

Currituck County Board of Commissioners Agenda

Historic Currituck County Courthouse

Date: Monday, November 01, 2010 Time: 7:00 PM

- 7:00 p.m. Invocation
Pledge of Allegiance
- Item 1 Approval of Agenda
- Item 2 Public Comment
Please limit comments to items not appearing on the regular agenda, please limit comments to 3 minutes.
- Item 3 **Recognition of Brandon Crawford**
- Item 4 **Recognition of Eagle Scout Jerry Allen Ball**
- Item 5 **Resolution proclaiming November as Lung Cancer Awareness Month**
- Item 6 **Presentation on Veterans Administration Rural Health Initiative**
- Item 7 **Approval of YMCA Construction Contract Community Center**
- Item 8 **Approval of amendment to YMCA Lease Agreement**
- Item 9 **Recommendation of bid award** for parallel taxiway, Currituck Airport
- Item 10 **Consent Agenda:**
1. Budget Amendments
2. Approval of October 18, 2010, Minutes
3. Request to dispose of Finance Records
4. Petition for Addition of Algonquin Trail, Olathe Street and Donoma Court to State System
5. George Raper & Son Inc - Change order #3, Moyock Sewer Forcemain - additional telemetry at water treatment plant in Maple to serve the Moyock Central Sewer.

6. Resolution Requesting supporting Sectarian Prayers in the NC House of Representatives
7. Firefighter's Relief Fund Trustees - Crawford VFD

Item 11 Commissioner's Report

Item 12 County Manager's Report

Adjourn

**RESOLUTION
RECOGNIZING
BRANDON CRAWFORD**

WHEREAS, Brandon Crawford, a Currituck County resident, has been selected to represent the United States in the 2011 Special Olympics World Summer Games in Greece; and

WHEREAS, Brandon Crawford is one of the five athletes from North Carolina chosen for the national team; and

WHEREAS, in Greece, Brandon will compete against Special Olympians from more than 185 countries; and

WHEREAS, the 2011 summer games will be held from June 25 – July 4, 2011; and

WHEREAS, Brandon will compete in bowling, having previously represented Currituck County at the North Carolina Special Olympics competition; and

WHEREAS, prior to making the trip to Greece, the U.S. team will have the opportunity to meet in San Diego for a training camp from March 28 – April 1, 2011.

NOW, THEREFORE, BE IT RESOLVED, that the Currituck County Board of Commissioners acknowledges the talents, skills, and teamwork of Brandon Crawford, and does hereby extend this expression of its pride and wishes him the best in the 2011 Special Olympics.

ADOPTED this the 1st day of November, 2010.

ATTEST:

Gwen H. Keene, CMC
Clerk to the Board

S. Paul O'Neal,
Chairman

**RESOLUTION
OF
RECOGNITION**

WHEREAS, the Currituck County Board of Commissioners would like to take this opportunity to congratulate Jerry Allen Ball for having attained the coveted rank of Eagle Scout, and

WHEREAS, Jerry Allen Ball is one of only 4% of overall Scout membership who have claimed the rank of Eagle Scout; and

WHEREAS, Jerry is a member of Scout Troop 169 sponsored by the Moyock Ruritan Club; and

WHEREAS, this is also the culmination of the patriotic concern and devoted efforts of numerous adult Scout leaders and caring parents who have worked with Jerry to this end.

NOW, THEREFORE BE IT RESOLVED, the Currituck County Board of Commissioners joins with others in the recognition of Jerry Allen Ball for his outstanding accomplishment and wishes him continued success in his life's endeavors.

ADOPTED this the 1st day of November, 2010.

ATTEST:

S. Paul O'Neal
Chairman

Gwen H. Keene, CMC
Clerk to the Board

LUNG CANCER AWARENESS MONTH

Proclamation

WHEREAS, Lung cancer is the leading cause of cancer death in both men and women in the United States; and

WHEREAS, Lung cancer takes the lives of more Americans each year than breast, prostate, colon, liver, and kidney cancers combined; and

WHEREAS, former smokers and people who have never smoked comprise the majority of new cases of lung cancer each year; and

WHEREAS, 70% of new lung cancer cases will be diagnosed at late stage, with a 15% 5 year survival rate; and

WHEREAS, early lung cancer diagnosis and management protocols exist, yet have not been embraced as the standard of care; and

WHEREAS, funding for lung cancer research falls far short of that for other less fatal diseases; and

WHEREAS, the National Lung Cancer Partnership is a group of leading doctors, researchers, patient advocates, and lung cancer survivors, who are working together to improve treatments for lung cancer patients. We are dedicated to raising public awareness of the disease and generating funding for lung cancer research.

THEREFORE, the Currituck County Board of Commissioners does hereby officially proclaim the month of November as **LUNG CANCER AWARENESS MONTH** in the County of Currituck.

Furthermore, we urge all citizens of our County to do all we can to make lung cancer a national public health priority and offer compassion to people with lung cancer.

ADOPTED this the 1st day of November 2010.

ATTEST:

Gwen H. Keene, CMC
Clerk to the Board

S. Paul O'Neal,
Chairman



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 28 day of October in the year 2010
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

County of Currituck, North Carolina
153 Courthouse Road
Currituck, North Carolina 27929

and the Contractor:
(*Name, legal status, address and other information*)

Sussex Development Corporation
1604 Hilltop West Executive Center
Suite 300
Virginia Beach, VA 23451

for the following Project:
(*Name, location and detailed description*)

Currituck County Family YMCA and Community Center
130 Community Way
Currituck, North Carolina 27929

The Architect:
(*Name, legal status, address and other information*)

Woodard Design, P.C.
1100 Granby Street, Suite 201
Norfolk, Virginia 23510

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Int.

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User Notes:

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TABLE OF ARTICLES

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- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Contract time for construction of the Project will commence upon issuance of a Notice to Proceed by the Owner. It is anticipated that such Notice will be given no later than November 08, 2010

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement as set forth in § 3.1 .

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Four hundred twenty-six (426) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

N/A

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eleven Million Eight Hundred Ninety-seven Thousand Two Hundred Forty-seven Dollars and Zero Cents (\$ 11,897,247.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Senior Center Kitchen Equipment	35,000.00
Rec Gym Curtain	18,000.00
Rec Gym B-ball Goals & V-ball Equip.	43,450.00
YMCA Gym Basketball Goals	11,150.00
YMCA Playland Equipment	30,000.00
Fencing	10,000.00
Health Care Build Out	90,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above,

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payment shall be made by the Owner not later than ten (10) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

See Article 9 of the Currituck County Supplementary Conditions to AIA Document A201-2007 General Conditions for the Contract for Construction

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

See the Currituck County Supplementary Conditions to AIA Document A201-2007 General Conditions for the Contract for Construction

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

William H. George
YMCA of South Hampton Roads
250 W. Brambleton Avenue
Suite 100
Norfolk, Virginia 23510

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

6.25 % per annum

§ 8.3 The Owner's representative:
(Name, address and other information)

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Daniel F. Scanlon, II - County Manager
 County of Currituck, North Carolina
 153 Courthouse Road
 Currituck, North Carolina 27929

§ 8.4 The Contractor's representative:
(Name, address and other information)

Harry L. Davis, III
 Sussex Development Corporation
 1604 Hilltop West Executive Center, Suite 300
 Virginia Beach, Virginia 23451

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Currituck County Supplementary Conditions to AIA Document A201-2007 General Conditions for the Contract for Construction		None	15

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: Exhibit B

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

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Title of Drawings exhibit: Exhibit B

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum 1	10/05/2010	7
Clarification to Addendum 1	10/06/2010	2
Exhibit C – RFI Log		1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
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This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Daniel F. Scanlon, II, County Manager
(Printed name and title)

CONTRACTOR (Signature)

Harry L. Davis, III, President
(Printed name and title)

Init.

FIRST AMENDMENT TO
LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made effective as of November ____, 2010, by and between the COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina (the "County") and YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH HAMPTON ROADS, a Virginia non-stock corporation ("Lessee").

WITNESSETH:

WHEREAS, the County and Lessee entered into that certain Lease Agreement dated as of November 5, 2009 (the "Lease Agreement") for the premises delineated in that deed recorded in Book 826, Page 476 of the Currituck County Registry for the design, construction, and operation of a YMCA Family and Community Center; and

WHEREAS, the County and the Lessee desire to amend certain obligations under the Lease Agreement and to ratify and confirm the Lease Agreement as hereby amended.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereto do hereby agree as follows:

1. The second WHEREAS clause is amended by deleting the current second WHEREAS clause in its entirety, and inserting the following provision in lieu thereof:

"WHEREAS, the County will invest up to Twelve Million Dollars (\$12,000,000.00), excluding site work as directed by the County, for the design and construction for the Community Center; and"

2. Paragraph 1 of the Lease Agreement captioned "Leased Property; Easement; Examination of Premises; Right of Termination" is hereby amended by deleting the initial phrase "The County hereby leases to Lessee and Lessee leases from County those certain Premises, consisting of 50,000 square feet of space within County's Community Center (the "Premises")" in the first three lines in the paragraph, and inserting the following provisions in lieu thereof:

"The County hereby leases to Lessee and Lessee hereby leases from the County those certain premises, consisting of a portion of the approximately 74,704 square foot facility within the County's Community Center and identified on Exhibit A (the "Premises"), ..."

3. Paragraph 6 of the Lease Agreement captioned "County and Lessee Responsibilities for Community Center Project," is hereby amended by adding the following provisions at the end of the current Paragraph 6a.:

“In addition to the terms specified in Paragraph 9 of the Lease Agreement, Lessee’s construction management responsibilities for the Premises will be as follows:

(i) Representing and acting on behalf of the County in the administration and execution of the construction contract entered into between the County and Sussex Development Corporation dated _____, 2010 (the “Construction Contract”) and performing all the roles and responsibilities required of the Owner’s Agent in the Construction Contract.

(ii) Upon written approval from the County, Lessee will purchase and install the YMCA Family Center office and building equipment at a cost not to exceed \$275,000.00; and purchase and install the YMCA Family Center health and fitness equipment for a sum not to exceed \$330,000.00. Lessee shall have the option to be reimbursed by the County for the purchase of the YMCA Family Center’s building, health and fitness equipment, or to have payment made directly from the County to each approved vendor.

(iii) Providing construction contract administration and management services and arranging for professional services as required for architectural, structural, plumbing, electrical, mechanical and civil engineering. The cost of such services will not exceed \$589,400.00. Lessee acknowledges that, to date, it has billed and received \$458,179.50 for services already provided. The County and the Lessee may expand the scope of work and services through mutual agreement, in writing signed by both parties.

(iv) Lessee reserves the right to exercise its best professional judgment in making changes to the finishes, furnishings and equipment for the YMCA Family Center that do not result in an increase in cost to the County and do not affect the material quality, operation, experience of user, or operation of the YMCA Family Center.”

Paragraph 6b. of the Lease Agreement will also be amended by adding at the end of current language the following sentence:

“The County shall provide the site for the Community Center which will be located at _____.

4. Paragraph 9g. of the Lease Agreement captioned “Construction, Operation, Ownership, and Maintenance of Community Center and Premises” is hereby amended by deleting the introductory phrase “Lessee shall construct” in the first line and inserting the following provisions in lieu thereof: “Lessee shall ascertain that Contractor constructs ...”

5. Paragraph 12c. of the Lease Agreement captioned "Liability Insurance" is hereby amended by deleting that Paragraph in its entirety and inserting the following provisions in the lieu thereof:

"c. During the construction of the Community Center, Lessee shall insure that the Contractor shall provide and keep in force for the benefit of the County, Lessee, and the general contractor, "all risk" builder's risk insurance excluding a two percent (2%) wind deductible to be paid by the County, on the Community Center and other improvements on the Premises during the course of construction. If, during the Term, Lessee is engaged in repairs of the Premises such that "all risk" builder's risk insurance will be required by the County on the Community Center and other improvements on the Premises while such additional construction is occurring, Lessee will ensure that the contractor making such repairs shall provide and keep in force for the benefit of the County, Lessee, and the contractor, "all risk" builder's risk insurance.

6. Except as herein amended or modified, the Lease Agreement shall remain in full force and effect and is hereby ratified and confirmed as amended by this First Amendment.

7. Each of the parties to this First Amendment represent and warrant that it has full power and authority to execute and deliver this First Amendment and that all necessary consents and approvals in connection with such execution and delivery have been obtained.

8. This First Amendment may be executed in multiple counterparts each of which shall constitute an original but all of which taken together shall constitute one and the same instrument. The signature page of any counterpart may be removed and attached to another counterpart to form a completely executed document. Execution may be by facsimile and the parties hereby agree that facsimile signatures shall be given the same effect as original signatures.

IN WITNESS WHEREOF the parties hereto have duly executed this First Amendment as of the date first above written.

COUNTY OF CURRITUCK

ATTEST:

Clerk to the Board

By: _____
Chairman, Board of Commissioners

(COUNTY SEAL)

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

Currituck County Finance Officer

STATE OF NORTH CAROLINA,
COUNTY OF CURRITUCK, to-wit:

I, a Notary Public of the County of _____, and State aforesaid, certify that _____, Clerk to the Board, personally appeared before me this day and acknowledged that she/he is the Clerk to the Board of Commissioners for Currituck County, and that by authority duly given and as the act of the County of Currituck, the foregoing instrument was signed in its name and on its behalf as its act and deed by the Chairman of the Board of Commissioners and attached and sealed by her/him as the said Clerk to the Board of Commissioners. _____ is personally known to me or has provided _____ as identification.

Witness my hand and notarial seal/stamp this _____ day of November, 2010.

Notary Public

Printed Name

(AFFIX NOTARY SEAL/STAMP)

My Commission expires: _____

Notary Registration No: _____

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SOUTH HAMPTON ROADS

By: _____
William H. George, Chief Operating Officer

ATTEST:

Chief Financial Officer

COMMONWEALTH OF VIRGINIA,
CITY OF _____, to-wit:

I, _____, a Notary Public of the City and State aforesaid, certify that William H. George personally appeared before me this day and acknowledged that he is the Chief Operating Officer for the Young Men's Christian Association of South Hampton Roads, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name and on its behalf as its act and deed by the Chief Operating Officer of the Corporation and attested and sealed by Susan Ohmsen, as Chief Financial Officer.

Witness my hand and notarial seal or stamp this _____ day of November, 2010.

Notary Public

Printed Name

(AFFIX NOTARY SEAL)

My Commission expires: _____

Notary Registration No.: _____



Eric T. Weatherly, P.E.
County Engineer

Currituck County

Post Office Box 38
Currituck, North Carolina 27929
252-232-6035

FAX 252-232-3298
Eric.Weatherly@CurrituckCountyNC.Gov

MEMORANDUM

Date: October 21, 2010

To: Board of Commissioners
County Manager
Finance Director

From: Eric T. Weatherly

RE: Recommendation of Award
Parallel Taxiway, Currituck Airport

The parallel taxiway project consists of a taxiway from the terminal building to the northern end of the runway. The taxiway is 35' wide and approximately 2500' long and constructed of asphalt. The taxiway will be 400' from the centerline of the existing runway. Also included in the project are repairs to the existing aprons next to the terminal building and widening the connector apron from the terminal building to the runway. Attached are layout maps illustrating the project location and construction sequencing. It is anticipated that the runway will have to be closed for a 3 week period around next April. The entire project should be complete by next June.

Attached is the consulting engineering firm's recommendation of award to RPC (Robbie Parker Contracting) of Kitty Hawk. The project was bid on September 29, 2010 and three competitive and responsive bids were received. Please review the consultant's recommendation for more details on the bids.

The consultant's recommendation letter also lists funding for the project. The project will be funded by 90% Division of Aviation (DOA) grant funds and 10% County match. Note in the award package the letter from DOA regarding a shortage of \$76,595. DOA has committed to funding the shortage and official award is forthcoming.

We are recommending to the Board of Commissions that the Airport Parallel Taxiway project be awarded to RPC for the amount of \$1,544,960.70, contingent upon receipt of the final grant amount of \$76,595. With your concurrence and receipt of the final grant amount, we will move forward with finalizing contracts to begin construction.

TALBERT & BRIGHT

October 19, 2010

Mr. Eric Weatherly
County Engineer
Currituck County
PO Box 39
Currituck, NC 27929

RE: Currituck Regional Airport
Partial Parallel Taxiway, Stub Taxiway and Apron Pavement Rehabilitation
TBI No. 2201-1001

Dear Eric:

Bids were taken on Wednesday September 29, 2010 for the Partial Parallel Taxiway, Stub Taxiway and Apron Pavement Rehabilitation project at Currituck Regional Airport. Three bids were received for this project, one from Barnhill Contracting Company, one from RPC Contracting, Inc. and one from E.V Williams, Inc. Enclosed please find the certified bid tabulation. We have reviewed the bids received and RPC Contracting, Inc. is the lowest responsive and responsible bidder in the amount of \$1,544,960.70.

RPC Contracting, Inc. has indicated that they will provide DBE participation using a DBE certified with the State of North Carolina Department of Transportation to perform hauling, silt fence installation, seeding and mulching. The total amount of DBE participation that RPC Contracting, Inc. has proposed with their bid is 6.0%, which meets the project DBE goal requirement of 6.0%.

RPC Contracting did provide a bid bond in accordance with the specifications and other bid documents have been properly completed and signed including their DBE paperwork.

We are still awaiting a Stormwater Permit from the North Carolina Department of Environment and Natural Resources (NCDENR). We expect to have an approved Stormwater Permit from NCDENR in the next 30 days.

Based on this information, Talbert & Bright recommends award of the contract to the low bidder, RPC Contracting, Inc. in the amount of \$1,544,960.70 contingent on receipt of the Stormwater Permit Approval from NCDENR.

Project construction costs will be covered under existing NCDOT Division of Aviation Grants and a forthcoming NCDOT Division of Aviation Grant. Attached is a summary of available grant funds for the project and a summary of the project costs. Funds from Grant No. 36237.8.6.1 and remaining funds from Grant No. 36244.10.3.1 will be utilized for to cover the construction costs for this project. A new grant from the NC Division of

ENGINEERING & PLANNING CONSULTANTS

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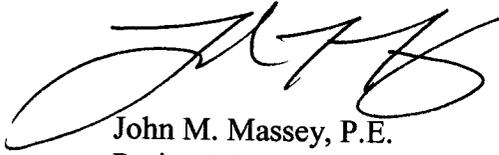
4810 SHELLEY DRIVE WILMINGTON, NC 28405 910.763.5350 FAX 910.762.6281

19
WILMINGTON, NORTH CAROLINA • CHARLOTTE, NORTH CAROLINA • RICHMOND, VIRGINIA

Aviation will be issued to cover the funding shortfall identified in the attached summary of available funds and project costs. Please see the attached letter from the NCDOT Division of Aviation regarding this additional funding.

If you have any questions about the enclosed information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Massey', with a large, stylized flourish extending from the end of the signature.

John M. Massey, P.E.
Project Manager

Enclosures

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 1st day of November, 2010 , passed the following amendment to the budget resolution for the fiscal year ending June 30, 2011.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10530-561000	Professional Services	\$ 530	
10380-484001	Insurance Claims		\$ 530
66868-516000	Repairs & Maintenance	\$ 4,203	
66380-484001	Insurance Claims		\$ 4,203
		<u>\$ 4,733</u>	<u>\$ 4,733</u>

Explanation: *Emergency Services (10530); Southern Outer Banks Water System (66868)* - Increase appropriations for insurance claim for an ambulance accident and lightning strike at the Southern Outer Banks Water system.

Net Budget Effect: Operating Fund (10) - Increased by \$530.
Southern Outer Banks Water Fund (66) - Increased by \$4,203.

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Clerk to the Board

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<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10550-516000	Repairs & Maintenance	\$ 1,000	
10550-531000	Gas	\$ 500	
10550-516400	Equipment Repair		\$ 500
10550-531400	Equipment Fuel		\$ 1,000
		<u>\$ 1,500</u>	<u>\$ 1,500</u>

Explanation: *Airport (10550)* - To transfer funds for emergency repair of hangar door and to reclassify fuel budget.

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

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<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
57878-596100	Professional Services	\$ 267,352	
57878-590000	Capital Outlay		\$ 267,352
		<u>\$ 267,352</u>	<u>\$ 267,352</u>

Explanation: *Moyock Central Sewer (57878)* - 600,000 GPD Soil/Hydrogeologic Site Assessment and engineering services for a 99,000 GPD Wastewater Treatment Plant with support building design and permitting for the Moyock Central Sewer system.

Net Budget Effect: Moyock Central Sewer Fund (57) - No change.

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<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10531-532000	Supplies	\$ 60	
10531-545000	Contract Services	\$ 999	
10330-445000	Emergency Management Grants		\$ 1,059
		<u>\$ 1,059</u>	<u>\$ 1,059</u>

Explanation: *Emergency Management (10531)* - Increase appropriations for Homeland Security Grant 2008-GET8-0033-1046 used for Emergency Management Training.

Net Budget Effect: Operating Fund (10) - Increased by \$1,059.

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<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10430-526000	Advertising	\$ 140	
10430-532000	Supplies		\$ 140
		<u>\$ 140</u>	<u>\$ 140</u>

Explanation: *Elections (10430)* - Transfer funds for required election advertising.

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

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<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10330-433000	Senior Center Grants	\$ 5,959	
10390-499900	Appropriated Fund Balance		\$ 5,959
		<u>\$ 5,959</u>	<u>\$ 5,959</u>

Explanation: *Senior Centers (10775)* - To reduce appropriations for Senior Center General Purpose grant.

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

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 Clerk to the Board



THE ALBEMARLE COMMISSION

LEAD REGIONAL ORGANIZATION FOR REGION R

Member
Governments

Director, Bert Banks

Chairman, Barry Nelms
Executive

Camden
Chowan
Currituck
Dare
Gates
Hyde
Pasquotank
Perquimans
Tyrrell
Washington

Columbia
Creswell
Edenton
Elizabeth City
Gatesville
Hertford
Kill Devil Hills
Kitty Hawk
Manteo
Nags Head
Plymouth
Roper
Southern Shores
Winfall

Memorandum

To: All Region R Senior Center Directors
From: Lynne R. Raisor, Assistant AAA Director
Date: Septmeber 21, 2010
Subject: SENIOR CENTER GENERAL PURPOSE FUNDING

As you are aware, in the fall of each fiscal year, the seventeen NC Area Agencies on Aging (AAA) await an updated Notice of Grant Award (NGA) from the Division of Aging and Adult Services (DAAS) which lists funds (including Senior Center General Purpose funds) that have been awarded to the AAAs. In the last NGA which we received, dated September 30, 2010, no Senior Center General Purpose funds had been awarded to the DAAS. We have been anticipating a revised NGA which would include these funds. We have just been notified that as of this date, the last NGA that we received, which did not include any SCGP funding, will not be revised at this time. The NC DAAS will notify us should these funds become available. Therefore, at this time we will not be preparing grant applications for this funding. You will be notified if funding becomes available. You will need to adjust your budgets accordingly, if necessary, and not incur costs that would be dependent on this funding.

If you have questions or concerns please feel free to contact me at 426-5753, ext. 232 or Susan Scurria, AAA Director at ext. 224.

CURRITUCK COUNTY
NORTH CAROLINA
October 18, 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, Gregory, Rorer, Nelms, Aydlett and Taylor.

Invocation and Pledge of Allegiance

Reverend David Coxson, Powells Point Christian Church, was present for the invocation.

Approval of Agenda

Commissioner Rorer moved to approve. Commissioner Taylor seconded the motion. Motion carried.

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.

Teresa MacPherson, Walnut Island, reminded citizens about Community Pride Days, Thursday thru Saturday, in the Walnut Island community.

Troy Breathwaite, Moyock, thanked the Board for their support in opposing OLF and to continue their efforts opposing OLF in Camden and Currituck.

Commissioner Taylor thanked Mr. Breathwaite and Ms. Krause for their efforts on OLF.

Commissioner Gregory would like a letter sent to Bob Kohler thanking him for his work bringing "The Moving Wall" to Currituck County.

Commissioner Rorer reminded citizens to vote and to support October as "Breast Cancer Awareness Month."

Chairman O'Neal requested staff to have "Bear Crossing" signs placed from the Coinjock Bridge to Grandy.

Public Hearing and Action: PB 00-06 Robert F. London, Inc.: Pursuant to Order of Currituck County Superior Court rehearing of the application of Robert F. London, Inc. for special use permit for an adult oriented night club at 9098 Caratoke Highway, Point Harbor, Poplar Branch Township, Parcel Identification Number 0132-000-133A-0000.

Ike McRee, County Attorney, reviewed the process for a Special Use Permit (SUP).

Sworn Testimony was taken prior to making comments.

Ben Woody, Planning Director, reviewed the case analysis.

**CASE ANALYSIS FOR THE
BOARD OF COMMISSIONERS
DATE: October 18, 2010
PB 00-06 R.F. London, Inc.**

Request : To operate an adult and sexually oriented business consisting of a "Nightclub offering comedy, pool tables, video games, musicians, dancing, topless dancing, organized parties for businesses or groups." The property is located on US 158, Point Harbor, in the building now occupied by Mermaids Nightclub, Tax Map 132, Lot 133A, Poplar Branch Township.

I. SPECIAL USE PERMIT CRITERIA AND STAFF FINDINGS

1. Completeness of application. (formerly Section 1402(1)(b))

Suggested Findings:

- a. The completed application was submitted on February 7, 2000.

2. The proposed use is among those listed in the Table of Permissible Uses as a special use indicated with an "S". (formerly Section 1402(1)(a))

Suggested Findings:

- a. The requested permit, an adult oriented business (presently adult establishment), is within the jurisdiction of the Planning Board/Board of Commissioners according to Section 1310, use number 37.000 (presently Section 2.5 Permitted Uses Table).

- b. An adult oriented business (presently adult establishment) is allowed in the Heavy Manufacturing (HM) zoning district, not in the General Business (GB) zoning district. The subject property is zoned General Business (GB) and the applicant has not applied for a zoning map amendment.
3. The conditions proposed meet or exceed the minimum requirements of this ordinance. (formerly Section 1402(1)(c))

Suggested Findings: The application is not in compliance with the following requirements of the Unified Development Ordinance:

- a. R. F. London, Inc. was granted a conditional use permit on January 26, 1994 to operate a nightclub and billiards/gameroom on US 158, Point Harbor Township, Tax Map 132, Lot 133A, by the Board of Adjustment based on hearings held August 25, 1993 and January 26, 1994. During hearings, Mr. London testifies that the nightclub will not feature topless dancing.
- b. On May 20, 1994, Mr. John W. Halstead, Jr., attorney for R.F. London, Inc., sends a letter to County Attorney William H. Romm advising the county that topless dancing will be offered on a regular basis unless the county believes topless dancing would be grounds for revoking the conditional use permit.
- c. On May 25, 1994 Mr. William H. Romm, Currituck County Attorney, sends a letter to Mr. John W. Halstead advising him that topless dancing would be grounds for the county revoking R.F. London, Inc.'s conditional use permit. That determination was not appealed to the Board of Adjustment by Robert F. London, Inc.
- d. On August 13, 1994, an inspection by the county of Mermaids Nightclub verifies that topless dancing was occurring on the premises.
- e. August 31, 1994 The Currituck County Board of Adjustment revokes R.F. London, Inc.'s conditional use permit.
- f. September 19, 1994 Currituck County adopts an adult and sexually oriented business regulation (formerly Section 808 and 1310 of the UDO) which, among other conditions, requires such uses to locate in an "Heavy Manufacturing" zoning district with a special use permit granted by the Planning Board and Board of Commissioners and be located 1,000 feet from any dwelling and any R and RA zoning district.

- g. Robert F. London appeals the Board of Adjustment decision to revoke the conditional use permit on September 28, 1994.
- h. On December 29, 1994, Superior Court Judge Gary E. Traywick ruled: 1) the public hearing held on Mr. London's conditional use permit was invalid; 2) the Board hold a new hearing to determine if the petitioner's proposed use complies with the ordinances of Currituck County; and 3) that a new hearing be duly advertised as prescribed by ordinance.
- i. Robert F. London appeals the Superior Court Judge's ruling to the North Carolina Court of Appeals on January 24, 1995.
- j. North Carolina Court of Appeals dismisses Robert F. London's appeal on January 16, 1996. The Superior Court Judge's ruling of December 29, 1994 stands.
- k. In letters dated February 12, 1996 and March 11, 1996, Currituck County informs Mr. Robert F. London and Mr. John Halstead, attorney for Mr. London, respectively, that a new application is needed stating the intended use in order to hold a new public hearing in accordance with the December 29, 1994 Superior Court Judge's ruling.
- l. In a letter dated April 1, 1996, Mr. Robert F. London submits a written statement indicating the type of entertainment being offered at Mermaids Nightclub, including "...music bands and acts, GoGo dancers, topless dancers, televised sporting events, oil wrestling, male revue shows, comedians, karaoki, pool tournaments and other entertainment acts typically associated with nightclubs.". This is the first time Mr. Robert F. London submitted any type of request for topless dancing and adult oriented activities. Prior to April 1, 1996, the county never received a request to operate an adult oriented business.
- m. In a letter dated May 6, 1996, Currituck County acknowledges acceptance of Mr. Robert F. London's April 1, 1996 letter as an amendment to his original conditional use permit application.
- n. On May 29, 1996, the Board of Adjustment holds a public hearing and denies R. F. London Inc.'s conditional use permit application for an adult and sexually oriented business based on the reasons stated in the June 4, 1996 order signed by the Chairman of the Board of Adjustment.
- o. On July 8, 1996 Robert F. London, Inc. appeals the Board of Adjustment decision to Superior Court.

- p. On September 28, 1999, Superior Court Judge Jerry R. Tillett ruled the Board of Adjustment shall rehear Robert F. London, Inc.'s conditional use permit pursuant to Sections 1304 and 808 of the UDO (presently Sections 2.5 and 3.7.1) AND the Board of Commissioners shall consider the applicant's proposal pursuant to Section 808 (presently Section 3.7.1) of the UDO and make specific findings of fact and conclusions of law to address the following:
1. The Petitioner's initial intended use;
 2. The secondary effects of the Petitioner's initial use;
 3. The Petitioner's amended use;
 4. The secondary effects of the Petitioner's amended use
 5. How the secondary effects are affected by the different intended uses.
- q. Section 2201 (presently Section 11.8) of the Unified Development Ordinance requires a public hearing prior to granting a conditional use permit.
- r. Since the public hearing for Robert F. London, Inc.'s conditional use permit was revoked, Mermaids Nightclub does not have a conditional use permit to operate an adult business nightclub. Further, Mermaids Nightclub is not considered a nonconforming use under Article 15 of the Unified Development Ordinance because it has no permit to operate under.
- s. Robert F. London, Inc. does not have a vested right to operate Mermaids Nightclub because Section 2019 (1) and (2) (presently Section 11.12 (A) and (B)) requires a conditional use permit to obtain a vested right "...following notice and public hearing."
- t. Mermaids Nightclub has continued to operate an adult business by allowing topless dancing. Mr. London was convicted in District Court for operating Mermaids nightclub without a conditional use permit, paid the fine, and was ordered by the court to not operate until he had a valid permit (96CRS532).
- u. Sections 808 and 1310 (presently Sections 3.7.1 and 2.5) of the Unified Development Ordinance, adopted September 19, 1994, classifies topless nightclubs as "Adult Businesses" which requires such businesses to locate in a Heavy Manufacturing zoning district with a special use permit and 1,000 feet from any dwelling or R and RA zoning district, among other things.
- v. The property on which Mermaids is located, US Highway 158, Point Harbor, Tax Map 132, Lot 133A, Poplar Branch Township, is zoned General Business. Further, the building in which Mermaids is located

is within 1,000 feet of 24 residential dwellings (17 in the year 2000) and immediately adjacent to an R zoning district.

- w. Because Mr. London did not submit a completed special use permit request for a nightclub offering topless dancing until February 7, 2000, and Currituck County adopted an ordinance on September 19, 1994 classifying such uses as adult businesses, then the provisions of the September 19, 1994 ordinance contained in Sections 808 and 1310 (presently Sections 3.7.1 and 2.5) apply.
 - x The adult business nightclub application of Robert F. London, Inc. does not comply with the former or present applicable requirements of the Unified Development Ordinance since the property is in a General Business zoning district (former Section 808(5)(a) requires HM zoning district), is immediately adjacent to a residential zoning district (former Section 808(5)(b)(1) requires 1,000 feet spacing) is located within 1,000 feet of 24 buildings (17 in the year 2000) being used as residential dwellings (former Section 808(5)(b)(1) requires 1,000 feet spacing).
4. The special use will not endanger the public health or safety. (formerly Section 1402(2)(a))

Suggested Findings: The proposed use will materially endanger the public health or safety for the following reasons:

- a. Mermaids Nightclub is immediately adjacent to a 29 lot residential subdivision known as Old Oak Estates, which contains 21 dwellings (14 in the year 2000). Old Oak Estates is zoned R "Residential". Mermaids is within 1,000 feet of 24 residential dwellings (17 in the year 2000).
 - b. Mermaids Nightclub does not meet the locational (within a GB zone and needs a Heavy Manufacturing zone) nor the spacing requirements (must be 1,000 feet from any dwelling and R district; there are 24 dwellings (17 in the year 2000) within 1,000 of Mermaids) of Section 808 (presently Section 3.7.1) established for adult businesses.
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. (formerly Section 1402(2)(b) and (c))

Suggested Findings: The proposed use will substantially injure the value of adjoining or abutting property and will not be in harmony with the particular neighborhood or area in which it is to be located for the following reasons:

- a. Mermaids Nightclub is immediately adjacent to a 29 lot residential subdivision known as Old Oak Estates, which contains 21 dwellings (14 in the year 2000). Old Oak Estates is zoned R "Residential". Mermaids is within 1,000 feet of 24 residential dwellings (17 in the year 2000).
 - b. Mermaids Nightclub does not meet the locational (within a GB zone and needs a Heavy Manufacturing zone) nor the spacing requirements (must be 1,000 feet from any dwelling and R district; there are 24 dwellings (17 in the year 2000) within 1,000 of Mermaids) of Section 808 (presently Section 3.7.1) established for adult businesses.
 - c. A review of county tax office property valuations histories between 1990 and 2000 for 27 lots in Old Oak Estates shows 24 properties decreased in value a total of \$88,895.00 and 3 properties increased in value a total of \$5,321.00. The net decrease in tax base for Old Oak Estates between 1990 and 2000 is \$83,574.00. Mermaids Nightclub began offering topless dancing in the summer of 1994.
6. The special use will be in conformity with the Land Use Plan or other officially adopted plan. (formerly Section 1402(2)(d))

Suggested Findings:

- a. The proposed use does conflict with the County's Unified Development Ordinance but does not conflict with other plans.
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, and 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 subdivision).

Suggested Findings:

- a. The proposed use is commercial and will not generate additional school children.

II. STAFF RECOMMENDATION

Staff recommends denial based on the following:

1. The proposed use does not meet the requirements of the Unified Development Ordinance, a required finding under Section 1402(1)(c) (presently Section 11.7.1(F)(12)(c)), because the zoning is improper (property currently zoned GB, former Section 1310 and 808(5)(a) requires HM zoning); and the adult business building is within 1,000 feet of a residential zoning district and within 1,000 feet of 24 buildings (17 in the year 2000) used as residential dwellings (former Section 808(5)(b)(1)).
2. In accordance with the directive of Judge Tillett, the following findings are provided:
 - a. The applicant's initial intended use was a nightclub and billiards/gameroom. A conditional use permit application to appear before the Board of Adjustments for the initial use was submitted on 8/4/93 .
 - b. The secondary impacts of the initial intended use were encompassed in the findings of fact adopted by the Board of Adjustments on January 26, 1994 and included in the attached exhibit.
 - c. On February 7, 2000, Robert F. London, Inc. submitted a special use permit application to operate an adult and sexually oriented business consisting of a "Nightclub offering comedy, pool tables, video games, musicians, dancing, topless dancing, organized parties for businesses or groups." The property is located on US 158, Point Harbor, in the building now occupied by Mermaids Nightclub, Tax Map 132, Lot 133A, Poplar Branch Township.
 - d. Secondary affects of the amended use are considered under the special use permit criteria of Section 1402(2) (presently Section 11.7.1(F)(12)). However, the secondary affects do not apply because the controlling statues, former Sections 808 and 1310 (referred to in former Section 1402(1)(c)), requires adult oriented businesses to locate in a Heavy Manufacturing zoning district (presently required in Section 2.5 Permitted Uses Table). Further, Section 808 (presently Section 3.7.1) requires a minimum 1,000 feet spacing between any building housing an adult oriented business and an R zoning district and any building used as a dwelling. The proposed adult use building is located within a GB (General Business)

zoning district, is immediately adjacent to an R zoning district, and is within 1000 of 24 buildings (17 in the year 2000) used as residential dwellings.

III. PLANNING BOARD RECOMMENDATION

On April 11, 2000 the Planning Board recommended denial (9-0) of this request subject to the following:

1. The proposed use does not comply with the requirements of the Unified Development Ordinance (formerly Section 808 and Section 1310) because the zoning district, GB, does not allow adult and sexually oriented businesses with a special use permit and because the building in which the nightclub is in is within 1,000 feet of 17 residential dwelling units and immediately adjacent to an R zoning district.
2. The proposed use will not be in general conformity with the Unified Development Ordinance, which is officially adopted by the Board of Commissioners, due to violation of former Sections 808 and 1310.

Mr. Plumlee, Attorney for applicant, stated his objections for the record:

County UDO is un-constitutional and violates rights and free speech; establishment has been in business for 17 years; HM Zone unconstitutional; Board of Commissioners dismissed lawsuit in December 2006; Board's failure to comply with court order and use of tax records.

Objections noted for the record.

Mr. Plumlee, Attorney for applicant, presented his case ordered by Judge Tillett. He submitted exhibit 1, 3, 4 and 11, along with a petition from residents within 1,000 feet from business in support. Ike McRee, County Attorney objected to petition.

Mr. Plumlee presented his first witness Lauren Berry.

Lauren Berry, Bells Island, reviewed her market analysis and use of method. The market analysis was prepared with the emphasis in finding and change in the market area surrounding 9098 Caratoke Highway, Point Harbor. The researched time frames were 1993,1994,1995,2008,2009 and

2010. After a complete market analysis, the data indicates the subject property has had no negative effects on the surrounding market.

Robert Brown, Applicant, 1428 N. George Washington Hwy, Portsmouth, VA, presented a survey that was sent to community stating that there were no secondary effects.

Ike McRee, County Attorney, opened the public hearing.

Bob Studman, First Flight Storage, supports permit.

Ann Armstrong, adjacent property owner, supports permit.

Gwenn Cruickshanks, 110 Acorn Lane, opposes permit, does not approve of business.

Michele Boutilier, opposes the permit and presented police reports from this type of business in Elizabeth City.

Mr. Plumlee, Attorney, objects to hearsay.

Teresa MacPherson, Grandy, opposes this permit and questioned why this has been going on for 17 years.

Mr. Plumlee, Attorney, presented his closing statements: Secondary impacts did not go to Planning Board and permit should be issued. Board dismissed this case December, 2006.

There being no further comments, public hearing was closed.

Commissioner Nelms moved to deny the SUP, with findings of facts and staff recommendations. Commissioner Gregory seconded the motion. Motion carried.

Consent Agenda:

1. Budget Amendments
2. Approval of October 4, 2010, Minutes
3. Proclamation declaring October as Community Pride Month
4. Firefighter's Relief Fund Officers - Moyock VFD
5. Firefighter's Relief Fund Officers - Knotts Island VFD

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

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10750-557700	Crisis Intervention	\$ 26,345	
10330-431000	DSS Admin		\$ 26,345
		\$ 26,345	\$ 26,345

Explanation: *Social Services Administration (10750)* - Increase appropriations due to additional federal funding.

Net Budget Effect: Operating Fund (10) - Increased by \$26,345.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10531-545000	Contracted Services	\$ 7,485	
10531-532000	Supplies		\$ 7,485
		\$ 7,485	\$ 7,485

Explanation: Emergency Management (10531) - Transfer of Emergency Management Planning Grant (EMPG) funds to contracted services for a fence to protect the Communications Tower behind the Communication building, WebEOC training and an update to the ID system.

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

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
18609-545000	Contracted Services	\$ 2,000	
18390-499900	Appropriated Fund Balance	\$ -	\$ 2,000
		\$ 2,000	\$ 2,000

Explanation: Hog Bridge Ditch Watershed Improvement District (18609) - To appropriate funds for drainage improvements in the Hog Bridge Ditch Watershed Improvement Service District.

Net Budget Effect: Hog Bridge Ditch Watershed Improvement District Fund (18) - Increased by \$2,000.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
			Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense
10640-532004	Supplies - Home Economics	\$	4,332		
10330-449900	Miscellaneous Grants	\$	-	\$	4,332
		\$	4,332	\$	4,332

Explanation: Cooperative Extension (10640) - To record Senior Health Insurance Information Program (SHIIP) grant funding by the NC Department of Insurance.

Net Budget Effect: Operating Fund (10) - Increased by \$4,332.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
			Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense
10480-557303	Archives & Records Mgmt Fee	\$	6,000		
10540-557002	Permit Incentive Plan	\$	15,000		
10380-488400	ABC Profits			\$	21,000
		\$	21,000	\$	21,000

Explanation: *Register of Deeds (10480); Inspections (10540)* - To appropriate funds for the Archives & Records Management Fee require by the NC Department of Cultural Resources to fund archiving of deeds and for the permit incentive plan implemented by the County during FY 2010.

Net Budget Effect: Operating Fund (10) - Increased by \$21,000.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
			Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense
61818-590441	Capital Outlay	\$	60		
61818-590003	Fire Hydrants			\$	60
65858-532000	Supplies	\$	8,000		
65858-516000	Repairs and Maintenance			\$	8,000

62828-532000	Supplies	\$	600		
62828-516000	Repairs and Maintenance			\$	600
			<u>\$</u>	<u>8,660</u>	
				<u>\$</u>	<u>8,660</u>

Explanation: *Mainland Water Water (61818); Moyock Commons Sewer (65858); Newtown Road Sewer (62828) - Transfer to reclassify budgeted funds.*

Net Budget Effect: Mainland Water Fund (61) - No change.
 Moyock Commons Sewer Fund (65) - No change.
 Newtown Road Sewer Fund (62) - No change.

PROCLAMATION
 CURRITUCK COUNTY
 COMMUNITY PRIDE

WHEREAS, Currituck County is fortunate to be rich in natural resources and beauty; and

WHEREAS, many of us have been blessed with the privilege of living in this beautiful coastal county and;

WHEREAS, the awareness of protecting our environment and keeping our county clean are vital; and

WHEREAS, Currituck County has the auspicious honor of being home to a multitude of caring individuals who give unselfishly of their time and talents to benefit our County; and

WHEREAS, the reduction of litter along with augmented beautification will not only benefit the health and well being of Currituck County but will also enhance the aesthetics of our surroundings.

NOW, THEREFORE, BE IT RESOLVED, the Currituck County Board of Commissioners proclaims the month of October as Community Pride Month and the Board applauds the efforts of the citizens of Currituck County and the many volunteers who work to protect our environment and keep our County free of litter.

Commissioner's Report

Commissioner Taylor reminded citizens of OLF meeting.

Commissioner Nelms, commented on the efforts of the Walnut Island clean up.

Commissioner Rorer, Etheridge and Gregory, commended Dennis Anderson for his contributions to Make a Wish Foundation.

County Manager's Report

County Manager, discussed the CAMA flooding in County and where to get information from FEMA.

Adjourn

There being no further business, the meeting adjourned.

Memorandum

TO: Dan Scanlon

From: Sandra Hill

Date: October 22, 2010

Subject: Record Disposal

The Finance Office would like permission to dispose of the following records, which are scheduled for disposal as per the record retention schedule.

<u>Time Period</u>	<u>Description</u>	<u>Approximate number of records</u>
July 1, 2004 - June 30, 2005	1099 Report	1
July 1, 2005 - June 30, 2006	Journal Vouchers	127
	Investment Records	275
July 1, 2006 - June 30, 2007	Accounts Payable Invoices	14,275
	Bank Statements	144
	Bank Reconciliation Reports	144
	Deposit Slips	7,500
	Accounts Receivable Files	2,800
	Daily Receipts	3,300
	Budget Amendments	154
	Journal Vouchers	8,268
	NC Sales Tax Summary Reports	12
	Sales Tax Refund Report	1
	Investment Records	300

RECEIVED
OCT 19 2010

North Carolina Department of Transportation
Division of Highways
Petition for Road Addition

DISTRICT OFFICE

ROADWAY INFORMATION: (Please Print/Type)

County: Currituck Road Name: Algonquin Trl. 1,391.56 ft. →
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Indian Ridge Estates Length (miles): 2303.17 ft / 0.44 miles

Number of occupied homes having street frontage: 5 Located (miles): adjoins 34

miles N S E W of the intersection of Route 34 and Route _____
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Indian Ridge Estate in Currituck County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: James H. Ferebee Jr. Phone Number: 252-202-1392

Street Address: 190 N. Indiantown Road, Shawboro, NC 27973

Mailing Address: Po Box 110, Shawboro, NC 27973

PROPERTY OWNERS

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>
<u>Culpepper Jemette JR</u>	<u>Po Box 323, Elizabeth City, NC</u>	
<u>George + Terry Carlisle</u>	<u>3528 Cornland Rd, Ches, VA 23322</u>	<u>757-421-2220</u>
<u>Sidney + Susan Camden</u>	<u>Po Box 14, Shawboro, NC 27973</u>	
<u>Arnon J Hayfield</u>	<u>112 Algonquin Trail, Shawboro, NC</u>	<u>27973</u>
<u>Troy + Janet Rose</u>	<u>111 Algonquin Trail, Shawboro, NC</u>	<u>27973</u>
<u>Joel H Ferebee</u>	<u>106 Donoma Court, Shawboro, NC</u>	<u>252-202-1394</u>
<u>Stephen + Sabine Newbold</u>	<u>Alexander, Va</u>	
<u>Quality Homes of Currituck</u>	<u>104 Algonquin Trl. Shawboro, NC</u>	<u>27973</u>

Olathe Street 656.46 ft.

1000 ft 100

Donoma Court 255.15 ft.

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach four (4) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

- Rural Road
 Subdivision platted prior to October 1, 1975
 Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 (see page 29 for Statute) states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>
Olathe St.		1056.46'			
Donoma Ct.		255.15'			

CONTRACT CHANGE ORDER
Moyock Sewer Force Main
Currituck County, North Carolina

To: Geo. Raper & Son, Inc.
 PO Box 1247
 Elizabeth City, NC 27929

Date
 Project No.
 Contract No.
 Change Order No.

September 30, 2010
 NCCURR01.009
 -
 003

You are hereby requested to comply with the following changes from the Contract Documents:

Item Number	Description of Changed Quantities, Units, Unit Prices, Changes in Completion Schedule, etc.	Change in Contract Price	Change in Contract Time (Calendar Days)
(1)	(2)	(3)	(4)
1	Upgrade to Mainland WTP HMI	\$5,890.50	0
Net Change in Contract due to this Change Order		\$5,890.50	0
Contract Summary			
Original Contract Amount		\$1,110,725.00	150
Added (Deducted) By Previous Change Order(s)		\$242,089.50	70
Subtotal		\$1,352,814.50	220
Added (Deducted) By This Change Order		\$5,890.50	0
Total Adjusted Contract		\$1,358,705.00	220
The Contract Substantial Completion Date By Previous Change Order(s):			September 9, 2010
The Revised Substantial Completion Date based upon this Change Order is:			September 9, 2010
This document shall become an amendment to the Contract and all provisions of the contract shall apply hereto.			

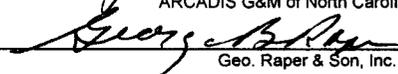
Recommended By:



 ARCADIS G&M of North Carolina, Inc.

Date: 9/30/10

Accepted By:



 Geo. Raper & Son, Inc.

Date: 10/5/10

Approved By:

 Currituck County

Date: _____

DISTRIBUTION: (Original documents to be provided as follows:)

Currituck County

ARCADIS

Geo. Raper & Son, Inc.

**CONTRACT CHANGE ORDER NO. 3
NARRATIVE**

Moyock Sewer Force Main
Currituck County, North Carolina

ARCADIS Project No. NCCURRO1.0009

Total Requested for this Change Order: \$5,890.50

Item 1 – Upgrade to Mainland WTP HMI

Currituck County requested an upgrade to the Mainland Water Treatment Plant SCADA system to include two new monitors; one for the water distribution system, and another to display information from the Moyock sewer system. Geo. Raper & Son, Inc. submitted a change order request in the amount of \$5,890.50 to complete the work as noted above. A time extension of 10 days was requested by the Contractor, however, ARCADIS recommends that no extension be granted due to the nature of the work. The SCADA upgrade has no effect on completion of the original project scope (i.e. force main, pump stations, and pump station telemetry). ARCADIS recommends that Currituck County approve this item without a change of contract time.

Ref: Geo. Raper & Son, Inc. Change Request 3, dated September 25, 2010



Geo. Raper & Son, Inc.

September 25, 2010

Hunter Carson
ARCADIS US, Inc
801 Coporation Center Drive
Raleigh, NC 27607

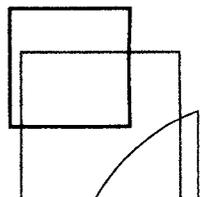
Re: Moyock Sewer Force Main
Change Request 3

Gentlemen,

Per the request of the owners we propose to provide services of InstruLogic Corporation to upgrade the SCADA to Mainland WTP HMI for the sum of \$5890.50. This includes 5% as per the general conditions and 2% for bond.

As you know the work may take only a day however it may take several days to get InstruLogic scheduled therefore we request 10 days time extension. If you find that the services will take less time then deduct the days accordingly.

George B. Raper
President



InstruLogic Corporation



September 20, 2010

Dennis Curtis
Currituck Water
446 Maple Road
Maple, NC 27956

Currituck Monitor upg 092010a.doc

Subject: Upgrade to Filter Plant HMI

Dear Dennis:

Below is the proposal you requested. Please note our following terms; All orders are shipped FOB factory. Invoices are net 30 days, parts are invoiced on shipment, labor billed weekly, the standard manufactures warranty applies, which does not includes labor.

Scope of Work/Service:

Provide necessary materials, installation and programming to upgrade monitor in filter plant to display both the water and waste water system, the following to be included:

- Two new monitors, approx 36" diagonal with mounting hardware and installation
- Programming to display waster water on one monitor and water system on the other
- Dual monitor board for existing PC

Costs:

To perform Scope of Service/Work above: \$5,500.00

Proposal by,

A handwritten signature in black ink, appearing to read 'Mark A. Albright', is written over a horizontal line.

Mark A. Albright

P.O. Box 468, 21 Main Street Round Hill, VA 20142

Round Hill, VA
540.338.2222
Fax: 540.338.1133

York, PA
717.801.1799
Fax: 540.338.1133

Raleigh, NC
919.557.7248
Fax: 540.338.1133

RESOLUTION OF THE BOARD OF COMMISSIONERS FOR CURRITUCK COUNTY, NORTH CAROLINA SUPPORTING CERTAIN FORM OF PRAYER IN THE NORTH CAROLINA HOUSE OF REPRESENTATIVES

WHEREAS, the North Carolina House of Representatives regularly begins each session with prayer delivered by a guest chaplain; and

WHEREAS, for many years the North Carolina House of Representatives has requested, but not required, that guest chaplains deliver nonsectarian prayers; and

WHEREAS, during the week of May 31, 2010 a guest chaplain was invited to give the opening prayer at each of that week's House sessions and after giving a sectarian prayer on the first day was told his services were no longer needed; and

WHEREAS, Speaker of the House Joe Hackney and Minority Leader Paul Stam have jointly stated that they intend to review North Carolina House of Representatives procedures and guidelines concerning guest chaplains to make sure that the North Carolina House of Representatives abides by applicable constitutional procedures; and

WHEREAS, while the First Amendment to the United States Constitution provides that there shall not be law respecting establishment of religion, the First Amendment further provides that there shall not be law prohibiting the free exercise of religion or abridging the freedom of speech.

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

Section 1. Currituck County supports the North Carolina House of Representatives' review of its rules and procedures concerning guest chaplains and the form of prayer and encourages the North Carolina House of Representatives to allow guest chaplains to pray in accordance with their traditions.

Section 2. This resolution is effective upon its adoption.

ADOPTED the 1st day of November, 2010.

S. Paul O'Neal, Chairman
Board of Commissioners

ATTEST:

Gwen H. Keene, CMC
Clerk to the Board

(COUNTY SEAL)

Name of Fire District: Crawford Township

County: Currituck

District is Served By: Crawford Township V.F.D., Inc.

NOTE: This report must be filled out completely before October 1st or no later than January 31. Reports filed after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS



As required by General Statute 58-84-46 of North Carolina, I clerk do hereby make the following report on the Rural Fire District **Crawford Township**. County of **Currituck**.

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes: 8-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

1. Mr. Steven Van Hise
103 Caratoke Hwy
Currituck, NC 27929

2. Mrs. Rebecca Mims
164 Speckle Perch Lane
Moyock, NC 27958

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

3. Mr Chris Dailey
224 Dozier Road
Moyock, NC 27958

4. Mr. Larry Mangold
136 Rowland Creek Road
Moyock, NC 27958

Firefighter's Relief Fund Trustees appointed by the Insurance Commissioner (1)

5. Mr. John Forbes Jr
PO Box 96
Currituck, NC 27929

Same as last Year? (X) Yes () No

If no, attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.

Select position of Firefighter's Relief Fund Treasurer: () 1 () 2 () 3 () 4 (X)5

I, Sandra Hill Clerk/Finance Officer of Currituck County, NC do hereby certify that the foregoing is a true, full and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

10/25/2010

Date