 |
| 10350-469012 | Adult Basketball | | $ 10 |
| 10795-540000 | Worker's Comp | | $ 186 |
| 10795-531400 | Equipment Fuel | | $ 1,260 |
| | | $ 5,307 | $ 5,307 |

**Explanation:** Recreation (10795) - Increase appropriations for basketball and tournament fees to record revenues received for hosting the basketball All-stars tournament.

**Net Budget Effect:** Operating Fund (10) - Increased by $3,861.

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Clerk to the Board

Number 2010096

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | | Credit | |
|---|---|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | | Increase Revenue or Decrease Expense | |
| 10480-557300 | Excise Tax on Deeds | $ | 175,000 | | |
| 10480-557301 | Floodplain Mapping Fees | $ | 10,000 | | |
| 10480-557302 | Deed of Trust Fee SB 202 | $ | 3,500 | | |
| 10480-558100 | Domestic Violence Center | $ | 4,000 | | |
| 10320-410000 | Excise Tax on Deeds | | | $ | 350,000 |
| 10390-499900 | Fund Balance Appropriated | $ | 157,500 | | |
| | | $ | 350,000 | $ | 350,000 |

**Explanation:** Register of Deeds (10480) - To increase appropriations for Register of Deeds Fees that have been received above initial appropriations.

**Net Budget Effect:** Operating Fund (10) - Increased by $192,500.

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Clerk to the Board

Number TDA 2010011

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, sitting as the Tourism Development Authority, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | Credit |
|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | Increase Revenue or Decrease Expense |
| 15447-545005 | Carova Beach Service Dist | $ 300,000 | |
| 15390-499900 | Fund Balance Appropriated | | $ 300,000 |
| | | $ 300,000 | $ 300,000 |

**Explanation:** *Tourism Related Expenditures (15447)* - To appropriate funds for road maintenance in the Carova Beach Service District.

**Net Budget Effect:** Occupancy Tax Fund (15) - Increased by $300,000.

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Clerk to the Board

Number TDA 2010012

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, sitting as the Tourism Development Authority, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | Credit |
|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | Increase Revenue or Decrease Expense |
| 15447-587050 | T T - Govt Construction | $ 368,170 | |
| 15390-499900 | Fund Balance Appropriated | | $ 368,170 |
| | | $ 368,170 | $ 368,170 |

**Explanation:** *Tourism Related Expenditures (15447)* - To appropriate funds design of Maple Commerce Park for Economic Development.

**Net Budget Effect:** Occupancy Tax Fund (15) - Increased by $368,170.

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Clerk to the Board

Number TDA 2010013

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, sitting as the Tourism Development Authority, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | Credit |
|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | Increase Revenue or Decrease Expense |
| 15447-590000 | Capital Outlay | $ 15,240 | |
| 15447-526200 | Playground Incentive | | $ 15,240 |
| | | $ 15,240 | $ 15,240 |

**Explanation:** *Tourism Related Expenditures (15447)* - To transfer funds to capital outlay for community signs for Moyock, Jarvisburg, Coinjock, Powells Point, Grandy and Knotts Island.

**Net Budget Effect:** Occupancy Tax Fund (15) - No change.

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Clerk to the Board

Number TDA 2010014

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, sitting as the Tourism Development Authority, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | Credit |
|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | Increase Revenue or Decrease Expense |
| 15442-526201 | Economic Dev Promotion | $ 50,000 | |
| 15390-499900 | Appropriated Fund Balance | | $ 50,000 |
| | | $ 50,000 | $ 50,000 |

**Explanation:** *Tourism Promotion (15442)* - To transfer funds to Economic Development Promotion for promotion of local business, business travel, and general County promotion and marketing to a business audience.

**Net Budget Effect:** Occupancy Tax Fund (15) - Increased by $50,000.

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Clerk to the Board

Number TDA 2010015

# BUDGET AMENDMENT

The Currituck County Board of Commissioners, sitting as the Tourism Development Authority, at a meeting on the 5th day of April 2010, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2010.

| | | Debit | Credit |
|---|---|---|---|
| Account Number | Account Description | Decrease Revenue or Increase Expense | Increase Revenue or Decrease Expense |
| 15442-526000 | Advertising | $ 1,000 | |
| 15442-590000 | Capital Outlay | $ 155 | |
| 15442-526200 | Promotional Efforts | | $ 1,155 |
| | | $ 1,155 | $ 1,155 |

**Explanation:** *Tourism Promotion (15442)* - To transfer funds for operations for the remainder of this fiscal year.

**Net Budget Effect:** Occupancy Tax Fund (15) - Increased by $1,155.

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Clerk to the Board