

Currituck County Board of Commissioners Agenda

Historic Currituck County Courthouse

Date: Tuesday, September 07, 2010 Time: 7:00 PM

Work Sessions

6:00 p.m. Dune Enhancement and Permit Extension Act

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** Recognition of Sgt. Fred Smith
- Item 4** Melissa DeVault, presentation on Mobile Crisis Services
- Item 5** **Public Hearing and Action:** PB 09-15 A-1 Towing: Renewal of a special use permit to operate a towing company impound lot at 1221 Ponton Lane in Corolla, Tax Map 114, Parcel 3M, Poplar Branch Township.
- Item 6** **Discussion and Action on funding of Lower Currituck EMS Service**
- Item 7** **2nd reading of ordinance prohibiting metal detectors on county property**
- Item 8** **Discussion on regulating Aircraft on the beach**
- Item 9** **Discussion on Dominion Power rate increase**
- Item 10** **Consideration and Action on Two Contracts for Disaster Debris Management Services**
- Item 11** **Appointment to Senior Citizen Advisory Board**

Item 12 Appointment to ABC Board

Item 13 Consent Agenda:

1. Budget Amendments
2. Approval of August 16, 2010, Minutes
3. Budget Amendments
4. Approval of Whalehead Subdivision Drainage Project-Phase 1-CO #2 and #3
5. Permission for Inter County Public Transit Authority to transfer the unspent portion of Currituck County's Supplemental RGP funding, in the amount of \$13,228.07 to Pasquotank County.
6. Approval of Resolution to declare surplus property for Sheriff's Dept.
7. Resolution approving Surplus Property Ocean Sands
8. Approval of funding for Animal Lovers Assistance League

Item 14 Commissioner's Report

Item 15 County Manager's Report

Adjourn

Special Meeting

Tourism Development Authority

TDA Budget Amendment

Adjourn



Currituck County

Department of Planning
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Currituck, North Carolina 27929
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MEMORANDUM

To: Board of Commissioners

From: Planning Staff

Cc: Dan Scanlon
County Manager

Date: July 13, 2010

Re: Ocean Front Erosion and Storm Protection

At an April 19, 2010 Board of Commissioners work session, county planning staff presented information on preventative ocean-front erosion measures such as importing sand, dune plantings, sand fencing, beach pushes, and sand bags. There was much discussion on achieving balance between the property rights of oceanfront lot owners and the long-term physical condition of the beach. The physical condition of the beach is particularly important in the off-road area since it is the primary means of access for residents, vacationers, and emergency responders.

To address the concerns expressed at the April work session, staff has compiled the following recommendations. The purpose of these recommendations is to find a balanced approach that proactively addresses oceanfront erosion and storm protection along the Currituck Outer Banks.

Dune Enhancement Grant Program

Most coastal scientists agree that building and promoting dune growth can provide substantial protection from storm-induced erosion. Beyond the protection a vegetated dune provides from natural hazards, it also offers an important aesthetic benefit to a beach community. There is no denying the importance of a healthy and viable dune system. For these reasons, staff feels the most proactive approach for protecting private investment and the physical condition of the public beach is to promote a dune enhancement program.

Dune enhancement programs are used in other oceanfront communities and are typically administered and paid for by the governmental jurisdiction. Considering the number of organized homeowner associations in Currituck County, it is possible to administer such a program as a competitive grant requiring a percentage of matching funds. What follows are recommendations for initiating a Dune Enhancement Grant Program.

Each community would be eligible to apply for a grant to import sand, install sand fencing, and plant native vegetation in an effort to improve the protective capacity of the dune system in their area. Grant funds shall be awarded based on the current condition of the dune system as well as the potential benefits of dune nourishment, taking into consideration the history of dune erosion and or breeches at each site.

Grant funds may be used for the purchase and placement of sand, sand fencing, and/or dune plantings. In an effort to maximize benefits, the community receiving the grant is required to provide labor for installation of sand fencing and planting of vegetation. Grant funds would also pay for one experienced landscaper or other dune expert to oversee the project. This will help ensure that grant funds are used to their full potential.

The grant funding shall be directed toward community oriented efforts since projects conducted by individual homeowners on non-contiguous lots have a greater potential for failure due to high susceptibility to wind and water erosion. A broader community wide program provides an opportunity to improve a dune system uniformly and therefore achieve lasting gains in protective capacity.

Staff has conducted preliminary research on expenses associated with a dune enhancement program. The installation of sand fencing and dune vegetation is reasonably priced, with materials and labor available locally (Currituck County). The importing of sand is considerably more expensive and may require some sort of match from the participating homeowners. To be successful at a meaningful level, it is anticipated annual or bi-annual funding levels should range from \$25,000 to \$100,000 depending upon the goal of the program.

Staff anticipates that most community projects will utilize imported sand to fill large gaps in the dune system to create an even dune line. Sand fencing and vegetation is then used to grow and stabilize the dune.

Beach Pushes

According to *The Dune Book*, published by North Carolina Sea Grant, beach scraping is ineffective in providing erosion protection and the only observable benefit is making property owners feel better. However, the publication also concludes that beach scraping may be appropriate following infrequent but severe storms, provided the sand is piled in areas landward of the seasonal beach width and is planted with at least a few rows of dune vegetation.

RO2 Zoning District (off-road area): While *The Dune Book* provides recommendations for oceanfront erosion measures such as beach pushes or dune enhancement, it does not anticipate situations similar to the off-road area where the beach is used as the primary means of vehicular access. Considering the importance of maintaining the physical condition of the off-road area beaches, staff is of the opinion a prohibition of beach pushes is reasonable and in the public interest. Beach pushes typically expand the dune line seaward of the seasonal beach width and create temporary gullies or soft spots. These conditions are problematic for vehicular traffic in the off-road area and justify careful consideration. The Board may allow beach pushes in limited situations (i.e. dune breach, imminently threatened structures, etc.) under the supervision of the CAMA Local Permit Officer.

RO1 Zoning District (Corolla area): Beach pushes in the Corolla area are not the preferable method for dune enhancement. Resources are better served using imported sand, dune plantings and sand fencing. However, the beaches in the Corolla area do not support vehicular access to properties and therefore do not present the same public safety issues as those of the off-road area. If beach pushes are to continue in the Corolla area, staff recommends they only be performed in response to a storm event and/or significant beach erosion and with the condition that the pushed sand shall be piled landward of the seasonal beach width and planted with dune vegetation. Staff also recommends the county adopt and actively promote a Dune Enhancement Grant Program as a preferable alternative.

**CASE ANALYSIS FOR THE
BOARD OF COMMISSIONERS
DATE: September 7, 2010
PB 09-15: A1 Towing
Special Use Permit Renewal – Villages at Ocean Hill**

ITEM: PB 09-15 Villages at Ocean Hill, Special Use Permit Renewal

LOCATION: The property is located on Ponton Lane adjacent to the Currituck County future well site in Villages at Ocean Hill.

TAX ID: Tax Map 114, Parcel 3M

ZONING The site is currently located in General Business zoning and within the Villages at Ocean Hill PUD overlay district.

PRESENT USE: A1 towing site

OWNERS: Midlantic Builders, LLC
P.O. Box 2225
Kitty Hawk, NC 27949

LAND USE/ZONING OF SURROUNDING PROPERTY:

	Land Use	Zoning
NORTH:	Vacant-Ocean Hill Commercial Tract 1	GB
SOUTH	Persimmon Street Residential/Commercial	CD-GB/RO1
EAST:	Vacant-Ocean Hill Commercial Tract 1	GB
WEST:	Vacant	RO1

LAND USE PLAN

CLASSIFICATION: The 2006 Land Use Plan classifies the site as a **Full Service Area** within the **Corolla** subarea.

SIZE OF SITE: Parcel Area: 13.56 acres; SUP Area: 0.36 acres.

STREETS: Access to the site is from the Ponton Lane easement.

UTILITIES: There will be no new utilities associated with the use.

OPEN SPACE: There will be no change in open space.

I. NARRATIVE OF REQUEST:

- At their March 1, 2010 meeting, the Board of Commissioners issued a special use permit, valid for six months. During the six month period, the applicant was requested to pursue an alternative access for the use.
- At the time of this case analysis, the applicant has not submitted documentation demonstrating use of an alternative access.
- The existing access road, north of and adjacent to Distinctive Landscaping, does not fall within the boundaries of a legal access easement from NC 12. One of the following options is necessary to correct the access issue:
 - A legal easement must be established for the existing road site (Ocean Hill Commercial, Parcel 2);
 - The necessary permits must be obtained to improve an access road within the existing legal easement (Ocean Hill Commercial, Tract 1); or
 - The Coral Lane right-of-way must be improved to meet the minimum access requirements of the UDO.

II. 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 the SUP, 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. THE PROPOSED USE IS AMONG THOSE LISTED IN THE TABLE OF PERMISSIBLE USES AS A SPECIAL USE INDICATED WITH AN "S"

Suggested Findings:

- a. The proposed use is permissible 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 except for the unresolved issue of legal access from NC12.

4. THE SPECIAL USE WILL NOT ENDANGER THE PUBLIC HEALTH OR SAFETY:

Suggested Findings:

- a. The proposed use 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 use is not visible from NC12 nor located within close proximity to residential dwellings and should be in harmony with the surrounding area.

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 area within the Corolla subarea and the proposed use is in keeping with the policies of the plan, such as:

- i. Policy ID5: WAREHOUSING, STORAGE AND DISTRIBUTION facilities shall have access to thoroughfares of adequate traffic carrying capacity, and shall be appropriately designed and/or visually buffered according to the visibility of their location.

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 should have adequate public facilities to service this subdivision.

III. PERMIT CONDITIONS

The special use permit issued by the Board of Commissioners on March 1, 2010 included the following conditions:

1. The Permit is valid for six months, during which time the applicant shall pursue an alternative access for the use. The applicant must reapply at the end of the six month period for reconsideration of the Permit.
2. Additional insurance costs born by the Ocean Hill One home owners association shall be paid by the applicant.

3. A1 Towing shall continue to use the existing access (parcel 0114000003G0000) until such time as it is closed by the property owner.
4. Evidence shall be presented to the Board that establishes Mid-Atlantic Builders, LLC and its assignees as legal users of the Coral Lane right-of-way.
5. The proposed use and associated areas of disturbance shall have no direct impact on adjacent wetlands. This shall include but is not limited to the use of vegetated buffers and the treatment of stormwater through vegetative swales.
6. The requirements of UDO Chapter 5: Landscaping, Bufferyards, & Shading shall be satisfied within two months of site plan approval.
7. A lighting plan meeting the requirements of the Outer Banks Overlay District shall be submitted and approved prior to the installation of any lighting on the property.
8. No hazardous waste material shall be stored on the site.
9. The use permit is limited to a towing operation and impound lot (Automobile Services).
10. A revised site plan meeting all requirements of the UDO shall be re-submitted to the Technical Review Committee for review and approval.

BOARD OF COMMISSIONERS DISCUSSION: MARCH 1, 2010 MEETING

Ike McRee, County Attorney, opened the public hearing.

Mark Bissell, Engineer, and Jim Bickford, representing Mid Atlantic Builders, LLC., presented their reason for using Coral Lane access, which they have used for many years. Mr. Bickford stated that he is willing to work with the homeowners to resolve the access issue.

Chairman O'Neal questioned the wetland area.

Commissioner Aydlett, asked if Mr. Bickford could meet with Mr. Freidman and resolve the access issue.

Tom Nash, Attorney for Ocean Hill Section I, Property Owners Association, presented a letter from Mike Brough, Attorney, opposing the use of Coral Lane as the access point. The property owners feel that this should not be used as the access for A-1 Towing. They are not opposed to A-1 Towing's operation.

Ike McRee, County Attorney, opened the hearing for comments.

Mr. Bickford submitted a plat showing the wetland area.

Kay Cole, stated that, in 1999, the homeowners opposed this use of their access on Coral Lane.

Alicia McDonnell, opposes the use of Coral Lane by A-1-Towing.

Bonnie McCarthy, opposes the use of Coral Lane.

Ed Ish, opposes the use of access on Coral Lane.

Bill Schnider, opposes the use of access on Coral Lane.

Rachel Schrote, opposes the use of access on Coral Lane.

Larry Weaver, A-1-Towing, stated that he has used this access and would not have a problem with another access.

Karen Ish, questions why the homeowners have to be involved in the issues with Mr. Bickford and Mr. Freidman, opposes the use of access on Coral Lane.

Buddy Ponton, Commercial Fisherman, has used this access and has permission to do so because he is also a resident.

Commissioner Nelms questioned how long it would take to get a legal easement.

Ike McRee, County Attorney, closed the hearing.

Commissioner Aydlett moved to **approve** PB 09-15 with the findings of fact and the staff recommendations included in the case analysis and the following conditions:

- The Permit is valid for six months, during which time the applicant shall pursue an alternative access for the use. The applicant must reapply at the end of the six month period for reconsideration of the Permit.
- Additional insurance costs born by the Ocean Hill One home owners association shall be paid by the applicant.

- A-1 Towing shall continue to use the existing access (parcel 011400003G0000) until such time as it is closed by the property owner.

Commissioner Rorer seconded the motion. Motion carried with Commissioners Nelms and Etheridge voting no.



**PB 09-15 A-1 TOWING
Special Use Permit**

0 90 180 360 540 Feet
Currituck County Planning Department



- NOTES:**
- PROJECT NAME: VILLAGES AT OCEAN HILL - A1 TOWING SITE
CURRITUCK COUNTY, NORTH CAROLINA
 - OWNER/DEVELOPER: MIDLANTIC BUILDERS LLC
c/o JIM BICKFORD
P.O. BOX 2225
KITTY HAWK, NC 27949
 - THIS PROPERTY IS IDENTIFIED ON CURRITUCK COUNTY TAX MAP #114 AS P.L.N. NUMBER 0114-000-003M-0000.
 - RECORDED REFERENCES: D.B. 455, PG. 799
 - DEVELOPMENT SUMMARY:
TOTAL PARCEL AREA: 590,674 SF 13.56 AC.
PROPOSED S.U.P. BOUNDARY AREA: 15,701 SF 0.36 AC.
RESIDUAL PARCEL AREA: 574,973 SF 13.12 AC.
 - COVERAGE:
STORAGE CONTAINER: 159 SF
COMPACTED EARTHEN PARKING: 10,150 SF
TOTAL: 10,309 SF
 - F.I.R.M. ZONE: ZONE AE (5 FT. ELEV.) AS SHOWN ON THE F.E.M.A. F.I.R.M. MAP: #37209937 J, REVISED DECEMBER 16, 2005.
INSURANCE STUDY FOR CURRITUCK COUNTY, SUBJECT TO CHANGE BY F.E.M.A. USE OF LAND WITHIN A FLOODWAY OR FLOOD PLAIN IS SUBSTANTIALLY RESTRICTED BY CHAPTER 6 OF THE CURRITUCK COUNTY UNIFIED DEVELOPMENT ORDINANCE.
 - PROPERTY ZONING: 'GB' (GENERAL BUSINESS) WITH 'PUD' OVERLAY (PLANNED UNIT DEVELOPMENT)
 - THIS DEVELOPMENT AREA BORDERS ALONG "404" JURISDICTIONAL WETLANDS. THE WETLAND INFORMATION WAS DERIVED FROM FIELD LOCATION OF FLAG DELINEATIONS PROVIDED BY VANASSE HANGEN BRUSTLIN, INC. IN JULY 2007, NOVEMBER 2007, MARCH 2008 AND NOVEMBER 2008 AND FIELD LOCATED IN JULY 2007, DECEMBER 2007, APRIL 2008 AND NOVEMBER 2008, RESPECTIVELY.
 - ALL SURVEY DATA IS REFERENCED TO NAD 83 AND NAVD 88.
 - AREA DETERMINED BY COORDINATE METHOD.
 - PROPOSED USE: AUTOMOBILE TOWING COMPANY IMPOUND LOT
 - THIS DEVELOPMENT WILL NOT HAVE WATER OR SEWER SERVICE.
 - IRON PINS AT ALL LOT CORNERS UNLESS OTHERWISE NOTED HEREON.
 - UNDERGROUND UTILITIES, IF ANY, WERE NOT LOCATED BY THIS SURVEY. FURTHER EVALUATION MAY BE REQUIRED.
 - SUBJECT TO TITLE SEARCH AND TO ANY AND/OR ALL RIGHT OF WAYS, ENFORCEABLE RESTRICTIONS, AND/OR EASEMENTS OF RECORD WHETHER SHOWN HEREON OR NOT.

North Carolina
One-Call Center Inc.



Know what's below
Call before you dig.

I, JAMES V. BICKFORD, OWNER, DO HEREBY CERTIFY THAT I WILL DEVELOP THE PROPERTY IN ACCORDANCE WITH THE APPROVED PLANS WHICH WILL BE CONSTRUCTED OR MAINTAINED SO THAT SURFACE WATERS FROM SUCH DEVELOPMENT ARE NOT UNREASONABLY COLLECTED AND CHANNELLED ONTO LOWER ADJACENT PROPERTIES AT SUCH LOCATIONS OR AT SUCH VOLUMES AS TO CAUSE SUBSTANTIAL DAMAGE TO SUCH LOWER ADJACENT PROPERTIES. IN ADDITION, THE DEVELOPMENT WILL BE CONSTRUCTED OR MAINTAINED SO THAT IT WILL NOT UNREASONABLY IMPIDE THE NATURAL FLOW OF WATER FROM HIGHER ADJACENT PROPERTIES ACROSS SUCH DEVELOPMENT, THEREBY UNREASONABLY CAUSING SUBSTANTIAL DAMAGE TO SUCH HIGHER ADJACENT PROPERTIES.

DATE _____ OWNER _____

LINE TABLE

LINE	LENGTH	BEARING
L1	53.87	S75°49'04"W
L2	17.34	N56°16'50"W
L3	88.46	N03°49'35"E
L4	23.28	N39°25'30"E
L5	63.32	N75°01'25"E
L6	21.20	S85°21'57"W
L7	23.42	N12°19'22"W
L8	34.09	N11°3'57"W
L9	16.77	N15°10'53"W
L10	28.11	N64°06'57"W
L11	21.50	N72°41'06"W
L12	28.70	N18°51'21"W
L13	15.45	N50°47'26"W

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING
C1	125.15	120.00	68.94	119.55	S86°27'02"E

PLAN LEGEND

- AMENDED S.U.P. BOUNDARY
- ADJOINING PROPERTY BOUNDARY
- PROPOSED WELL SITE
- RIGHT OF WAY
- EASEMENT LINE
- "404" WETLAND BOUNDARY
- EXISTING GRADE CONTOUR
- EXISTING SANITARY SEWER FORCE MAIN
- EXISTING WATERLINE
- EXISTING OVERHEAD ELECTRIC POWERLINE
- EXISTING DITCH
- PROPOSED DRAINAGE SWALE W/ HIGH POINT
- PROPOSED DRAINAGE FLOW DIRECTION
- PROPOSED FENCE
- WETLAND AREA
- EXISTING TREELINE
- AMENDED GB ZONING BOUNDARY

LANDSCAPING LEGEND

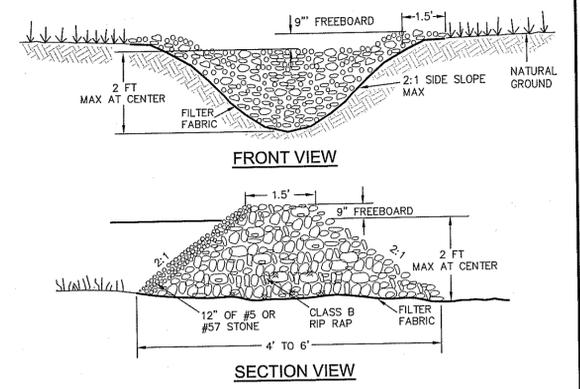
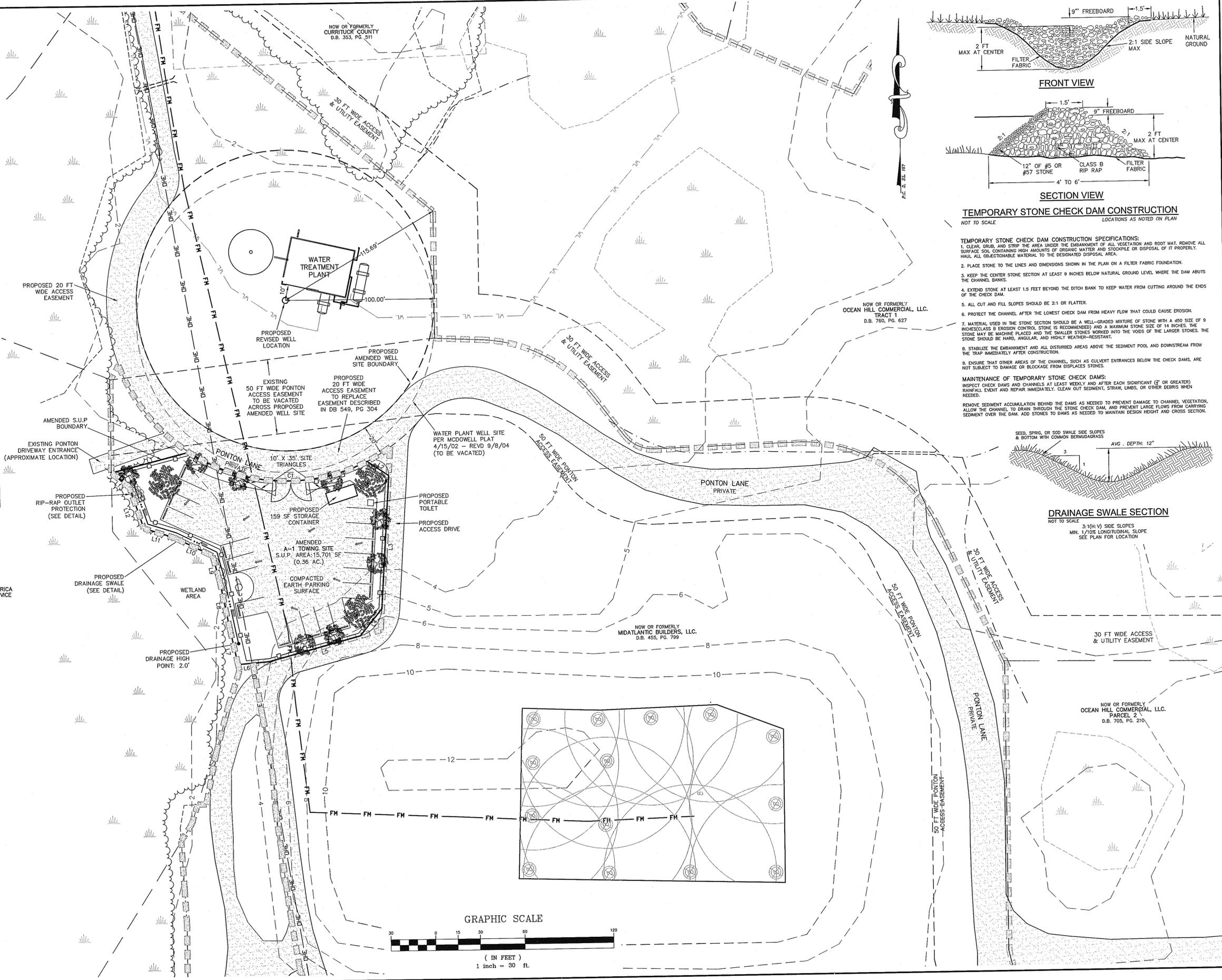
- GRAPE MYRTLE* AND RIVER BIRCH* - SMALL TREES PLANTED 30' O.C. TO MEET TYPE "C" BUFFER REQUIREMENTS AS WELL AS SHADING.
- RED MAPLE* LARGE TREES PLANTED FOR SHADING ALONG PARKING AREA AND DRIVES
- *TREE SPECIES MAY BE SUBSTITUTED AS PER SECTION 5.9.3 IN THE CURRITUCK COUNTY U.D.O.

SHADING REQUIREMENTS
IN ACCORDANCE WITH SECTION 5.8.4, 20% OF PARKING AREA SHALL BE SHADDED WITH LARGE TREES. EACH WITH A 15' CROWN RADIUS CREDIT.

RED MAPLE 15' CROWN RADIUS CREDIT = 707 SF
1/2 CREDIT TREES ALONG PERIMETER = 354 SF
SMALL BUFFER TREES ALONG PERIMETER = 177 SF

AREA OF PARKING AND DRIVES = 10,150 SF
20% PARKING AND DRIVES = 2,030 SF

FULL CREDIT LARGE TREES WITHIN PARKING AREA = 1 X 707 = 707 SF
1/2 CREDIT LARGE TREES ALONG PERIMETER = 2 X 354 = 708 SF
1/2 CREDIT SMALL TREES ALONG PERIMETER = 7 X 177 = 1,239 SF
TOTAL SHADING PROVIDED = 2,654 SF

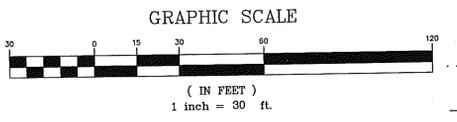
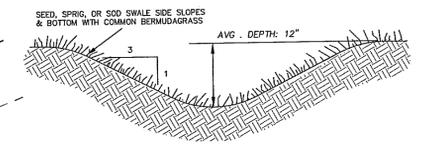


TEMPORARY STONE CHECK DAM CONSTRUCTION SPECIFICATIONS:

- CLEAR GRUB AND STRIP THE AREA UNDER THE EMBANKMENT OF ALL VEGETATION AND ROOT MAT. REMOVE ALL SURFACE SOIL CONTAINING HIGH AMOUNTS OF ORGANIC MATTER AND STOCKPILE OR DISPOSAL OF IT PROPERLY. HAUL ALL OBJECTIONABLE MATERIAL TO THE DESIGNATED DISPOSAL AREA.
- PLACE STONE TO THE LINES AND DIMENSIONS SHOWN IN THE PLAN ON A FILTER FABRIC FOUNDATION.
- KEEP THE CENTER STONE SECTION AT LEAST 9 INCHES BELOW NATURAL GROUND LEVEL WHERE THE DAM ABUTS THE CHANNEL BANKS.
- EXTEND STONE AT LEAST 1.5 FEET BEYOND THE DITCH BANK TO KEEP WATER FROM CUTTING AROUND THE ENDS OF THE CHECK DAM.
- ALL CUT AND FILL SLOPES SHOULD BE 2:1 OR FLATTER.
- PROTECT THE CHANNEL AFTER THE LOWEST CHECK DAM FROM HEAVY FLOW THAT COULD CAUSE EROSION.
- MATERIAL USED IN THE STONE SECTION SHOULD BE A WELL-GRADED MIXTURE OF STONE WITH A 450 SIZE OF 9 INCHES CLASS 8 EROSION CONTROL STONE IS RECOMMENDED AND A MAXIMUM STONE SIZE OF 14 INCHES. THE STONE SHOULD BE HARD, ANGULAR, AND HIGHLY WEATHER-RESISTANT.
- STABILIZE THE EMBANKMENT AND ALL DISTURBED AREAS ABOVE THE SEDIMENT POOL AND DOWNSTREAM FROM THE TRAP IMMEDIATELY AFTER CONSTRUCTION.
- ENSURE THAT OTHER AREAS OF THE CHANNEL, SUCH AS CULVERT ENTRANCES BELOW THE CHECK DAMS, ARE NOT SUBJECT TO DAMAGE OR BLOCKAGE FROM DISPLACED STONES.

MAINTENANCE OF TEMPORARY STONE CHECK DAMS:
INSPECT CHECK DAMS AND CHANNELS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (2" OR GREATER) RAINFALL EVENT AND REPAIR IMMEDIATELY. CLEAN OUT SEDIMENT, STRAW, LIMBS, OR OTHER DEBRIS WHEN NEEDED.

REMOVE SEDIMENT ACCUMULATION BEHIND THE DAMS AS NEEDED TO PREVENT DAMAGE TO CHANNEL VEGETATION. ALLOW THE CHANNEL TO DRAIN THROUGH THE STONE CHECK DAM, AND PREVENT LARGE FLOWS FROM CARRYING SEDIMENT OVER THE DAM. ADD STONES TO DAMS AS NEEDED TO MAINTAIN DESIGN HEIGHT AND CROSS SECTION.



BISSELL PROFESSIONAL GROUP
1302 North Ocean Highway
Kitty Hawk, North Carolina 27949
P. 252-261-1760
F. 252-261-1760

BISSELL
Engineers, Planners, Surveyors
and Environmental Specialists

PROPOSED SITE PLAN

VILLAGES AT OCEAN HILL - A1 TOWING
NORTH CAROLINA
CURRITUCK COUNTY
COROLLA

AMENDED SPECIAL USE PERMIT

REVISIONS

NO.	DATE	BY	REASON
1	4/1/09	WGB	ISSUED FOR PERMIT
2	4/1/09	WGB	REVISED PERMIT COMMENTS
3	4/1/09	WGB	REVISED ZONING BOUNDARY

DATE: 4-1-09 SCALE: 1" = 30'

DESIGNED: BPG CHECKED: MSB
DRAWN: WGB APPROVED: MSB

SHEET: 3 OF 3
CAD FILE: 196800S1
PROJECT NO: 1968

**AN ORDINANCE OF THE
CURRITUCK COUNTY BOARD OF COMMISSIONERS
AMENDING ARTICLE I OF THE CURRITUCK COUNTY CODE OF ORDINANCES
BY ADDING SECTION 9-8 TO PROHIBIT USE OF METAL DETECTORS ON
COUNTY PROPERTY**

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

WHEREAS, pursuant to N.C.Gen. Stat. Sect. 153A-169 a county may by ordinance adopt regulations concerning the use of county property.

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

PART 1. Article I of the Code of Ordinances for Currituck County is amended by adding Section 9-8 to read as follows:

Sec. 9-8 Metal detectors prohibited on county property.

On county property a person may not use or carry a metal detector, probe or similar instrument used for remotely sensing the presence of objects or features at or below ground level.

PART 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and if any phrase, clause, sentence, or paragraph of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutional or invalid phrase, clause, sentence, or paragraph shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the remaining provisions would have been enacted by the Board of Commissioners without the incorporation into this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

PART 3. All ordinances in conflict with this ordinance are hereby repealed.

PART 4. This ordinance is effective upon its adoption.

ADOPTED this ____ day of August, 2010.

S. Paul O'Neal, Chairman
Board of Commissioners

ATTEST:

Clerk to the Board

(COUNTY SEAL)

1 **AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS**
2 **AMENDING CHAPTER 10 OF THE CURRITUCK COUNTY CODE OF ORDINANCES**
3 **TO PROHIBIT AIRCRAFT ON COUNTY BEACHES**

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

7 WHEREAS, the Board of Commissioners for the County of Currituck finds that the
8 landing and takeoff of aircraft from the county beaches is not conducive to the recreational use of
9 the county beaches and use of motor vehicles on portions of the county beach that are public
10 vehicular areas and would be detrimental to the ability of persons to freely and safely enjoy the
11 public beach.

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

14 PART I. The Code of Ordinances, Currituck County, North Carolina is amended by adding a
15 new Section 10-65 to Chapter 10 of the Code of Ordinances to read as follows:

16 Sec. 10-65. Aircraft prohibited.

17 It shall be unlawful for any person to voluntarily bring, land or cause to descend or alight, ascend
18 or take off on or from the beach strand or foreshore any airplane, flying machine, balloon,
19 parachute, hang glider or other apparatus for aviation.

20 PART II. All ordinances or parts of ordinances in conflict with this ordinance are hereby
21 repealed.

22 PART III. This ordinance is effective upon adoption.

23
24 ADOPTED this _____ day of _____, 2010.

25
26 _____
27 S. Paul O'Neal, Chairman

28
29 ATTEST:

30 _____
31 Gwen H. Keene, Clerk to the Board

32
33
34 APPROVED AS TO FORM:
35 _____

- 1 Donald I. McRee, Jr., County Attorney
- 2
- 3 Date adopted: _____
- 4
- 5 Motion to adopt by Commissioner _____
- 6 Second by Commissioner _____
- 7 Vote: _____ AYES _____ NAYS

August 17, 2010



COPY: ROC

017289 1 AV 0.332 T#000078
COUNTY OF CURRITUCK
PO BOX 39
CURRITUCK NC 27929-0039



**STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALIEGH**

DOCKET NO. E-22, SUB 459
DOCKET NO. E-22, SUB 461

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

DOCKET NO. E-22, SUB 459

In the Matter of Application of Dominion
North Carolina Power for an Increase in and
Revisions to Its Rates and Charges Applicable to
Electric Utility Service in North Carolina

DOCKET NO. E-22, SUB 461

In the Matter of Application of Dominion
North Carolina Power for Authority to Adjust its
Electric Rates Pursuant to G.S. 62-133.2 and
NCUC Rule R8-55

NOTICE OF PUBLIC HEARINGS ON
GENERAL RATE INCREASE
APPLICATION, DETERMINATION
OF NEED, AND FUEL
ADJUSTMENT APPLICATION

NOTICE IS HEREBY GIVEN that on February 15, 2010, Virginia Electric and Power Company, d/b/a Dominion North Carolina Power (DNCP or Company), filed an application with the Commission requesting authority to adjust and increase its rates for retail electric service in North Carolina. In this application, DNCP is requesting authority to increase its rates and charges to produce an additional \$46,100,000 in revenues, which would be an increase of approximately 14%. On July 30, 2010, DNCP filed pursuant to G.S. 62-110.6, a supplemental application providing additional testimony and information to support recovery in base rates for the construction costs of certain out-of-state generation facilities.

On August 10, 2010, DNCP filed its application for an annual fuel charge adjustment in Docket No. E-22, Sub 461. This application has been consolidated with the general rate case application for hearing for the purpose of determining whether an increment or decrement rider is required in order to reflect actual changes in the cost of fuel and the fuel cost component of purchased power over or under the base fuel rate established for DNCP in its previous general rate case. The dates for hearings and for prefiled expert testimony and exhibits with respect to the fuel adjustment application are the same as the dates for the general rate case application.



In support of the requested general increase in its rates, DNCP states that its proposal to increase its rates is necessary to recover the increased costs of providing safe, reliable, and economically beneficial service to its approximately 119,000 North Carolina customers and to maintain the credit quality and access to capital required to make substantial future investments in its system. DNCP further states that the requested increase in rates and charges would produce an overall rate of return to the Company of 8.98% and a return on common equity of 11.9%.

More specifically, DNCP makes the following assertions: (1) the cost of serving its North Carolina retail customers has increased substantially during the period since it agreed to a five-year rate change moratorium in its last general rate case in 2005, and that its non-fuel base rates have not been increased since 1993; (2) it has made significant investments in its generation, transmission, and distribution infrastructure over the past five years, and plans to continue to make significant investments for the benefit of its North Carolina customers; and (3) it is experiencing an under-recovery of purchased power costs which it seeks to remedy on a going-forward basis. To remedy the asserted under-recovery of purchased power costs, the Company proposes to change the way those costs are recovered so that they would be subject to adjustment in its annual fuel adjustment proceeding without the necessity of a general rate case proceeding.

The Company requested that the proposed rates become effective on April 15, 2010. The Commission has issued an order suspending the proposed rate increases until January 1, 2011, and set the applications for a general rate increase and a fuel charge adjustment for hearing as follows:

Williamston: August 31, 2010, at 7:00 p.m. in Williamston City Hall, Assembly Room, Second Floor, 102 East Main Street. ** There is no elevator in the building. If handicapped access is needed, contact Melanie Holtz in the Commission's Clerk's office at holtz@ncuc.net.

Manteo: September 1, 2010, at 7:00 p.m. in the Dare County Justice Center, Courtroom A, 962 Marshall C. Collins Drive;

Elizabeth City: September 2, 2010, at 7:00 p.m. in the Pasquotank County Courthouse, Courtroom B, 206 East Main Street;

Roanoke Rapids: September 8, 2010, at 7:00 p.m. in J. Reuben Daniel City Hall and Police Station, Conference Room, 1040 Roanoke Avenue; and

Raleigh: Tuesday, October 12, 2010, at 9:00 a.m. in Commission Hearing Room 2115, Dobbs Building, 430 North Salisbury Street.

The hearings on August 31, September 1, September 2, and September 8, 2010, will be held solely for the purpose of receiving the testimony of public witnesses. The hearings will resume in Raleigh on October 12, 2010, and will continue as required for further testimony of public witnesses and testimony and cross-examination of witnesses for the Company, the Public Staff, and other intervenors with respect to the general rate application, the determination of need for certain out-of-state generation facilities, and the annual fuel clause adjustment application.

EFFECT OF PROPOSED GENERAL RATE INCREASE

The following table shows DNCP's proposed percentage increases in North Carolina retail revenues by customer classes (including changes to both base revenues and fuel revenues):

Customer Class	Proposed Percentage Increase in Revenues
Residential	14.08%
Small General Service and Public Authority	14.17%



Large General Service	14.32%
GVP	14.28%
Nucor	14.51%
Traffic Control	14.72%
Outdoor Lighting	15.37%
Miscellaneous	-4.00%
Overall	14.07%

For customers on Residential Schedule 1, the proposed rates would increase their average monthly bill as follows:

**Residential Schedule 1
 Monthly Bill Based on 1,000 kWh per Month Billed**

Season	Under Existing Rates (\$/month)	Under Proposed Rates (\$/month)	Change (\$/month)	Percent (\$/month)
Winter	\$ 95.49	\$ 109.03	\$ 13.54	14.2%
Summer	\$ 106.52	\$ 121.16	\$ 14.64	13.7%

This table includes gross receipts tax, the fuel adjustment rider, and the fuel experience modification factor rider. It does not include the proposed decrement rider for the Bear Garden Generation Station.

The increases shown above include a proposed increase in the basic customer charge from \$9.50 to \$10.46 for most residential customers. DNCP also proposes to increase the basic customer charge for most small general service customers from \$16.91 to \$18.59 and for most large general service customers from \$71.36 to \$82.64.

Customers other than those on Residential Schedule 1 would experience increases in their monthly bills based upon their particular rate schedules and usage levels.

PROPOSED RATE DESIGN/RATE SCHEDULE CHANGES

DNCP's general rate case application also proposes certain rate design changes, including the use of fuel rates that vary by customer class. The Company proposes to differentiate its fuel rates by customer classes, with the intention of balancing the proposed increases in base rates and reducing the disparity in class rates of return so that all customer classes would experience approximately the same total increase in rates.

The Company also proposes to close Rate Schedule 6 (Large General Service) and Rate Schedule 1DF (Dual Fuel Service-Residential) to new customers and to eliminate the energy conservation discount for Residential Rate Schedules 1, 1P, and 1T. Customers currently on these rate schedules may remain, and customers that currently receive the energy conservation discount will continue to receive it while they remain on those rate schedules.

In addition, the Company proposes to cancel Rider RLC (Residential Water Heater Load Control Service). If this cancellation is allowed, participating customers would no longer receive the rate credit.

The Commission may consider additional or alternative rate design proposals that were not included in the Company's application and may order increases or decreases in individual rate schedules that differ from those proposed by the Company. In no event, however, will the Commission approve any increase in total revenues beyond the total increase in revenues requested by the Company.



OTHER MATTERS

A list of present rates, together with details of the proposed adjustments in rates, can be obtained at the business offices of DNCP or at the Office of the Chief Clerk of the North Carolina Utilities Commission, Dobbs Building, 430 North Salisbury Street, Raleigh, North Carolina, where a copy of the application is available for review. These materials, as well as pleadings, the pre-filed testimony and exhibits of all parties, the transcripts of all hearings, briefs, and proposed orders, may be viewed as they become available on the Commission's web site at www.ncuc.net. Click on "Docket Search" and type in the docket and sub docket numbers. In addition, a detailed list that compares DNCP's present and proposed rates is available on the Public Staff's website at: www.pubstaff.commerce.state.nc.us/pselec/ncpower_rate_increase_summary.pdf.

Persons desiring to present testimony for the record should appear at one of the public hearings. Persons desiring to send written statements to inform the Commission of their positions in the matter should address their statements to the North Carolina Utilities Commission, 4325 Mail Service Center, Raleigh, North Carolina 27699-4325 and reference Docket Nos. E-22, Subs 459 and 461. However, such written statements cannot be considered competent evidence unless those persons appear at the hearing and testify concerning the information contained in their written statements.

Persons having an interest in the investigation and desiring to intervene in this consolidated proceeding as formal parties of record should file their motions to intervene not later than September 1, 2010, and in accordance with Rules R1-5, R1-6, R1-7, and R1-19 of the Commission's Rules and Regulations. These motions should reference Docket Nos. E-22, Subs 459 and 461, and should be filed with the Chief Clerk of the North Carolina Utilities Commission, 4325 Mail Service Center, Raleigh, North Carolina 27699-4325. All parties to these proceedings planning to present expert testimony must prefile their testimony and exhibits not later than September 16, 2010.

The Public Staff is authorized by statute to represent consumers in proceedings before the Commission. Written statements to the Public Staff should include any information which the writers wish to be considered by the Public Staff in its investigation of the matter. Such statements should be addressed to

Mr. Robert P. Gruber
Executive Director,
Public Staff-NC Utilities Commission
4326 Mail Service Center
Raleigh, North Carolina 27699-4326

The Attorney General is also authorized by statute to represent consumers in proceedings before the Commission. Statements to the Attorney General should be addressed to

The Honorable Roy Cooper
Attorney General of North Carolina
c/o Utilities Division
9001 Mail Service Center
Raleigh, North Carolina 27699-9001

This the 11th day of August, 2010.

NORTH CAROLINA UTILITIES COMMISSION

Gail L. Mount, Deputy Clerk

Gwen Keene

From: Brenda McQueen
Sent: Monday, August 30, 2010 3:22 PM
To: Gwen Keene
Cc: Dan Scanlon
Subject: Two contracts for BOC Agenda Sept 7 2010
Attachments: Currituck County NC - Disaster Debris Monitoring Services; ICA-UNIFIED Debris Removal 8-30-10.doc; DebrisRemoval2010 Bid Tabulation.xlsx

Gwen,

Attached are two contracts for disaster debris management services for the Tuesday, September 7, 2010, BOC agenda:

1. Unified Recovery Services, LLC – disaster debris collection, hauling, reduction and disposal services. The RFP was released and advertised in June with a due date of June 28, 2010. We received only two proposals – one from Ceres Environmental and one from Unified Recovery Services, LLC. Attached also is the bid tabulation sheets comparing the rates in the two proposals. While both firms have excellent reputations in the disaster recovery sector, our choice was Unified Recovery Services, LLC, as their rates per cubic yard handling and hauling were quite a bit less than Ceres Environmental.
2. Beck Disaster Recovery, Inc. – disaster debris monitoring and other consulting services (training). The RFP was released and advertised in June with a due date of June 28, 2010. We received only one proposal and it was from Beck Disaster Recovery, Inc. We ran this proposal by the NC Office of Emergency Management (they are familiar with Beck Disaster Recovery, Inc.'s performance) and they made a suggestion which has been incorporated into the proposed contract – Article 17 Termination for Convenience. BDR is also well-known in the disaster recovery field and has a proven record.

In order to be eligible for FEMA reimbursement following a disaster, pre-positioned contracts are required. FEMA also requires that the firm performing the collection, hauling and disposal NOT be the same firm that performs the monitoring services. These contracts are not automatically activated during or following a disaster, the County actually has to make the determination to activate the contract or not to, depending on the severity of the event and notify the pre-positioned contractor to activate or not.

If you need additional information or have any questions, please let me know. Thank you.

Brenda K. McQueen
Public Works Department
P.O. Box 38
Currituck, NC 27929
252-232-2504 telephone
252-232-3298 FAX

Equipment & Labor Rates	CERES	Unified	(hourly)
JD 544 WHEEL LOADER WITH DEBRIS GRAPPLE	110.00	90.00	
JD 644 WHEEL LOADER WITH DEBRIS GRAPPLE	125.00	110.00	
EXTENDABOOM FORKLIFT WITH DEBRIS GRAPPLE	105.00	100.00	
753 BOBCAT SKID STEER LOADER W/ DEBRIS GRAPPLE	85.00	100.00	
753 BOBCAT SKID STEER LOADER W/ BUCKET	85.00	100.00	
753 BOBCAT SKID STEER LOADER W/STREET SWEEPER	85.00	100.00	
30-50 H FARM TRACTOR WITH BOX BLADE OR RAKE	45.00	100.00	
2 - 2 1/2 CU YD ARTICULATED LOADER W/ BUCKET	125.00	105.00	
3 - 4 CU YD ARTICULATED LOADER W/ BUCKET	140.00	110.00	
JD 648E LOG SKIDDER	175.00	100.00	
CAT D4 DOZER	89.00	90.00	
CAT D5 DOZER	118.00	110.00	
CAT D6 DOZER	130.00	125.00	
CAT D7 DOZER	155.00	150.00	
CAT D8 DOZER	170.00	175.00	
CAT 125 - 140 HP MOTOR GRADER	105.00	110.00	
JD 6Y90 TRACKHOE W/ DEBRIS GRAPPLE	135.00	145.00	
JD 690 TRACKHOE W/ BUCKET AND THUMB	135.00	145.00	
RUBBER TIRED EXCAVATOR W/ DEBRIS GRAPPLE	125.00	140.00	
JD 310 RUBBER TIRED BACKHOE W/ BUCKET AND HOE	74.00	135.00	
210 PRENTISS KNUCKLEBOOM W/ DEBRIS GRAPPLE	155.00	145.00	
CAT 623 WSELF-LOADER SCRAPER	160.00	175.00	
HAND-FED DEBRIS CHIPPER	65.00	105.00	
300 - 400 HP TUB GRINDER	425.00	300.00	
800 - 1000 HP TUB GRINDER	575.00	500.00	
30 TON CRANE	175.30	110.00	
50 TON CRANE	245.00	200.00	
100 TON CRANE (8 HOUR MINIMUM)	350.00	375.00	
40 - 60' BUCKET TRUCK	155.00	125.00	
GREATER THAN 60' BUCKET TRUCK	180.00	150.00	
FUEL / SERVICE TRUCK	95.00	60.00	
WATER TRUCK	55.00	70.00	
PORTABLE LIGHT PLANT	37.00	19.00	
LOWBOY TRAILER W/ TRACTOR	145.00	90.00	
FLATBED TRUCK	22.00	20.00	
PICKUP TRUCK (UNMANNED)	18.00	14.00	
SELF-LOADING DUMP TRUCK W/ DEBRIS GRAPPLE	155.00	132.00	
SINGLE AXEL DUMP TRUCK, 5 - 12 CU YD	65.00	45.00	
TANDEM AXLE DUMP TRUCK, 16 - 20 CU YD	75.00	63.00	
TANDEM AXLE DUMP TRUCK, 21 - 30 CU YD	85.00	72.00	
TANDEM AXLE DUMP TRUCK, 31 - 50 CU YD	110.00	90.00	
TANDUM AXLE DUMP TRUCK, 51 - 80 CU YD	135.00	110.00	
POWER SCREEN	92.00	290.00	
STACKING CONVEYOR	40.00	125.00	
CHAINSAW (WITHOUT OPERATOR)	3.50	5.00	
AIR CURTAIN INCINERATOR, SELF-CONTAINED	71.00	400.00	

TEMPORARY OFFICE TRAILER	88.00	30.00
MOBILE COMMAND AND COMMUNICATIONS TRAILER	97.00	60.00
LABORER W/ SMALL HAND TOOLS	38.00	35.00
TRAFFIC CONTROL FLAG PERSON	38.00	35.00
SKILLED SAWMAN	39.00	32.00
CREW FOREMAN WITH CELL PHONE	46.00	48.00
TREE CLIMBER	95.00	90.00
	6,445.80	6,460.00

Service Description	CERES	Unified	UOM
Mobilization & Demobilization (lump sum)	no charge	no charge	lump sum
C&D Debris Removal ROW to DMS one-way haul:			
0 - 15.9 miles	8.28	6.00	cu yd
16 - 30.9 milesw	9.78	6.25	cu yd
31 - 60 miles	11.28	7.00	cu yd
Vegetative Debris Removal ROW to DMS, one way haul			
0 - 15.9 miles	8.28	5.75	cu yd
16 - 30.9 milesw	9.78	6.00	cu yd
31 - 60 miles	11.28	6.50	cu yd
C&D Direct haul to Final Disposal Site (non DMS)			
0 - 15.9 miles	9.24	6.00	cu yd
16 - 30.9 milesw	10.54	6.25	cu yd
31 - 60 miles	11.74	7.00	cu yd
Stumps greater than 24-inch diameter - Direct Haul to final disposal site from ROW			
0 - 15.9 miles	9.45	5.00	cu yd
16 - 30.9 milesw	11.25	5.00	cu yd
31 - 60 miles	12.25	5.00	cu yd
Vegetative Direct Haul to Final DS from ROW			
0 - 15.9 miles	8.94	5.75	cu yd
16 - 30.9 milesw	10.54	6.00	cu yd
31 - 60 miles	11.74	6.50	cu yd
Disaster deposited silt, mud, sand to DMS or FDS			
0 - 15.9 miles	9.99	5.25	cu yd
16 - 30.9 milesw	12.99	5.75	cu yd
31 - 60 miles	16.99	6.25	cu yd
Re-haul CD or RVM from DMS to FDS			
0 - 15.9 miles	4.35	2.75	cu yd
16 - 30.9 milesw	5.25	3.25	cu yd
31 - 60.9 miles	5.85	4.50	cu yd
61 - 119.9 miles	6.85	7.00	cu yd
120 - 150 miles	8.55	11.00	cu yd
Cutting standing tree Owner-determine hazardous (Cutting only)			
6 - 11.99 inch diameter	75.00	35.00	tree
12 - 23.99 inch diameter	115.00	45.00	tree
24 - 5.99 inch diameter	165.00	85.00	tree
36 - 47.99 inch diameter	275.00	125.00	tree
48 inch diameter and greater	345.00	165.00	tree
Cutting and/or removal of Dangerous Limbs from tree (must be greater than 2" to be eligible... cutting only)			
1 to 2 limbs	49.00	50.00	tree
3 to 4 limbs	52.00	60.00	tree
5 or more limbs	59.00	75.00	tree

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the ___ day of _____, 20___ between the **County of Currituck** (hereinafter “County”) and **UNIFIED RECOVERY GROUP, LLC.**, (hereinafter “Contractor”).

RECITALS

County is a body corporate and politic of the State of North Carolina with the duties and powers set forth in Chapter 153A of the North Carolina General Statutes.

Contractor represents that it is duly qualified to perform business, and otherwise to transact business in North Carolina.

IT IS THEREFORE AGREED as follows:

Scope of Work (hereinafter “the Services”). The County requires an experienced and qualified firm to enter into a pre-event contract at no immediate or annual cost to the County for the following services: Contractors shall provide disaster recovery services including, but not limited to, clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the County in order to eliminate immediate threats to public health and safety.

Also required is the elimination of immediate threats of significant damage to improved public or private property (see Section c) and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance relating to reimbursement of eligible damage costs from federal and state agencies when available to County’s officials.

The contract shall be for a base period of three (3) years with an option to renew for up to two additional one (1) year periods, upon consent of all parties. This contract shall only be used on an “as needed” basis as determined solely by the County.

The work to be undertaken includes, but may not be limited to:

- a. Emergency Road Clearance: Removal of debris from the primary transportation routes as directed by the County.
- b. Debris Removal from Public Property: Removal of vegetative debris, construction and demolition debris (“C & D Debris”), or other debris from public right-of-way and

other public properties. Removal of debris beyond the limits of public rights-of-way as necessary to abate imminent and/or significant threats to public health and safety of the community, when directed by the County.

- c. Debris Removal from Private Property: Removal of debris from private properties shall be directed by the County only when an imminent threat to life, safety and health is present on private property. This item will require prior approval of the Federal Emergency Management Agency and will be monitored for strict compliance with federal regulations regarding eligibility for reimbursement costs.
- d. Debris Management Site (DMS): The Contractor will prepare and maintain a sufficient number of DMSs to accept and process all debris within the timelines established in the Contract. The County shall identify and make available all DMS to the Contractor at no charge. Preparation and maintenance of DMS shall include all approach and interior haul roads and dump pads, and an inspection tower sufficient for the monitoring of all incoming and exiting traffic.

All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but not be limited to: reduction by tub grinding or chipping and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative and clean, woody debris; construction and demolition debris; white goods; recyclable debris and household hazardous wastes. Debris collected by Contractor at right-of-way, at discretion of County, may be hauled directly to the nearest lawfully permitted landfill, bypassing the DMS.

- e. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the County in accordance with all applicable federal, state and local laws, standards and regulations.
- f. Demolition of Hazardous or Condemned Structures that are a hazard to public health.
- g. Debris Disposal: Disposal of all disaster debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state and local laws, standards and regulations.

- h. Documentation and Inspections: All debris shall be subject to inspection by the County. Inspections will be to insure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. The Contractor and the County will have in place at the DMS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS(s). The Contractor will assist the County in preparation of any required FEMA and state reports for any potential reimbursement through the training of County employees and the review of documentation prior to submittal. The Contractor will work closely with state authorities, FEMA and other agencies to ensure that debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.
- i. Work Sites: The County will establish and approve all sites that the Contractor will be allowed to use. The Contractor will remove all debris and leave the site from which debris was removed in a clean and neat condition. The condition of the work site shall be equal to or better than the original condition of the site.
- j. White Goods: The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in FEMA 325 Debris Management Guide. The Contractor will handle the disposition of all white goods encountered in accordance with applicable federal, state and local laws. Proper disposal of Freon is essential.
- k. Hazardous Stumps: The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the County. Stumps will be hauled to DMS where they shall be inspected and categorized by size.
- l. Backfilling of stump root ball holes upon direction of the County. This clean fill dirt shall be compacted as directed by the County.
- m. Canal/Waterway Debris Removal: Contractor shall remove storm debris from drainage canals and ditches at direction of County.
- n. Loading and hauling of storm-deposited soils (e.g., silt, sand, or mud).
- o. Documentation and Recovery Process: Contractor will provide the following in addition to debris removal activities:

1. Documentation of recovery process
2. Provide written and oral status as requested by the County
3. Review documentation for accuracy and quantity
4. Assist in preparation of claim documentation

Any costs associated with the documentation and recovery process shall be included in Contractor's prices in the pricing attachments. Contractor acknowledges it has proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope of work.

2. Compensation. Contractor will be paid for its Services by County as follows: The fee for the services under this agreement will be based on the pricing submitted by Contractor in its Proposal dated June 28, 2010. Payment shall be made upon verification of detailed invoices received per the accounts payable schedule of the Finance Department.

3. Contractor's Freedom to Contract. Contractor may employ assistants at its sole expense and discretion as may be necessary to fulfill Contractor's obligations under this Agreement. Contractor agrees that anyone to whom it delegates any or all of the Services called for by this contract will be competent, qualified and capable of performing the work without any supervision, contact or assistance by County's employees. Any such assistant will be employed only by Contractor, and will not be an employee of the County while performing services under this contract.

4. Expenses. County shall not be liable to Contractor for any expenses which Contractor incurs, nor shall Contractor be liable to County for office help or expenses. Contractor shall have no authority to bind County by any promise or representation, unless specifically authorized by the County Manager in writing to do so.

5. Term. The contract shall be for a base period of three (3) years with an option to

renew for up to two additional one (1) year periods, upon consent of all parties. This contract shall only be used on an “as needed” basis as determined solely by the County.

This Agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party. Also refer to article 17 of this Agreement (Termination for Convenience). Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor. Contracted Services under the terms of this agreement shall terminate upon completion of the Services which shall in no event exceed thirty (30) days for completion of the Services.

6. Nature of Relationship. Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of County. Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Agreement. Contractor further understands and acknowledges the following:

- a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.
- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.

- d. Contract is not required to perform tasks in any particular order or sequence.
- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.
- j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.

7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. Contractor agrees to indemnify and hold harmless the County from any claims for taxes as described in this Section.

8. Insurance. Contractor understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County for its employees. Contractor agrees to procure and maintain workers' compensation insurance coverage for the benefit of contractor's employees or subcontractors and to procure general

liability insurance listing the County as an additional insured at all times relevant to this Agreement. Contractor shall provide to County upon request a valid and current certificate of workers' compensation and general liability insurance. In the event Contractor shall fail at any time to have in force and effect insurance as required by this Section, Contractor agrees to indemnify and hold harmless County for (1) any premium paid by County to maintain insurance coverage applicable to Contractor and/or its employees or subcontractors; (2) any worker's compensation benefits paid by County as a result of Contractor's failure to comply with this Section; and (3) any amounts paid by County for general liability claims as a result of Contractor's failure to comply with this Section.

9. Indemnity. Contractor shall and does hereby agree to indemnify, save harmless and defend County from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by Contractor, its employees, agents or subcontractors in any way attributable to the performance of the Services, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to person or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character, in any way attributable to or asserted against County or against Contractor and County, or which the County may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of County and/or the sole negligence of County's

employees, agents or servants, then and only then, Contractor shall not be liable under the provisions of this paragraph.

10. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or its breach, shall be settled by arbitration in Currituck County, North Carolina in accordance with the provisions of the North Carolina Revised Uniform Arbitration Act, (the “Act”). The parties to this Agreement understand that this arbitration provision shall expressly apply to this Agreement in accordance with the Act. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

11. Notices. Any notice, request or report given by one party to the other shall be in writing, deposited in the United States Mail (postage prepaid) or hand delivered and properly addressed as follows:

If the notice is to County:
Daniel F. Scanlon II
County of Currituck
P.O. Box 39
Currituck, NC 27929

If the notice is to Contractor:
Daniel B. Davis, Business Development Officer
263 Third Street, 5th Floor
Baton Rouge, LA 70802

12. Non-Waiver. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

13. Headings. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

14. Amendments. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

15. Complete Agreement. This Agreement constitutes the entire Agreement between County and Contractor pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements and understandings of either or both parties in connection therewith.

16. Governing Law. The validity, interpretation and performance of this Agreement and of its provisions shall be governed by the laws of the State of North Carolina.

17. Termination for Convenience. The County may, at any time, terminate the Contract for the County's convenience and without cause. Upon receipt of written notice from the County of such termination for the County's convenience, the Contractor shall:

- a. cease operations as directed by the County in the notice;
- b. take actions necessary, or that the County may direct, for the protection and preservation of the work; and
- c. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

COUNTY OF CURRITUCK

By: _____ (SEAL)

UNIFIED RECOVERY GROUP, LLC

By: _____ (SEAL)
_____, Member

Independent Contractor carries and will provide County with a Certificate of Insurance for:

Workers' Compensation Yes No

General Liability Yes No

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

Sandra Hill
Finance Officer

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the ___ day of _____, 20__ between the **County of Currituck** (hereinafter "County") and **BECK DISASTER RECOVERY, INC.**, (hereinafter "Contractor").

RECITALS

County is a body corporate and politic of the State of North Carolina with the duties and powers set forth in Chapter 153A of the North Carolina General Statutes.

Contractor represents that it is duly qualified to perform business, and otherwise to transact business in North Carolina.

IT IS THEREFORE AGREED as follows:

1. Scope of Work (hereinafter "the Services"). Provide disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors as requested by County. Contractor is capable of providing a range of related services including damage assessment, training, emergency planning, infrastructure restoration and other services as needed and ordered by the County. Other services may include, but not be limited to, facilitating communication with FEMA the State of North Carolina and other State and Federal agencies, coordination with state or county insurance representatives, pre-event planning, post-event reconstruction, grant funding and reimbursement services.

A. Disaster Debris Monitoring Services

Contractor will provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways and other public, eligible or designated areas as directed by County. Specific services may include:

- 1) Coordinating daily briefings, work progress, staffing and other key items with the County;
- 2) Selection and permitting of TDRS locations and any other permitting/regulatory issues as necessary;
- 3) Scheduling work for all team members and contractors on a daily basis;
- 4) Hiring, scheduling and managing field staff;
- 5) Monitoring recovery contractor operations, and making/implementing recommendations to improve efficiency and speed up recovery work;
- 6) Assisting the County with responding to public concerns and comments;
- 7) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring;
- 8) Entering load tickets into a database application;
- 9) Digitization of source documentation (such as load tickets);
- 10) Developing daily operational reports to keep the County informed of work progress;
- 11) Development of maps, GIS applications, etc., as necessary;
- 12) Comprehensive review, reconciliation and validation of debris removal contractor(s) invoices prior to submission to the County for processing;
- 13) Project Worksheet and other pertinent report preparation required for reimbursement by FEMA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors
- 14) Final report and appeal preparation assistance.

B. Emergency Management Planning and Training

As directed by the County, the Consultant shall provide:

- 1) Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation;
- 2) Development of a debris management plan – including identification of an adequate number of TDSRs locations. Staff training as necessary;
- 3) Procurement assistance for debris removal contractors and other services as requested;
- 4) Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Panels;
- 5) Technical support and assistance in developing public information;

- 6) Other training and assistance as requested by the County;
- 7) Other reports and data as required by the County;
- 8) Other emergency management/consulting services identified/required by the County.

C. Damage Assessment and Reconstruction Services

If requested, the Consultant shall provide post-disaster damage assessment and reconstruction services to include assessment, planning, engineering and construction management services. Specific areas where services may be requested include County facilities, utility systems, transportation systems and other sectors as required.

D. PUBLIC ASSISTANCE CONSULTING SERVICES

As directed by the County, the consultant shall provide:

1. Identification of eligible emergency and permanent work (Category A-G);
2. Damage Assessment
3. Assistance in attaining Immediate Needs Funding;
4. Prioritization of recovery workload;
5. Loss measurement and categorization;
6. Insurance evaluation, documentation adjusting and settlement services;
7. Project Worksheet formulation, generation and review.
8. FEMA, FHWA, HMGP, CDBG, NRCS and additional reimbursement support;
9. Staff augmentation with experienced Public Assistance Coordinators and Project Officers;
10. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
11. Appeal services and negotiations;
12. Reconstruction and long-term infrastructure planning; and
13. Final review of all emergency and permanent work performed.

END OF SCOPE

2. Compensation. Contractor will be paid for its Services by County as follows: The fee for the services under this agreement will be based on the actual hours of services furnished multiplied by the Consultant's Hourly Fees For Services set forth in Contractor's Proposal dated June 28, 2010. Contractor's proposal dated June 28, 2010, is hereby attached and incorporated herein by reference as part of this Agreement. Payment shall be made upon verification of invoices received per the accounts payable schedule of the Finance Department.

3. Contractor's Freedom to Contract. Contractor may employ assistants at its sole expense and discretion as may be necessary to fulfill Contractor's obligations under this Agreement. Contractor agrees that anyone to whom it delegates any or all of the Services called for by this contract will be competent, qualified and capable of performing the work without any supervision, contact or assistance by County's employees. Any such assistant will be employed only by Contractor, and will not be an employee of the County while performing services under this contract.

4. Expenses. County shall not be liable to Contractor for any expenses which Contractor incurs, nor shall Contractor be liable to County for office help or expenses. Contractor shall have no authority to bind County by any promise or representation, unless specifically authorized by the County Manager in writing to do so.

5. Term. The term of this Agreement shall be for a three (3) year period beginning _____, 2010, and ending on _____, 2013, with the option to extend the Agreement for three (3) additional one year periods. This Agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party. Please also see Article 17 of this Agreement (Termination for

Convenience). Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor. Contracted Services under the terms of this agreement shall terminate upon completion of the Services which shall in no event exceed thirty (30) days for completion of the Services.

6. Nature of Relationship. Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of County. Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Agreement. Contractor further understands and acknowledges the following:

- a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.
- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.
- d. Contract is not required to perform tasks in any particular order or sequence.
- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.

f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.

g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.

h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.

i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.

j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.

7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. Contractor agrees to indemnify and hold harmless the County from any claims for taxes as described in this Section.

8. Insurance. Contractor understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County for its employees. Contractor agrees to procure and maintain workers' compensation insurance coverage for the benefit of contractor's employees or subcontractors and to procure general liability insurance listing the County as an additional insured at all times relevant to this Agreement. Contractor shall provide to County upon request a valid and current certificate of workers' compensation and general liability insurance. In the event Contractor shall fail at any

time to have in force and effect insurance as required by this Section, Contractor agrees to indemnify and hold harmless County for (1) any premium paid by County to maintain insurance coverage applicable to Contractor and/or its employees or subcontractors; (2) any worker's compensation benefits paid by County as a result of Contractor's failure to comply with this Section; and (3) any amounts paid by County for general liability claims as a result of Contractor's failure to comply with this Section.

9. Indemnity. Contractor shall and does hereby agree to indemnify, save harmless and defend County from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by Contractor, its employees, agents or subcontractors in any way attributable to the performance of the Services, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to person or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character, in any way attributable to or asserted against County or against Contractor and County, or which the County may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of County and/or the sole negligence of County's employees, agents or servants, then and only then, Contractor shall not be liable under the provisions of this paragraph.

10. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or its breach, shall be settled by arbitration in Currituck County, North Carolina in

accordance with the provisions of the North Carolina Revised Uniform Arbitration Act, (the "Act"). The parties to this Agreement understand that this arbitration provision shall expressly apply to this Agreement in accordance with the Act. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

11. Notices. Any notice, request or report given by one party to the other shall be in writing, deposited in the United States Mail (postage prepaid) or hand delivered and properly addressed as follows:

If the notice is to County:
Daniel F. Scanlon II
County of Currituck
P.O. Box 39
Currituck, NC 27929

If the notice is to Contractor:
Nate Counsell
Beck Disaster Recovery, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751

12. Non-Waiver. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

13. Headings. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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- a. cease operations as directed by the County in the notice;
- b. take actions necessary, or that the County may direct, for the protection and preservation of the work; and
- c. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

COUNTY OF CURRITUCK

By: _____ (SEAL)

Attest:

BECK DISASTER RECOVERY, INC.

By: _____,
_____, Secretary

By: _____ (SEAL)
_____, President

or
Vice President/Secretary/Treasurer

(Affix Corporate Seal)

Independent Contractor carries and will provide County with a Certificate of Insurance for:

Workers' Compensation Yes No

General Liability Yes No

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

Sandra Hill
Finance Officer

SENIOR CITIZEN ADVISORY BOARD
3 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Shirley Falls	District 1				2nd 1/11/2012
Jo Stepp	District 2				1st 7/20/2012
Rose Wright	District 3			3/1/2010	1st 1/14/2013
Grace Yingling*	District 4		Owen Etheridge	7/20/2009	2nd 7/12/2012
Rosalie Rose	District 5				1st 1/1/2011
Martha Burns	At-Large			6/15/2009	1st 1/19/2011
Gerri Andrews	At-Large			6/15/2009	1st 4/15/2011

* Moved-Needs to be Replaced



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: Aug. 19, 2010
Name: Doris Rebecca Wents Ballance
Address: 1115 Waterlily Road - Churches Island
Coinjock, N.C. 27923
Phone: (252) 453-0531- cell (252) 455-0180

Board(s) or Committee(s) on which you would like to serve:

Please check

- | | |
|----------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> ABC Board | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Agricultural Advisory Board | <input type="checkbox"/> Nursing Home Advisory Committee |
| <input type="checkbox"/> Airport Advisory Authority | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Board of Adjustment | <input checked="" type="checkbox"/> Senior Citizens Advisory Board |
| <input type="checkbox"/> Economic Development Board | <input type="checkbox"/> Social Services Board |
| <input type="checkbox"/> Game Commission | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Jury Commission | <input type="checkbox"/> Whalehead Preservation Trust |
| <input type="checkbox"/> Land Transfer Tax Appeals Board | <input type="checkbox"/> Workforce Development Board |

Qualifications and reasons you would like to serve:

See attached

Please return to: County Manager's Office
P.O. Box 39
Currituck, NC 27929

**ABC BOARD
3 Year Terms**

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Harold Capps*	District 1		Vance Aydlett	8/2007	8/31/2010
Owen Etheridge	District 2			1/2010	1/1/2013
David Myers	District 3			5/2009	2nd 5/4/2012
Horace Bell, III	District 4			6/15/09	2nd 6/15/2012
Gene Gregory	District 5			1/2010	1/1/2013
	At-Large				
	At-Large				

* May be Reappointed

A B C BOARD

**After initial term expires their successors
shall be appointed for a 3 year term**

Gene Gregory, Chairman

Jan. 2010 – Jan. 2013

David Myers
1552 Waterlily Road
Coinjock, NC 27923
453-3575

May 4, 2009 – May 2012
2nd term

Horace Bell, III.
122 Carotauk Drive
Currituck, NC 27929
232-3310

June 15, 2009 – June 2012
2nd term

Harold Capps
188 Blue Heron Lane
Knotts Island, NC 27950
429-9026

Aug. 2007 – Aug. 2010
1st term

Owen Etheridge

Jan. 2010 – Jan. 2013

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 7th day of September, 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>
10415-561000	Professional Services	\$ 133,050	
10390-499900	Fund Balance Appropriated		\$ 133,050
		<u>\$ 133,050</u>	<u>\$ 133,050</u>

Explanation: Legal (10415) - Increase Legal professional services by \$120,000 for OLF legal fee cost share with Camden County and \$13,050 for additional Legal Fees for the Board of Adjustments.

Net Budget Effect: Operating Fund (10) - Increased by \$133,050.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 7th day of September, 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>
10660-516200	Vehicle Maintenance	\$ 231	
10660-531000	Gas, Oil, Etc		\$ 231
		<u>\$ 231</u>	<u>\$ 231</u>

Explanation: Planning (10660) - Transfer funds to repair 2005 Jeep.

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

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 7th day of September, 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>
10512-545001	Contract Services - Anim Shelter	\$ 10,000	
10390-499900	Fund Balance Appropriated		\$ 10,000
		<u>\$ 10,000</u>	<u>\$ 10,000</u>

Explanation: Animal Control (10512) - To appropriate fund balance for cash match for spay & neuter grant received by the Animal Lovers Assistance League.

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

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

CURRITUCK COUNTY
NORTH CAROLINA
August 16, 2010

The Board of Commissioners met prior to the regular meeting at 6:00 p.m. to discuss the Moyock Wastewater Project.

The Board of Commissioners met on Monday, August 16, 2010, 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, Nelms, Rorer and Taylor.

Invocation Pledge of Allegiance

Reverend Glenn McCranie, Retired Military Chaplain, was present to give the invocation.

Approval of Agenda

Commissioner Aydlett moved to amend by deleting Item 10 and add Item 10A, appointment to Fire and EMS Advisory Board; delete Item 4 and delete Item 3 on Consent Agenda. Commissioner Taylor seconded the motion. Motion carried.

- 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 David Coelho and Travis Kemp**
- Item 4 **Recognition of Deputy Fred Smith (Deleted)**
- Item 5 **Action on Moyock Wastewater Project**
- Item 6 **Action on PB 87-56 Monterey Shores, PUD:** Request for a major amendment of Special Use Permit to designate 1.10 acres identified as General Business (GB) to Outer Banks Standard Residential (RO1) within the PUD.
- Item 7 **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.
- Item 8 **Public Hearing on closeout of FY 2002 Community Development Block Grant Scattered Site Grant program**
- Item 9 **Consideration of Ordinance** prohibiting metal detectors on County property

- Item 10 **Appointment to Walnut Island Sanitary District (Deleted)**
- Item 10A **Appointment to Fire and EMS Advisory Board**
- Item 11 **Consent Agenda:**
 - 1. Award bid for Judicial Roof Replacement to Baker Roofing Company
 - 2. Resolution Surplus Property 2006 Ford 500
 - 3. Sheriff Department to declare surplus property (Deleted)
 - 4. Amend Personnel Policy Fire & EMS probation change
 - 5. Budget Amendments
 - 6. Request DOT to add South (left) end of Owens Beach Road to state system
 - 7. Approval of August 2, 2010, Minutes
- Item 12 Commissioner's Report
- Item 13 County Manager's Report
- Item 14 **Closed Session:**

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. There being no comments, he closed the public comment period.

Recognition of David Coelho and Travis Kemp

The Board recognized David Coelho and Travis Kemp.

**RESOLUTION
RECOGNIZING DAVID COELHO AND TRAVIS KEMP**

WHEREAS, Universal Technical Institute is the parent company to the NASCAR Technical Institute in Mooresville, North Carolina; and

WHEREAS, this prestigious school graduates 12,000 students each year; and

WHEREAS, 80 percent of their students take their scholarship test each year; and

WHEREAS, each year the top scoring student is recognized and given a major scholarship to attend this prestigious technical school; and

WHEREAS, this year the top scoring students are from Currituck County High School; and

WHEREAS, Mr. Mark Wootton, Instructor of Automotive Technologies at Currituck County High School, is proud to announce that these two students from his 2010 Level 3 Auto Shop Class are David Coelho and Travis Kemp.

NOW, THEREFORE, BE IT RESOLVED, that the Currituck County Board of Commissioners would like to express its pride in and congratulations to David Coelho and Travis Kemp for their unprecedented accomplishments. We wish them well in their future with NASCAR.

Recognition of Deputy Fred Smith

continued

Action on Moyock Wastewater Project

Chairman O'Neal asked Staff what their recommendation is for Moyock Wastewater. Eric Weatherly, Engineer, Dan Scanlon, County Manager, and Ike McRee, County Attorney support moving forward with a county owned system.

Commissioner Taylor requested staff to proceed with land acquisition, permit and disposal area for a county owned wastewater system. Commissioner Nelms seconded the motion. Motion carried unanimously.

Action on PB 87-56 Monterey Shores, PUD: Request for a major amendment of Special Use Permit to designate 1.10 acres identified as General Business (GB) to Outer Banks Standard Residential (RO1) within the PUD.

Ike McRee, County Attorney, reviewed the previous hearing and decision on this item.

Consideration and Action: PB 87-56 Monterey Shores, PUD: Request for a major amendment of Special Use Permit to designate 1.10 acres identified as General Business (GB) to Outer Banks Standard Residential (RO1) within the PUD.

Ike McRee, County Attorney, stated that Crouse Gray would like to make a statement to the Board before you continue with request.

Crouse Gray requested the Board not to proceed with this request and the hearing calls for consideration and this should be heard as a quasi judicial Board.

Ike McRee, County Attorney, agrees that this should have been advertised as a quasi judicial hearing.

Wyatt Booth, Attorney for Corolla Worship Center, stated they were prepared to present case.

Bob Degabrielle, property owner, requested that the commercial allocation be returned.

Ike McRee, County Attorney, stated that a special use permit has been issued for the same property.

Commissioner Etheridge moved to proceed with hearing. Commissioner Gregory seconded the motion. Motion carried.

Ben Woody, Planning Director, reviewed the request.

**CASE ANALYSIS FOR THE
BOARD OF COMMISSIONERS**

DATE: June 21, 2010

PB 87-56 Monterey Shores, Planned Unit Development

ITEM: PB 87-56 Monterey Shores, Planned Unit Development, Amended Special Use Permit, to designate 1.10 acres of commercial zoning to residential (R01) within the PUD.

LOCATION: Corolla, Monterey 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 (R01): 318.94 acres
- PUD Overlay (GB): 35.56 acres
- PUD Overlay (R01): 1.10 acres proposed

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

OWNER/

APPLICANT: Monterey Shores, Inc.
5299 Pennock Point Road
Jupiter, FL

Corolla Worship Center
PO Box 668
Nags Head, NC 27959

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 Monterey Shores is 35% (124.46 acres). According to the proposed development plan Monterey Shores provides 37% (131.81 acres) of open space.

I. NARRATIVE OF REQUEST:

- The applicants are seeking an amendment to the special use permit that would undo the zoning allocation approved by the Board of Commissioners on March 15, 2010. The request would reduce the commercial allocation by 1.10 acres to residential (RO1) within the Monterey Shores PUD.
- The request is considered a major amendment to the Special Use Permit as defined in Section 11.9.2 of the UDO. The amendment requires the approval of the permit issuing authority and may be obtained without a formal application, public hearing, or payment of any additional fee.

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 Monterey 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 Monterey Shores, Inc. (the original developer). According to Bob Degabrielle, Monterey 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 Monterey 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 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 a planned unit development is allowed in the R01 base zoning district and PUD overlay with a special use permit.
- b. The requested zoning designation meets the UDO allocations 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 the properties as Full Service and Conservation 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. The commercial allocation within the Conservation classification is being slightly reduced, and 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 employ on-site or community 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 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. 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.

Bob Degabrielle, stated that this PUD has been recognized since 1998.

Crouse Gray, Attorney, stated that there was a pending lawsuit on a contract to purchase this property with a decision to be made on June 28, 2010.

Wyatt Booth, Attorney, would like to re-establish the property designation as residential.

Mr. Gray stated that the lawsuit is on contract not rezoning. Contract provided buyer has right to cancel and

his client filed litigation on December 4, 2009. Mr. Gray requested Board to defer decision until court has ruled.

Reverend David Daniels, stated that he had plans to build a church with the property donated by Mr. Degabrielle.

Chairman O'Neal closed the public hearing.

Commissioner Nelms moved to continue until court has ruled on the contract. Commissioner Aydlett seconded the motion. Motion carried.

Commissioner Aydlett moved to deny the request. Commissioner Nelms seconded the motion. Motion carried.

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 this case that was remanded back to the Board of Commissioners for another hearing as the court has ordered.

Bryan Plumlee, Attorney for applicant, requested the Board continue this item for at least 60 days until they have had an opportunity to gather the proper records.

Commissioner Etheridge moved to continue until October 18, 2010, meeting. Commissioner Aydlett seconded the motion. Motion carried.

Public Hearing on closeout of FY 2002 Community Development Block Grant Scattered Site Grant program

Dan Scanlon, County Manager, stated that there were 7 projects, 1 was a rehab and 6 for replacement. The total amount of funding received was \$394,349.00.

Chairman O'Neal opened the public hearing. There being no comments, he closed the public hearing.

Commissioner Nelms moved to approve the close out of the CDBG scattered site program for FY 2002. Commissioner Rorer seconded the motion. Motion carried.

Consideration of Ordinance prohibiting metal detectors on County property

Ike McRee, County Attorney, reviewed the ordinance.

Commissioner Taylor moved to approve. Commissioner Gregory seconded the motion. Commissioner Etheridge and Rorer voted no. This will come back to next meeting for a second reading.

**AN ORDINANCE OF THE
CURRITUCK COUNTY BOARD OF COMMISSIONERS
AMENDING ARTICLE I OF THE CURRITUCK COUNTY CODE OF
ORDINANCES BY ADDING SECTION 9-8 TO PROHIBIT USE OF METAL
DETECTORS ON COUNTY PROPERTY**

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

WHEREAS, pursuant to N.C.Gen. Stat. Sect. 153A-169 a county may by ordinance adopt regulations concerning the use of county property.

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

PART 1. Article I of the Code of Ordinances for Currituck County is amended by adding Section 9-8 to read as follows:

Sec. 9-8 Metal detectors prohibited on county property.

On county property a person may not use or carry a metal detector, probe or similar instrument used for remotely sensing the presence of objects or features at or below ground level.

PART 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and if any

phrase, clause, sentence, or paragraph of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutional or invalid phrase, clause, sentence, or paragraph shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the remaining provisions would have been enacted by the Board of Commissioners without the incorporation into this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Appointment to Walnut Island Sanitary District

Deleted

Appointment to Fire & EMS Advisory

Commissioner Nelms moved to appoint Charles Berry.
 Commissioner Rorer seconded the motion. Motion carried.

Consent Agenda:

1. Award bid for Judicial Roof Replacement to Baker Roofing Company
2. Resolution Surplus Property 2006 Ford 500
3. Sheriff Department to declare surplus property (Deleted)
4. Amend Personnel Policy Fire & EMS probation change
5. Budget Amendments
6. Request DOT to add South (left) end of Owens Beach Road to state system
7. Approval of August 2, 2010, Minutes

Commissioner Taylor moved to approve. Commissioner Gregory 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
10531-514000	Travel	\$ 1,000	
10531-532000	Supplies	\$ 11,147	
10390-499900	Appropriated Fund Balance		\$ 12,147

\$	12,147	\$	12,147
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Explanation: Emergency Management (10531) - To carry-forward 2009 Emergency Management Planning Grant funds remaining from last fiscal year. This grant expires 9/30/2010.

Net Budget Effect: Operating Fund (10) - Increased by \$12,147.

Commissioner’s Report

Commissioner Taylor stated that DOT has cleared the area in front of Moyock Baptist Church.

Commissioner Gregory commented on the heavy traffic on weekends especially in front of Grave Digger. Staff was directed to send a letter to DOT on phasing the stop lights on US 158 and NC 168.

Commissioner Nelms stated that Bike Week was Labor Day weekend.

Commissioner Rorer, said there will be a breakfast for Currituck Kids on September 26 at Bells Island Club House.

Commissioner Aydlett requested a letter to WRC concerning the Brumley Road public boating access in need of repair.

Chairman O’Neal stated that Albemarle Health Center will be coming to Currituck.

County Manager’s Report

No comments

Closed Session:

- 8. According to GS 143-318.11 (3) to consult with attorney in order to preserve the attorney client privilege

Commissioner Etheridge moved to go into closed session as stated and also include (6) to discuss land acquisition, Gabbard Lane, Diane Owens. Commissioner Gregory seconded the motion. Motion carried.

Adjourn

After reconvening from closed session, no action was taken. There being no further business, the meeting adjourned.

Special Meeting

Tourism Development Authority Meeting

Call to Order

Chairman O'Neal called the meeting to order.

Consideration of Policy for inclusion in Business Promotions

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

Budget Amendments for TDA

Commissioner Gregory 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
15442-590441	Technology over \$1,000	\$ 5,546	
15380-481000	Investment earnings		\$ 5,546
		\$ 5,546	\$ 5,546

Explanation: Tourism Promotion (15442) - To increase appropriations to purchase a replacement copy machine for the Corolla Visitor's Center.

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$5,546.

Adjourn

There being no further business, the meeting adjourned.



Eric T. Weatherly, P.E.
County Engineer

Currituck County

Post Office Box 38
Currituck, North Carolina 27929
252-232-6035
FAX 252-232-3298
eweatherly@co.currituck.nc.us

MEMORANDUM

Date: August 24, 2010

To: Board of Commissioners
Dan Scanlon, County Manager

From: Eric T. Weatherly

RE: Whalehead Subdivision Drainage Project – Phase I
Change Order #2 and #3 Approval Request

Background:

Phase I of the Whalehead Subdivision drainage project is nearing completion. Phase I consists of drainage basins on Coral and Marlin Streets with discharge to the TimBuck II pond. Work remaining includes the final tie-in at the discharge pond, landscaping and decorative fencing and bollards.

The purpose of the attached change orders #2 and #3 are to finalize the landscaping for the two streets converted to basins, to install a more aesthetic enclosure around the two pump stations and to install bollards at pedestrian street crossings.

Action:

Change Order #2 – Credits were given for the initial basin plantings, topsoil amendments, and the generator screenings. Additions include the revised basin planting plan using indigenous species, the inclusion of different trees and shrub plantings within the basin, driveway and boardwalk screening and we retained the generator screening quote which will use large specimen wax myrtles to delineate the ends of the common drives and to spot plant around the enclosures so the wall is visually softened. Doing all of these items results in a total **CREDIT** to the project of \$13,688.

Change Order #3 – This change order covers all of the items associated with revising the lift station enclosures from a chain link fence with plantings to the precast concrete wall enclosures, removing the cobra head lighting and antenna and installing lighting on the interior of the enclosure and placing the antenna on a black fiberglass pole, installing precast bollards at the boardwalk ramps and miscellaneous site work associated with these revisions. The cost for this work is \$46,039.

Applying the credit from change order #2 to the increase for change order #3 results in a total construction contract **INCREASE** of \$32,351. With approval of these change orders, we will be in position to complete and close out this project.

CHANGE ORDER

RPC Contracting, Inc
 PO Box 333
 Kitty Hawk, NC 27949

Date: 8/9/10
 Number: 2 Rev.

To: County of Currituck
 C/O Moffatt & Nichol
 1616 East Millbrook Road, Suite 160
 Raleigh, NC 27609

Job Name: Whalehead Subdivision Drainage
 Improvements Phase I
 Job Number: 2009029

We hereby agree to make the changes specified below:

1. Revised Planting Schedule for Retention Basins, Generator and Transformer Screening per revised plans & attached Emerald Forest quotes

Revised Basin Planting Plan	1 LS @	\$ 37,000.00 =	\$ 37,000.00
Revised Generator Screening	1 LS @	\$ 4,400.00 =	\$ 4,400.00
Driveway Screening	1 LS @	\$ 9,000.00 =	\$ 9,000.00
Tree & Shrub Planting	1 LS @	\$ 10,320.00 =	\$ 10,320.00
Credit Original Landscaping Quote	-1 LS @	\$ 55,000.00 =	(\$ 55,000.00)
Credit for 6" Off Site Topsoil	-767 CY @	\$ 24.00 / CY =	(\$ 18,408.00)
Credit Original Generator Plantings	-1 LS @	\$ 1,000.00 =	(\$ 1,000.00)
		Total	(\$ 13,688.00)

This change was recommended by the landscaping subcontractor due to the nature of the basins which consist of dry sand with no irrigation and the Homeowner Association request for additional screening of the generators, wet wells and transformers at the site. The revised planting schedule is designed to survive in a dune environment with a minimal amount of watering and maintenance while providing the ground cover required for the project.

Note: This Change Order becomes part of and in conformance with the existing contract and impacts the substantial completion of the job by 150 days.

WE HEREBY agree to make the changes specified above at this price


 AUTHORIZED SIGNATURE (CONTRACTOR)

ACCEPTED: The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of Acceptance _____

Signature _____
 County of Currituck

Quotation

Date: June 19, 2010

TO:
 Mr. Jay Hawekotte
 RPC Contracting, Inc.
 P.O. Box 333
 Kitty Hawk, NC 27949
 Phone: 252 261-3336
 Fax: 252 491-2176

FROM:
 EMERALD FOREST INCORPORATED
 Wetland Mitigation Specialists
 4651 Backwoods Road
 Chesapeake, Virginia 23322
 Phone/Fax: 757.421.0929
 Mobile: 757 636-8977

PROJECT: Whalehead Subdivision Drainage Improvements, Screen Plantings

SCOPE: Our scope of work for this project includes the supply, installation and one-year replacement warranty for the plant material listed. A copy of our warranty terms is attached and made a part of this quotation. Our scope also includes bed preparation, mulching and maintenance. We have quoted 5-6' plant stock in 15 gallon containers at 8' on-center. Wax Myrtle will grow to 15' high and 15' around and should provide a nice natices screen.

TEM NO	QTY	DESCRIPTION	SIZE	UNIT	UNIT PRICE	TOTAL
001	32	Southern Wax Myrtle	5-6' ht	each	130.00	4,160.00
008	1	Mobilization	n/a	LS	240.00	240.00
					Subtotal	4,400.00
					LUMP SUM	4,400.00

PAYMENT DUE WITHIN 30 DAYS INVOICE FOR COMPLETED WORK.
THIS QUOTATION SHALL REMAIN VALID FOR 60 DAYS.

Submitted By: _____ / _____
 name & title date

Quotation

Date: July 19, 2010

TO:
 Mr. Jay Hawekotte
 RPC Contracting, Inc.
 P.O. Box 333
 Kitty Hawk, NC 27949
 Phone: 252 261-3336
 Fax: 252 491-2176

FROM:
 EMERALD FOREST INCORPORATED
 Wetland Mitigation Specialists
 4651 Backwoods Road
 Chesapeake, Virginia 23322
 Phone/Fax: 757.421.0929
 Mobile: 757 636-8977

PROJECT: Whalehead Subdivision Drainage Improvements, Driveway Screen Plantings

SCOPE: Our scope of work for this project includes the supply, installation and one-year replacement warranty for the plant material listed. A copy of our warranty terms is attached and made a part of this quotation. Our scope also includes bed preparation, mulching and maintenance. We have quoted 1 gallon Sargents Junipers to create a visual barrier where the driveways were prior to installation of a walkway. Plants will be installed at 3' on center.

TEM NO	QTY	DESCRIPTION	SIZE	UNIT	UNIT PRICE	TOTAL
001	730	Sargents Juniper	1 gallon	each	12.00	8,760.00
008	1	Mobilization	n/a	LS	240.00	240.00
					Subtotal	9,000.00
					LUMP SUM	9,000.00

**PAYMENT DUE WITHIN 30 DAYS INVOICE FOR COMPLETED WORK.
 THIS QUOTATION SHALL REMAIN VALID FOR 60 DAYS.**

Submitted By: _____ / _____ date
name & title

Quotation

Date: July 19, 2010

TO:
 Mr. Jay Hawekotte
 RPC Contracting, Inc.
 P.O. Box 333
 Kitty Hawk, NC 27949
 Phone: 252 261-3336
 Fax: 252 491-2176

FROM:
 EMERALD FOREST INCORPORATED
 Wetland Mitigation Specialists
 4651 Backwoods Road
 Chesapeake, Virginia 23322
 Phone/Fax: 757.421.0929
 Mobile: 757 636-8977

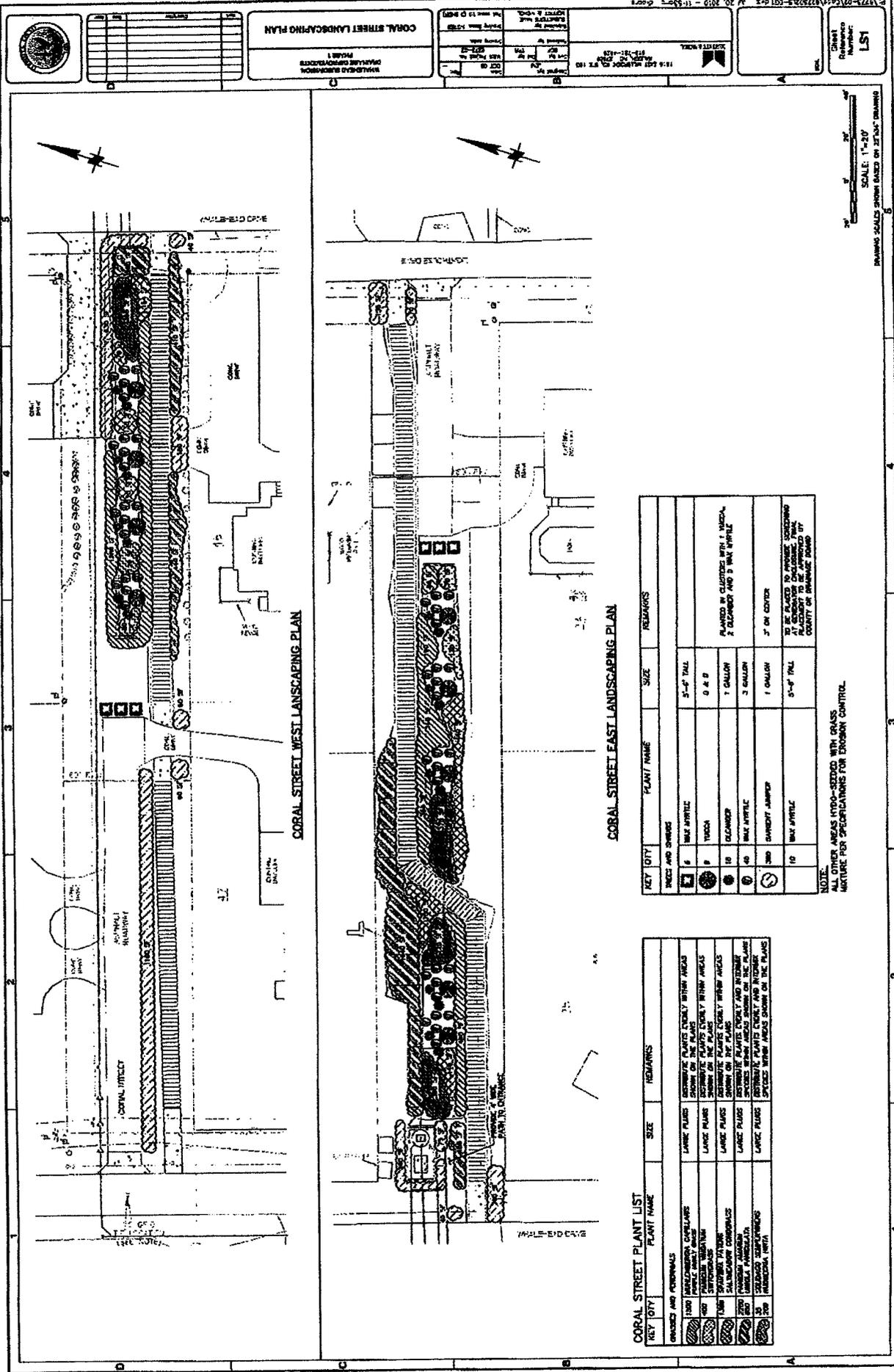
PROJECT: Whalehead Subdivision Drainage Improvements, Tree and Shrub Planting Quote

SCOPE: Our scope of work for this project includes the supply, installation and one-year replacement warranty for the plant material listed. A copy of our warranty terms is attached and made a part of this quotation. Our scope also includes bed preparation, mulching and maintenance. We have quoted the supply and installation of 20 woody plant clusters in the basin areas. Each Cluster will consist of 1 Live Oak, @ Wild Cherry and 5 Yaupon Holly. These plantins will not be installed until the fall of 2010.

TEM NO	QTY	DESCRIPTION	SIZE	UNIT	UNIT PRICE	TOTAL
001	19	Yucca spp	B & B	each	150.00	2,850.00
002	38	Nerium oleander, Pink Oleander	1 gallon	each	40.00	1,520.00
003	95	Myrica cerifera, Wax myrtle	3 gallon	each	50.00	4,750.00
008	1	Mobilization	n/a	LS	1,200.00	1,200.00
Subtotal						10,320.00
LUMP SUM						10,320.00

**PAYMENT DUE WITHIN 30 DAYS INVOICE FOR COMPLETED WORK.
 THIS QUOTATION SHALL REMAIN VALID FOR 60 DAYS.**

Submitted By: _____ / _____
 name & title / date



CORAL STREET LANDSCAPING PLAN
 HAWAIIAN ARCHITECTURE
 1115 KULUWAHANA DRIVE, SUITE 100
 HONOLULU, HI 96813
 PHONE: (808) 943-1111
 FAX: (808) 943-1112
 WWW.HAARCHITECTURE.COM

PROJECT NO.	1115 KULUWAHANA DRIVE, SUITE 100
DATE	11/20/2019
SCALE	1" = 20'
DRAWN BY	LSI
CHECKED BY	
DATE	

SHEET NUMBER	151
TOTAL SHEETS	

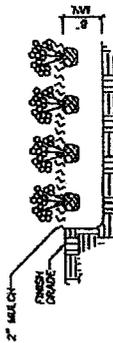
KEY (QTY)	PLANT NAME	SIZE	REMARKS
6	5'x4' WATTLE	5'-4" TALL	
9	YUCCA	0 & 8	
10	CLEOME	1 GALLON	PLANTED IN CLUSTERS WITH 1 WATTLE, 2 CLEOME AND 5 WATTLE
40	5'x4' WATTLE	2 GALLON	
200	CHARLOTTE JAMPER	1 GALLON	3" ON COVER
10	5'x4' WATTLE	5'-4" TALL	TO BE PLANTED BY CONTRACTOR AT 15' FROM CURB. FINAL PLACEMENT TO BE APPROVED BY COUNTY OF HAWAII. PLANTED

KEY (QTY)	PLANT NAME	SIZE	REMARKS
1000	MONOCOTYLOUS PLANTS		

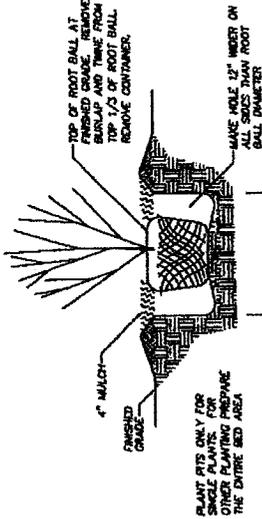
NOTE:
 ALL OTHER AREAS MUST BE MAINTAINED WITH GRASS
 NATURAL FOR SPECIFICATIONS FOR DESIGN CONTROL.

SEEDBED PREPARATION

1. CORRECT COMPACTED AREAS AND SPREAD TOPSOIL 3 INCHES DEEP OVER UNIFORM SURFACE CONDITIONS IF AVAILABLE.
2. RIP THE ENTIRE AREA TO 6" INCHES DEPTH.
3. REMOVE ALL LOOSE ROCKS, ROOTS AND OTHER OBSTRUCTIONS LEAVING SURFACE REASONABLY SMOOTH AND UNIFORM.
4. CONTINUE TILLAGE UNTIL WELL MULCHED, FIRM, REASONABLY UNIFORM SEEDBED IS PREPARED 3 TO 6 INCHES DEEP.
5. SEED ON A FRESHLY PREPARED SEEDBED AND COVER SEED LIGHTLY WITH SEEDING EQUIPMENT OR GULLPACK AFTER SEEDING.
6. MULCH IMMEDIATELY AFTER SEEDING AND ANCHOR MULCH.
7. INSPECT ALL SEEDBED AREAS AND MAKE NECESSARY REPAIRS OR RESEEDINGS WITHIN THE PLANTING SEASON. IF POSSIBLE, IF STANDS SHOULD BE OVER 50% DENSE.
8. CHECK FOR OBSTACLES OR IMPEDIMENTS ON MAINTENANCE TREATMENT AND FERTILIZER AFTER PERMANENT COVER IS ESTABLISHED.

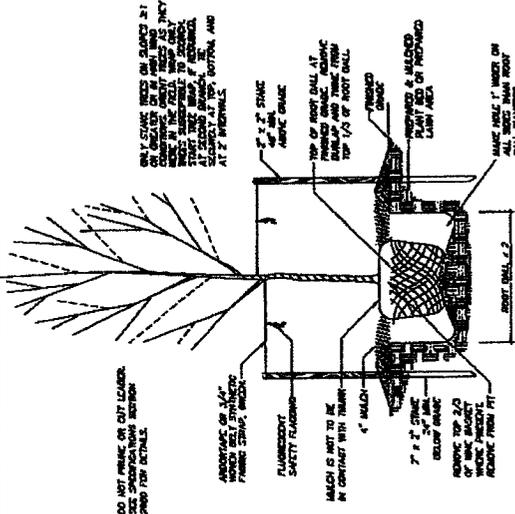


GROUND COVER PLANTING



TYPICAL SHRUB PLANTING

PLANT FITS ONLY FOR ABOVE DIMENSIONS. BEFORE PLANTING PREPARE THE ENTIRE BED AREA.



TREE PLANTING

SEEDING NO. 427 FOR WELL-DRAINED SANDY SOILS TO DRY SANDS. COASTAL PLAINS AND EASTERN EDGE OF PIEDMONT; LOW-TO MEDIUM-GRADE UPLAND.

SEEDING MIXTURE
SPRINGS
CENTROPOGON

RATE
10-20 LB./ACRE (SEED) OR
33 BU./ACRE (SPRINGS)

SEEDING DATES
MAY-JUNE

(SPRINGS CAN BE DONE THROUGH JULY WHERE WATER IS AVAILABLE FOR IRRIGATION.)

SOIL AMENDMENTS
APPLY LIME AND FERTILIZER ACCORDING TO SOIL TESTS. OR APPLY 500 LB./ACRE 10-10-10.

SPRIGGING
PLANT SPRINGS IN FURROWS WITH A TRACTOR-DRAWN TRANSPLANTER, OR BROADCAST BY HAND.
FURROWS SHOULD BE 4-6 INCHES DEEP AND 2 FT APART. PLACE SPRINGS ABOUT 2 FT APART IN THE ROW WITH ONE END AT OR ABOVE GROUND LEVEL. (FIGURE 6.116).
BROADCAST AT RATES SHOWN ABOVE, AND PRESS SPRINGS INTO THE TOP 1/2-2 INCHES OF SOIL WITH A DEK SET STRAIGHT SO THAT SPRINGS ARE NOT BROUGHT BACK TOWARD THE SURFACE.

MULCH
DO NOT MULCH.

MAINTENANCE
FERTILIZE VERY SPARINGLY-20 LB./ACRE NITROGEN IN SPRING WITH NO PHOSPHORUS. CENTROPOGON CANNOT TOLERATE HIGH PH OR EXCESS FERTILIZER.

REFER TO APPENDIX 8.02 FOR BOTANICAL NAMES.

NOTE:

SEED WITH CENTROPOGON OR PRIVATE PROPERTY. SEED WITHIN INDOT RIGHT-OF-WAY AND COUNTY RIGHT-OF-WAY.

DRAWING SCALE: SHOW BASED ON 25' X 31' DRAWING

WHOLESALE REVISIONS
PROJECT 1
PLANT LISTS AND PLANTING DETAILS

DATE	BY	REVISION

PROJECT NO. 12345
SHEET NO. 1 OF 1
DATE: 12/15/2023
SCALE: AS SHOWN

STATE Reference Number: **LSS**

CHANGE ORDER

RPC Contracting, Inc
PO Box 333
Kitty Hawk, NC 27949

Date: 8/23/10
Number: 3 Rev.

To: County of Currituck
C/O Moffatt & Nichol
1616 East Millbrook Road, Suite 160
Raleigh, NC 27609

Job Name: Whalehead Subdivision Drainage
Improvements Phase I
Job Number: 2009029

We hereby agree to make the changes specified below:

1. Remove existing Fencing @ Lift Stations, Install Concrete Walls, Bollards and Lighting Revisions			
Remove Existing Chain Link Fencing (by Owner)	1 LS @	\$ 0.00 =	\$ 0.00
Electrical & Lighting Revisions (EG Middleton)	1 LS @	\$ 14,781.00 =	\$ 14,781.00
Concrete Walls (Carolina Wall-Crete)	1 LS @	\$ 20,029.00 =	\$ 20,029.00
Bollards (Carolina Wall-Crete)	1 LS @	\$ 3,718.00 =	\$ 3,718.00
Remove & Replace Concrete @ Light Poles & Gates Areas	2 EA @	\$ 612.50 =	\$ 1,225.00
Supply & Place Wash Stone between Walls & Slab	1 LS @	\$ 779.00 =	\$ 779.00
Misc. Grading & Clean up	1 LS @	\$ 1,500.00 =	\$ 1,500.00
		Subtotal	\$ 42,032.00
		10% Markup on Subcontractor	\$ 3,481.00
		15% Markup on GC Work	\$ 526.00
		Total	\$ 46,039.00

This change was requested by the Homeowner's Association.

Note: This Change Order becomes part of and in conformance with the existing contract and impacts the substantial completion of the job by 30 days following delivery of materials to the jobsite.

WE HEREBY agree to make the changes specified above at this price



AUTHORIZED SIGNATURE (CONTRACTOR)

ACCEPTED: The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of Acceptance _____

Signature _____
County of Currituck

E. G. MIDDLETON, INC.

OFFICE: (757) 866-3351

FAX: (757) 853-7080

2510 CROMWELL ROAD

NORFOLK, VA. 23509



ELECTRICAL CONTRACTORS

July 1, 2010

RPC Contracting, Inc.
P.O. Box 333
Kitty Hawk, N. C. 27949

Attention: Jay Hawekotte
Reference: Whalehead Drainage Project

Gentlemen:

We are pleased to quote you a price for the electrical work associated with the two lift stations revised electrical work. We will supply and install the fiberglass pole for the SCADA antenna to be installed by others. Also included is the removal of the two concrete light poles. We have enclosed a cut sheet on the proposed light fixtures

LS14,781.00

Exception: RPC to saw cut existing concrete and repair the concrete pad after the existing poles are removed.

If you have any questions concerning this matter don't hesitate to give me a call.

We appreciated the opportunity of submitting this proposal and hope we may have the pleasure of serving you.

Yours very truly,
E. G. MIDDLETON, INC.

A handwritten signature in black ink, appearing to read "E. G. Middleton III".

E. G. Middleton III



Catalog Number	
Notes	Type

FEATURES & SPECIFICATIONS

PRODUCT OVERVIEW

Ideal for entrances, stairwells, corridors and other pedestrian areas.

CONSTRUCTION

Finish is dark bronze.

WC: Rugged, corrosion-resistant, die-cast aluminum back housing and hinged door frame. Four 1/2" conduit hubs.

W: Cast aluminum backplate with a polycarbonate cover. Designed for wall mounting and includes two 3/4" knockouts for routing electrical conduit.

ELECTRICAL SYSTEM

Medium-base lamp included.

WC: Quad-tap, high-reactance, high power factor ballast.

W: 120V, normal power factor ballast.

120V reactor, normal power factor for 50-150W HPS and 70-100W MH. Quad-tap, high-reactance, high power factor for 150M. Medium base socket. Quad-tap, super CWA for 250M and 400M. Mogul base socket.

LISTINGS

Listed and labeled to UL standards for wet locations.

Listed and labeled to CSA standards.

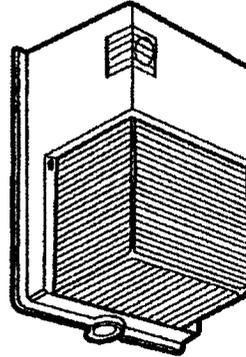
25°C maximum ambient temperature.

WARRANTY

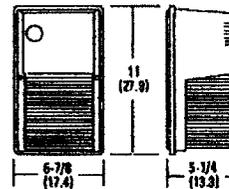
Fixtures are covered by Lithonia Lighting 12-month warranty against mechanical defects in manufacture.

Building Mounted

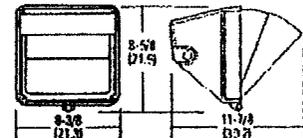
70W HPS, 100W MH



W



W



WC

ORDERING INFORMATION

Catalog Number	UPC	Description	Wattage	Lamp Source	Voltage	Finish	Photocell Included	Lamp Included	Approx. Weight (lbs)	Pallet Qty	Standard Carton Qty
W70SPL 120 M8	745973505571	Non-cutoff	70	HPS	120	Dark bronze	Y	Y	5	144	6
WC100ML M4	745974487302	Cutoff	100	MH	120/208/240/277	Dark bronze	N	Y	10	80	4



1609 N. Post Rd.
 Shelby, NC 28150
 Phone (704) 480-9877 Fax (704) 487-1239

Quotation

DATE August 9, 2010
 Quotation # 100
 Customer ID

Bill To:
 RPC Contracting
 PO Box 333
 Kitty Hawk, N.C. 27949

Quotation valid until: September 8, 2010
 Prepared by:

Comments or special instructions:
 2- EQUIPMENT ENCLOSERS
 WHALEHEAD

Description	Amount
8' WALLS WITH 8' GATE	\$14,700.00
FREIGHT	\$4,679.00
Add 2 Columns on the Coral Street Site	\$650.00
13 18" x 18" Bollards 42" tall with Caps Stained Same as Enclosers	\$3,718.00
50% DEPOSIT BEFORE PRODUCTION CAN BEGAIN BALANCE UPON COMPLETION	
	\$23,747.00

If you have any questions concerning this quotation, contact Jerry Blanton (704)480-9877
 e-mail: jerry@concretespecialtycontractors.com

Our Customer Guarantee:
 That we will warrant our work to meet or exceed the specifications on the (Work) Purchase Order
 Contact us immediately if you notice a problem with the work

If this quote is acceptable please sign and (mail or fax) back to us / or
 send us a signed purchase order for the quote acceptance

Signature: _____

THANK YOU FOR YOUR BUSINESS!

Determining Wind Loads:

Per American Society of Civil Engineers (CASE) guidelines, the following assumptions were made:

- Exposure Category: C
- ASCE Building Classification: II, (ASCE, Table 1-1)
- Gust Factor, $G=1.3$
- Structure is rigid and at grade.

Based on these assumptions, analytical procedure method #2 will be used to calculate basic wind speed. (ASCE Section 6.5)

Step 1 – Calculate velocity pressure (q_z)

F = uniform load (W) / Gust factor (G)

C_f = force coefficient = 2.00 (ASCE Figure 6-21)

A_f = projected area normal to the wind = 1.0 sf

$$q_z = F / (G * C_f * A_f)$$

Step 2 – Determine basic wind speed (V)

K_z = velocity pressure exposure coefficient = 0.85 (ASCE Table 6-3)

K_{zt} = topographic factor = 1.0 (ASCE Section 6.5.7.2)

K_d = wind directionality factor = 0.85 (ASCE Table 6-4)

I = importance factor = 1.0 (ASCE Table 6-1)

$$V = \text{SQRT}((q_z / (0.00256 K_z K_{zt} K_d I)))$$

Results

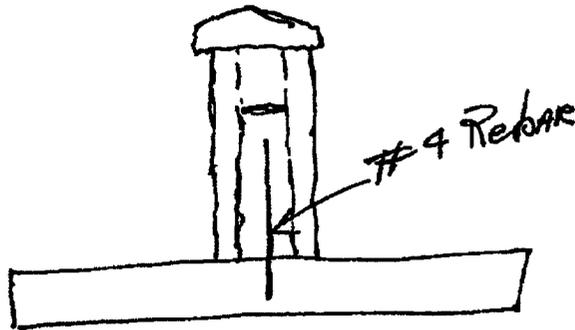
* The minimum performance level achieved during the testing process was on panel #3, which contained 6.0 lbs./cy of FORTA FERRO® fiber with no reinforcing steel and a stucco finish with a maximum wall thickness of 4". The resulting basic wind speed was 212 mph.

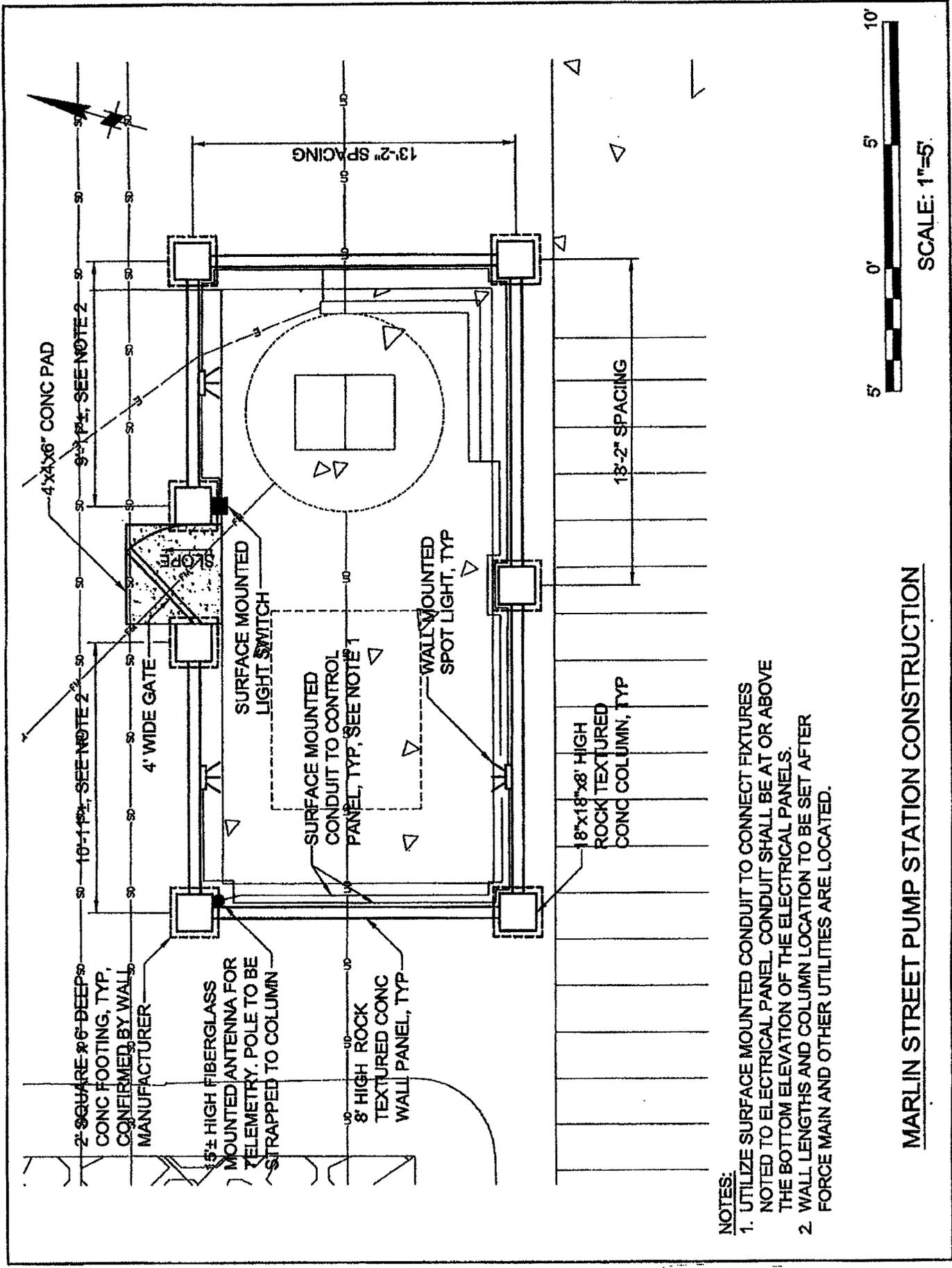
The first panel tested was on an installed section. The only steel reinforcement was the #4 bar around the perimeter of the wall panel – the columns and the footer contained no steel reinforcing. The wall panel was not cracked in this set-up because it was believed the entire system would tip over before a crack occurred.

It is clear from the performance testing that wall panels reinforced with FORTA FERRO® at sufficient dosage will exceed any building code requirements that exist in the United States, including those in hurricane-prone regions of the country.

Bollards

Dowel into concrete
Epoxy Dowel with Hyl50
Place Column And fill with concrete

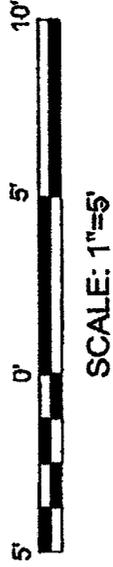
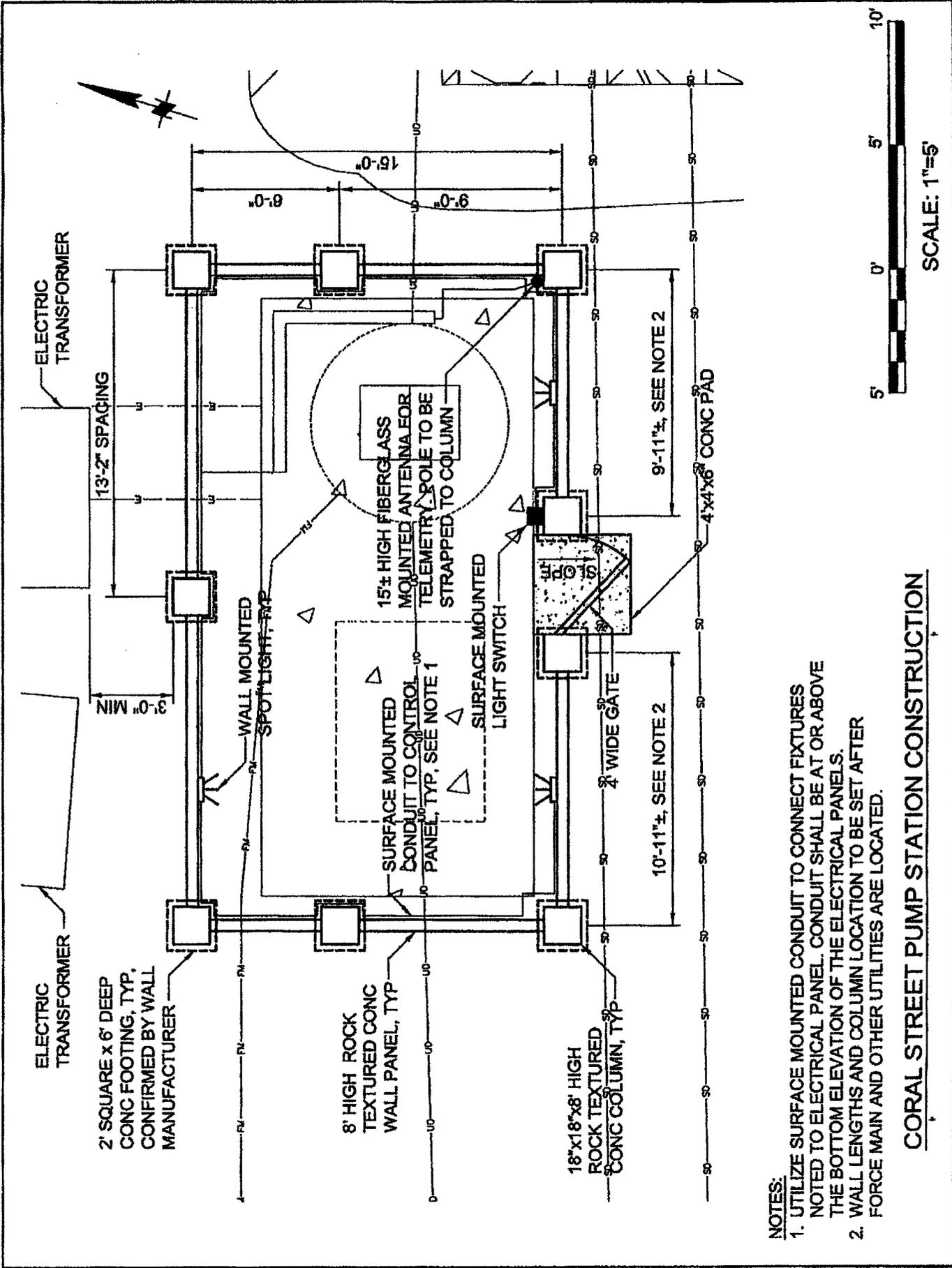




NOTES:

1. UTILIZE SURFACE MOUNTED CONDUIT TO CONNECT FIXTURES NOTED TO ELECTRICAL PANEL. CONDUIT SHALL BE AT OR ABOVE THE BOTTOM ELEVATION OF THE ELECTRICAL PANELS.
2. WALL LENGTHS AND COLUMN LOCATION TO BE SET AFTER FORCE MAIN AND OTHER UTILITIES ARE LOCATED.

MARLIN STREET PUMP STATION CONSTRUCTION



NOTES:

1. UTILIZE SURFACE MOUNTED CONDUIT TO CONNECT FIXTURES NOTED TO ELECTRICAL PANEL. CONDUIT SHALL BE AT OR ABOVE THE BOTTOM ELEVATION OF THE ELECTRICAL PANELS.
2. WALL LENGTHS AND COLUMN LOCATION TO BE SET AFTER FORCE MAIN AND OTHER UTILITIES ARE LOCATED.

CORAL STREET PUMP STATION CONSTRUCTION

**RESOLUTION
SURPLUS PROPERTY**

Whereas, The Board of Commissioners of Currituck County, North Carolina during it is regular meeting held on August 16, 2010 authorized the following property listed below, be declared surplus;

Firearm is a Glock 23, 40 calibur, serial number CVM715US to be given to Deputy Fred Smith upon his retirement.

ADOPTED on the 16th day of August 2010.

ATTEST

Gwen H. Keene, CMC
Clerk to the Board

S. Paul O'Neal
Chairman



MEMORANDUM

To: Board of Commissioners

From: Patrick Irwin
Currituck County Public Utilities Director

Ref: Resolution to Declare Surplus Items
from the Ocean Sands Water and Sewer
District

Date: September 7, 2010

Background

The automatic meter reading sending devices (ERT's) have been replaced by newer models in the Ocean Sands Water and Sewer District.

Analysis

MSC Waterworks the company that supplied the new sending devices will accept the old ones as a trade in once they are declared surplus.

Conclusion

Once the ERT's are declared surplus we will return them to MSC Waterworks for credit.

BUDGET AMENDMENT

The Currituck County Board of Commissioners as the Currituck County Tourism Development Authority, at a meeting on the 7th day of September, 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>
15447-590000	Capital Outlay	\$ 12,315	
15380-484001	Insurance Recovery		\$ 3,664
15390-499900	Appropriated Fund Balance		\$ 8,651
		<u>\$ 12,315</u>	<u>\$ 12,315</u>

Explanation: Tourism Related Expenditures (15447) - To carry-forward funds for the Community Entrance signs and to increase appropriations to replace the Corolla entrance sign that will be funded from an insurance claim.

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$12,315.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board