



**BOARD OF COMMISSIONERS
AGENDA**

JANUARY 3, 2011

Currituck County Board of Commissioners Agenda

Historic Currituck County Courthouse

Date: Monday, January 03, 2011

Time: 7:00 PM

Work Sessions

6:00 P.M. Sign Ordinance

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 **Public Hearing and Action:** PB 10-30 Eagle Creek Home Association: Request to amend the Unified Development Ordinance, Chapter 7, Section 7.2 to establish an electronic informational subdivision sign as a permissible sign in Currituck County and to set development standards for that type of sign.

Item 4 **Public Hearing and Action:** PB 10-29 Mark Minor: Request to amend the Unified Development Ordinance, Chapter 3, Section 3.5.4. and Chapter 17, Section 17.2 Definitions to modify the criteria in which a bed and breakfast inn is established.

Item 5 **Consideration of** Identity Theft Prevention Ordinance

Item 6 **Consideration of Fixed Base Operator at Airport**

Item 7 **Appointment to Workforce Development Board**

Item 8 **Appointment of two At Large and District 4 Appointments to Airport Board**

Item 9 **Appointment of Commissioner to the following Boards:**

Commissioner Gilbert

Recreation Board

Airport Board

Commissioner Rorer

Work Force Development Committee

EIC Board

Albemarle Commission

Commissioner Etheridge

Albemarle Regional Health

Extension Advisory Board

Albemarle Mental Health

Commissioner Martin

COA Board

Senior Citizens Board

Juvenile Crime Prevention Committee

Commissioner Petrey

Social Service Board

Whalehead Board

Whalehead Drainage Board

Commissioner O'Neal

Economic Development Board

Tourism Board

Chairman Aydlett

Fire & EMS Board

Albemarle Solid Waste

- Item 10 **Consent Agenda:**
1. Approval of December 6, 2010, Minutes
 2. Request to hire Jon Dennis at Detention Center
 3. Resolution to declare surplus property, public works
 4. Approval of 2010 Order of Tax Collections
 5. Budget Amendments
 6. Approval of Resolution RC&D
 7. Approval of Grant for Rural Center
 8. Change orders 1 & 2, Baker Construction - Judicial Roof

Item 11 Commissioner's Report

Item 12 County Manager's Report

Adjourn

Special Meeting

Tourism Development Authority

- Item 1 Consideration of "Buy Local" Campaign
- Item 2 Request for additional Marketing funds from Occupancy Tax
- Item 3 TDA Budget Amendments

Adjourn



Currituck County

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

MEMORANDUM

To: Board of Commissioners
From: Planning Staff
Date: December 20, 2010
Re: PB 10-30 Eagle Creek Home Association (Signage)

The enclosed text amendment requested by Eagle Creek Home Owners' Association is intended to establish an electronic informational subdivision sign as a permissible sign in Currituck County and to set development standards for that type of sign. Currently, only subdivision entrance and directory signs are allowed in the Unified Development Ordinance (UDO) provided there is not more than 2 such signs with a maximum area of 60 square feet and a maximum height of 15 feet.

Eagle Creek's request is to establish a sign that would advertise events happening inside the subdivision. These signs will only advertise events organized by the Home Owners' Association including monthly board meetings, cookouts, etc. Commercial advertising will be prohibited.

The standards proposed for the sign include only allowing them for subdivisions with 300 or more lots, limiting the size and the percentage of the sign that can be LED/digital, and requiring that the material used and overall design be similar to existing subdivision signs on the property.

Staff has concerns about this request. First, if the intent of these signs is to be viewable by only the residents of the subdivision, then visibility from the general public should be limited. Informational subdivision signs should not be visible from Highway 158/168. A more adequate location for these signs would be at the subdivision's clubhouse. This request does not propose locational requirements that address these aesthetic concerns. The Land Use Plan states:

POLICY CA1: The important economic, tourism, and community image benefits of attractive, functional MAJOR HIGHWAY CORRIDORS through Currituck County shall be recognized. Such highway corridors, beginning with US 158 and NC 168, shall receive priority attention for

improved appearance and development standards, including driveway access, landscaping, buffering, signage, lighting and tree preservation.

Lastly, staff feels a LED sign would not be in harmony with the surrounding residential character of a subdivision. The purpose of informational subdivisions signs could be achieved through smaller non-internally illuminated signs already allowed by UDO.

Due to the above concerns, staff recommends denial of the proposed text amendment.

The Planning Board recommended unanimous approval at their December 14, 2010 meeting.

Should you have any questions, please contact Brad Schuler, Planner I, of the Planning Department by phone at 252-232-6033 or by email at brad.schuler@CurrituckCountyNC.gov.

PLANNING BOARD DISCUSSION (12-14-10)

Mr. Kovacs asked if the sign would be two sided.

Mr. Woody stated yes.

Mr. Midgette asked how many subdivisions in the county are 300 lots or more.

Mr. Woody stated less than five on the Mainland.

Mr. Kovacs stated Greg Gould, who is a resident in Eagle Creek, has sent emails that he is opposed to the request.

Ms. Wilson asked if there was anything in the Unified Development Ordinance which would prohibit this sign at the clubhouse.

Mr. Woody stated yes because they have a golf course in the subdivision which is a commercial type use.

Mr. Bowman stated the sign would be one-fourth of a mile from Hwy. 168. The sign would advertise events happening inside the subdivision including monthly meetings, cookouts, etc. Mr. Bowman stated the Association agrees to no advertising on the sign.

Mr. West asked how the Association advertises events now.

Mr. Bowman stated they have a website but it is not up-to-date.

Mr. West asked if you are advertising monthly meetings and community events what would be on the sign during the rest of the year.

Mr. Bowman stated it would be those events and if they didn't have anything it would just show the date, time and weather. The sign would have amber lighting which would be more subdued.

Mr. Bell asked if some type of lease could be worked out with the golf course.

Mr. Bowman stated they have tried.

Mr. Kovacs asked if this request has been approved by the Association Board as well as the homeowners.

Mr. Bowman stated the board has been advertising this request for nine months through the monthly meetings and quarterly newsletters which they have only had one this year.

Ms. Wilson stated she is concern that this request would be countywide.

Mr. Clark stated the county is actively trying to limit the number of signs in the county.

ACTION

Mr. Kovacs moved to deny PB 10-30 due to its inconsistency with the 2006 Land Use Plan and that the request is not reasonable and not in the public interest and does not promotes orderly growth and development. Mr. Clark seconded the motioned. Motion carried unanimously.

**PB 10-30 Eagle Creek Home Association
UDO AMENDMENT REQUEST**

An amendment to Chapter 7: Signs to allow Informational Subdivision Signs as a permissible sign in Currituck County.

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

Item 1: That Chapter 7: Zoning Districts, Permitted Uses Table is amended adding the following underlined language, and renumbering accordingly.

Section 7.2 Signs Excluded from Regulation

- N. Subdivision entrance, subdivision directory, and multi-family development entrance signs. At the entrance to a subdivision or multi-family development, there may be not more than 2 such signs (not on the same lot) with a maximum area of 60 square feet and a maximum height of 15 feet. In cases where such signs are mounted on decorative walls, the wall area shall not be utilized to calculate the sign surface area.

- O. Subdivisions with 300 or more lots may have an informational subdivision sign provided it meets the following criteria:
 - 1. Shall only advertise events happening in and organized by the subdivision. Off-premise and commercial advertisement is prohibited.

 - 2. Shall be a maximum of 50 square feet in area. No more than 50 percent of the area of the sign can be a message board, reader board, or electronically controlled message sign.

 - 3. Shall use similar materials and have a similar design to existing subdivision signs.

Board of Commissioners' Chairman
Attest:

Gwen H. Keene
Clerk to the Board

DATE ADOPTED: _____
MOTION TO ADOPT BY COMMISSIONER: _____

SECONDED BY COMMISSIONER: _____
VOTE: ____AYES ____NAYS _____

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



Currituck County

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

MEMORANDUM

To: Board of Commissioners
From: Planning Staff
Date: December 20, 2010
Re: Mark Minor Bed and Breakfast Text Amendment

The enclosed text amendment requested by Mark Minor is intended to allow bed and breakfast establishments in single family dwellings built since November 5, 1984. The date restriction was originally placed in the ordinance by reference as the approval date of a text amendment that allowed bed and breakfast establishments.

Typically, bed and breakfast establishments are converted single family dwellings that have historical features or significance. However, many communities also allow bed and breakfast establishments in single family dwellings that do not have historical features or significance. Staff notes that a bed and breakfast establishment located in a single family dwelling that contains more than five guest rooms for rent is not considered a single family dwelling for purposes of complying with the NC Residential Code.

The Planning Board recommended unanimous approval at their December 14, 2010 meeting.

It appears this request is consistent with the Land Use Plan and staff supports the text amendment as submitted.

PLANNING BOARD DISCUSSION (12-14-10)

Mr. Minor stated he has been experiencing and enjoying Currituck County for 10 years. The bed and breakfast inn will help the taxpayers in the county.

Mr. Kovacs asked how many bedrooms will be at the bed and breakfast inn.

Mr. Minor stated three.

ACTION

Mr. West moved to approve PB 10-29 due to its consistency with the 2006 Land Use Plan and that the request is reasonable and in the public interest and promotes orderly growth and development. Mr. Kovacs seconded the motion. Motion carried unanimously.

**Mark Minor
PB 10-29
UDO AMENDMENT REQUEST**

An amendment to the Unified Development Ordinance Chapter 3, Section 3.5.4. and Chapter 17, Section 17.2 Definitions to modify the criteria in which a bed and breakfast inn is established.

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

Item 1: That Section 3.5.4 is amended by deleting the following strikethrough language:

- A. A bed and breakfast inn shall take place within a building that, ~~before November 5, 1984~~, was designed and used as a single-family detached dwelling and consist of a single dwelling unit together with the rental of one or more dwelling rooms on a daily or weekly basis to tourists, vacationers, or similar transients, where the provision of meals, if provided at all, is limited to the breakfast meal.

Item 2: That Section 17.2 is amended by deleting the following strikethrough language:

Bed and Breakfast

A use:

- a. that takes place within a building that, ~~before November 5, 1984~~, was designed and used as a single-family detached dwelling,
- b. that consists of a single dwelling unit together with the rental of one or more dwelling rooms on a daily or weekly basis to tourists, vacationers, or similar transients,
- c. where the provision of meals, if provided at all, is limited to the breakfast meal; and,
- d. where the bed and breakfast operation is conducted primarily by persons who reside within the dwelling unit, with the assistance of not more than the equivalent of one full-time employee.

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

Item 4: This ordinance amendment shall be in effect from and after the _____ day of _____, 201__.

Board of Commissioners' Chairman
Attest:

Gwen H. Keene
Clerk to the Board

DATE ADOPTED: _____
MOTION TO ADOPT BY COMMISSIONER: _____
SECONDED BY COMMISSIONER: _____
VOTE: ____AYES ____NAYS _____

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



COUNTY OF CURRITUCK

BOARD OF COMMISSIONERS
O. Vance Aydlett, Jr., Chairman
John D. Rorer, Vice-Chairman
J. Owen Etheridge
Marion Gilbert
Paul R. Martin
S. Paul O'Neal
H. M. "Butch" Petrey

153 Courthouse Road / Post Office Box 39
Telephone (252) 232-0300 / Fax (252) 232-3551
State Courier # 10-69-17

DANIEL F. SCANLON, II
County Manager
DONALD I. MCREE, JR.
County Attorney
GWEN H. KEENE, CMC
Clerk to the Board

MEMORANDUM

TO: Board of Commissioners

FROM: Ike McRee, County Attorney

DATE: December 28, 2010

RE: Proposed Ordinance Establishing Identity Theft Prevention Program

The Federal Trade Commission has recently announced that effective January 1, 2011 its rules requiring creditors to implement identity theft prevention programs must be implemented by covered entities. These rules, also known as "Red Flag Rules" require covered entities meeting the definition of creditor to implement a program to detect, prevent and mitigate identity theft activities in accounts covered by the Federal Trade Commission regulations.

Currituck County is deemed a "creditor" under the regulations because particularly with regard to provision of utility services the county provides a service that is paid for after the service is delivered. In addition, in some instances the county maintains deposits which under the regulations also means the county is a "creditor" required to implement an identity theft prevention program. The attached ordinance sets out how the county will create accounts for customers, matters that raise a "red flag" to possible identity theft activity, and step that will be taken by the county should "red flag" activity be discovered.

1 **AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS**
2 **AMENDING CHAPTER 2 OF THE CURRITUCK COUNTY CODE OF ORDINANCES**
3 **TO ESTABLISH IDENTITY THEFT PREVENTION PROGRAM AS REQUIRED BY**
4 **THE FEDERAL TRADE COMMISSION**

5
6 WHEREAS, pursuant to rules adopted by the Federal Trade Commission, referred to as
7 “Red Flag” rules, creditors are required to implement identity theft prevention programs to
8 detect, prevent and mitigate identity theft activity in covered accounts; and

9 WHEREAS, the County of Currituck maintains accounts as defined by the Federal Trade
10 Commission rules that include deposit accounts or the extension of credit for services involving
11 deferred payment such as utility payments that are paid after delivery of service and is therefore
12 subject to the Federal Trade Commission rule requiring the adoption and implementation of an
13 identity theft protection program.

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

16 PART I. The Code of Ordinances, Currituck County, North Carolina is amended by adding new
17 sections and division to Chapter 2, Article I to read as follows:

18 DIVISION 2. IDENTITY THEFT PREVENTION PROGRAM

19 **Sec. 2-4 Title.**

20 This ordinance may be known and may be cited as the “Currituck County Identity Theft
21 Prevention Ordinance.

22 **Sec. 2-5 Purpose and authority.**

23 The purpose of this ordinance is to provide an identity theft prevention program that complies
24 with Federal Trade Commission regulations set forth in 16 CFR 168.2 and is enacted pursuant to
25 authority conferred by Federal Trade Commission regulation 16 CFR 168.2, and for the purpose
26 of complying with federal regulations requirement that a creditor establish an identity theft
27 prevention program which will use red flags to detect, prevent and mitigate identity theft related
28 information used in covered accounts.

29 **Sec. 2-6 Definitions.**

30 For purposes of this ordinance the following definitions shall apply unless the context clearly
31 indicates or requires a different meaning.

32 Account means continuing relationship established by a person with a financial institution or
33 creditor to obtain a product or service for personal, family, household or business purposes.

34 Account includes:

1 (1) An extension of credit, such as the purchase of property or services involving a
2 deferred payment; and

3 (2) A deposit account.

4 Covered account means:

5 (1) An account that a financial institution or creditor offers or maintains, primarily for
6 personal, family, or household purposes, that involves or is designed to permit multiple
7 payments or transactions, such as a credit card account, mortgage loan, automobile loan, margin
8 account, cell phone account, utility account, checking account, or savings account; and

9 (2) Any other account that the financial institution or creditor offers or maintains for
10 which there is a reasonably foreseeable risk to customers or to the safety and soundness of the
11 financial institution or creditor from identity theft, including financial, operational, compliance,
12 reputation, or litigation risks.

13 County means the County of Currituck

14 Credit means the right granted by a creditor to a debtor to defer payment debt or to incur
15 debts and defer its payment or to purchase property or services and payment therefore.

16 Creditor means any person who regularly extends, renews, or continues credit; any person
17 who regularly arranges for the extension, renewal, or continuation of credit; or any assignee of
18 an original creditor who participates in the decision to extend, renew, or continue credit and
19 includes utility companies and telecommunications companies.

20 Customer means a person that has a covered account with a financial institution or creditor.

21 Identity theft means a fraud committed or attempted using identifying information of another
22 person without authority.

23 Person means a natural person, a corporation, government or governmental subdivision or
24 agency, trust, estate, partnership, cooperative, or association.

25 Personal identifying information means a person's credit card account information, debit card
26 information, bank account information and drivers license information and for a natural person
27 includes their social security number, mother's birth name, and date of birth.

28 Red flag means a pattern, practice, or specific activity that indicates the possible existence of
29 identity theft.

30 Service provider means a person that provides a service directly to the county.

31

1 **Sec. 2-7 Identity theft prevention program.**

2 The Federal Trade Commission (FTC) requires creditors to implement an identity theft
3 program. The FTC requirement and regulation is necessary in order to comply with Part 681 of
4 Title 16 of the Code of Federal Regulations implementing Sections 114 and 315 of the Fair and
5 Accurate Credit Transactions Act (FACTA) of 2003.

6 **Sec. 2-8 Establishing a covered account.**

7 (a) To open an account a customer shall provide a valid government issued identification
8 card with a valid photo ID.

9 (b) The customer will be issued a random account number to be associated with the
10 covered account information.

11 **Sec. 2-9 Access to covered account information.**

12 (a) Access to customer accounts shall be password protected and shall be limited to
13 authorized county personnel.

14 (b) Password(s) shall be changed on a regular basis, and in accordance with the county's
15 Information Technical Services password security policy.

16 (c) Any unauthorized access to or other breach of customer accounts is to be reported to the
17 relevant department head, Information Technical Services Department and Finance Department.

18 (d) Any requests for customer account information, other than from a properly identified
19 customer, shall be reported to the relevant department head, Information Technical Services
20 Department and Finance Department.

21 **Sec. 2-10 Credit card payments.**

22 (a) A vendor that processes credit card payments over the Internet shall certify that it has an
23 identity theft program prevention program which meets the requirements of the Federal Trade
24 and Regulation requirements under 16 CFR 168.2.

25 (b) Credit card payments made by telephone shall be entered immediately into the
26 computer database for customer account information.

27 (c) Account statements, receipts and invoices for covered accounts shall include four digits
28 of the credit card or debit card or the bank account used for payment of the covered account.

29

30

1 **Sec. 2-11 Identifying red flags.**

2 All employees responsible for or involved in the process of opening a covered account,
3 restoring a covered account or accepting payment for a covered account shall check for red flags
4 as indicators of possible identity theft and such red flags may include:

5 (a) Consumer reporting agencies, fraud detection agencies or service providers. For
6 example:

7 (1) Notice of credit freeze;

8 (2) Notice of address discrepancy;

9 (3) Pattern of activity in a consumer report that is inconsistent with the history and usual
10 pattern of activity of an applicant or customer, such as:

11 (a) Increase in number of inquiries;

12 (b) Increase in recent credit relationships;

13 (c) Closed account due to abuse of account privileges.

14 (b) Suspicious documents.

15 (1) Documents that appeared altered or forged;

16 (2) Identification that appears altered or information is inconsistent with information
17 provided by customer;

18 (3) Applications that appear altered or forged.

19 (c) Suspicious personal identification, such as suspicious address change.

20 (1) Personal identification information inconsistent with information reported from a
21 financial institution;

22 (2) Personal identification has been previously identified and flagged as fraudulent;

23 (3) Fictitious mailing address, phone numbers, etc.;

24 (4) Social security number does not match that of the customer or applicant.

25 (d) Unusual use of or suspicious activity relating to a covered account.

26 (1) An inactive account is used after a prolonged inactive period;

1 (2) Noticeable change in pattern of account activity;

2 (3) Customer notifies the Finance Director or her designee of unauthorized charges or
3 transactions in connection with a customer's account.

4 (e) Notice from customers, law enforcement, victims or other reliable sources regarding
5 possible identity theft relating to covered accounts.

6 **Sec. 2-12. Prevention and mitigation of identity theft.**

7 If a county employee suspects or confirms that a security breach has occurred, the employee
8 shall:

9 (a) Contact Information Technical Services Department, Finance Department and the
10 County Attorney's Office. Information Technical Services Department and the County
11 Attorney's Office will assist the employee with notifying the customer and law enforcement
12 agency.

13 (b) Upon confirming an unauthorized use or access, Information Technical Services
14 Department shall change any account numbers, passwords, security codes, or other security
15 devices that permit access to the account; or close the account.

16 (c) The county department with the assistance of the Information Technical Services
17 Department, shall determine date of the breach and collect charges for the account that are
18 attributable to the customer.

19 (d) Any other appropriate action to prevent or mitigate identity theft.

20 **Sec. 2-13 Updating the program.**

21 There shall be an annual review of this division, or as more often as required by either the
22 Finance Director or the County Attorney to update the identity theft program when the passage
23 of new laws, statutes or discovered risks that may affect the county's compliance with the
24 Federal Trade Regulation requirements.

25 **Sec. 2-14 Program administration.**

26 (a) The county identity theft prevention program shall be administered by the Finance
27 Director who is responsible for the oversight, implementation and administration of the identity
28 theft program. The County Attorney's office is responsible for reviewing reports prepared by the
29 Finance Director for the purpose of monitoring compliance and recommending material changes
30 to the program. The Board of County Commissioners shall approve any changes.

31 (b) The Finance Director will report at least annually on compliance with the Federal Trade
32 Commission regulations to the Board of County Commissioners, or its designee. The report shall

1 address the effectiveness of current policies and procedures, service provider arrangements and
2 recommendations for material changes to the program.

3 (c) The Finance Director is responsible for training employees responsible for or involved
4 in opening a new covered account, restoring existing accounts or accepting payment for a
5 covered account.

6 **Sec. 2-15 Vendor and service providers.**

7 In the event that the county engages a service provider to perform an activity in connection
8 with one or more covered accounts the Finance Director shall exercise the Finance Director’s
9 discretion in reviewing such arrangements in order to ensure, to the best of the Finance
10 Director’s ability, that the service provider's activities are conducted in accordance with policies
11 and procedures, agreed upon by contract, that are designed to detect any red flags that may arise
12 in the performance of the service provider's activities and take appropriate steps to prevent or
13 mitigate theft.

14 PART II. . The heading to Chapter 2, Article I of the Code of Ordinances, Currituck County,
15 North Carolina is amended as follows:

16 **ARTICLE I. ~~IN GENERAL~~**

17 **DIVISION 1. IN GENERAL**

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

20
21 PART III. This ordinance is effective upon its adoption.
22
23

24 ADOPTED this 3rd day of January, 2010.
25
26

27 _____
O. Vance Aydlett, Jr., Chairman

28 ATTEST:
29
30

31 _____
Gwen H. Keene
32 Clerk to the Board
33

34 APPROVED AS TO FORM:
35

36 _____
Donald I. McRee, Jr.
37 County Attorney
38

- 1 Date adopted: _____
- 2
- 3 Motion to adopt by Commissioner _____
- 4 Second by Commissioner _____
- 5 Vote: _____ AYES _____ NAYS

Savannah L. Koneval
1131 Shell Drive Apt. # 23
Spring Lake, NC 28390
A&P License 3289952
(910) 920-3714 / (910) 624-6155
Email: Planenut4ever@yahoo.com

Objective: Quality Control / Airframe & Powerplant Technician

Experience

2007-2009 Silver, Blue & Gold Aviation Services Currituck Airport, NC

- Self Employed, performing 100 hour inspections on local flight school's aircraft
- Routine and non-routine maintenance on general aircraft
- Assisted travelers with drop in maintenance.
- Cessna 150, 172, Mooney, Sport Cruiser and Skymaster

10/2005- 02/2008 Lear Siegler Services Elizabeth City, NC
Tubomeca / A&P mechanic

- Performed flight line pre and post flight inspections on HH65-C Helicopter
- Working for the coast guard as a flight line mechanic
- Removed, replaced, tested and trouble-shot aircraft systems on the hh65-C, going through engine and cockpit software upgrades.
- Performed "first fuel" test and calculations. Fuel cell removal and installation. Performed flight control rigging, pitch link adjustments, blade balancing, engine removal & installation.

08/2004-04/2005 Direct Support Services Simmons Army Airfield, Fayetteville, NC
Airframe & Powerplant CH-47D / OH-58D

- On the CH-47D "RESET" team I reinstalled most all airframe & Powerplant systems after going through the reset program.
- Installed transmissions, combining transmissions, rotor blades, hubs, drive shafts, flex packs, hydraulic & pneumatic components, apu, and cargo door.
- Road trip to Savannah Georgia, to learn their fuel tank removal and installation procedures, that shaved 3 weeks off the way we were doing it here at Simmons Army Airfield.
- On the OH-58D I installed Tail Boom, Tail rotors, windshields, control pedals, I became the transmission, stand pipe, build up person. I trained 3 people on this job.

07/1999-06/2004 TIMCO Aviation Maintenance. Greensboro, NC
A&P, Aircraft Maintenance Planning Supervisor

- Performed heavy maintenance checks on the following aircraft B747-200, B767-300, & 200, B737, B727, DC-8, DC-9, DC-10, MD-11, and A-300.
- As a Planning Supervisor, I helped plan the work to be done on the aircraft each shift. I assisted in designing and maintaining the flow charts, and job card hours. Prepared daily and weekly reports for the customers, project managers and the director of maintenance. Prepared time & material reports.

Education

1989-1990 Oklahoma City Community College Oklahoma City
Aviation Maintenance Applied Science Degree.

1988-1990 Metro Tech Aviation Career Center Oklahoma City
Airframe & Powerplant Technical Training / License

Interests: Horses, Animal Rights, General Aviation, Studying for my private pilots, future goals are in getting my Inspection Authorization, Private Pilot.



SAVANNAH L. KONEVAI

1131 Shell Drive Apt. 23

Spring lake, NC 28390

(910) 920-3714 / (910) 624-6155

Email : planenut4ever@yahoo.com

OBJECTIVE: Quality Inspector, Lead Aircraft Mechanic, Aircraft Mechanic

QUALIFICATIONS

I have worked for two major aircraft manufacturers in both the civilian and military sectors. I have served in such roles as; Aircraft maintenance planning supervisor and temp team lead, as well as being an aircraft mechanic. My goals are to share my dedication and enthusiasms with a company that will allow me to grow within its structures. I am highly motivated and have a great eye for details. I am able to work with little or no supervision.

EDUCATION

2001-2001	Dale Carnegie
1994-1995	Aviation Maintenance Management / Operations
1990-1993	McDonnell Douglas Technical Training
1990-1991	Aircraft Powerplant / Federal Exams In-depth
1990-1990	Management / Supervisory Training
1988-1990	Metro Tech Aviation Career Center

EMPLOYMENT

1999-1995	TIMCO, Aviation Services; A&P, Aircraft maintenance planning supervisor Temp team lead. I work various flight control, engines and hydraulic systems. I do light sheet metal, avionics and interior. As a supervisor, I planned work to be done on the aircraft by shift; via flow charts I was instrumental in developing. I prepared time & material, weekly and delivery reports for customers, project managers and the director of maintenance. I filled in as a temp team leader on the weekend supervising anywhere from 3- 15 people on aircraft deliveries. Experiences on: B767-300, 200. B727, B737. MD-11, DC-10-30, DC-9, DC-8-60.
1997-1999	BOEING Military Aircraft Manufacture Division; performed final assembly on aircraft flight controls, systems and components. I also performed final quality inspections prior to aircraft delivery to on sight US Navy and Marine Rep's. Duties were performed on AV-8B, remanufactured aircraft and T-45 trainer.
1995-1997	TIMCO, (Triad International Maintenance Corporation), performed interior 2000 upgrades, Structural modifications, engines, flight controls and systems changes operations and troubleshooting. Performed final quality /delivery inspections for the on sight Northwest Rep's, Duties performed on: B727, DC-8-60, DC-9, DC-10-30, MD-11.
1994-1995	DANA CHASSIS CORPORATION, Facility maintenance, duties included implementing and performing preventative maintenance on such machines as: plant compressors, Water treatment facilities, mold injectors, multi-spindle drill presses, and served as an on sight emergency response and hazardous waste operations person.

[Type text]

SILVER, BLUE & GOLD
MAINTENANCE SERVICES; LLC

TO: Eileen Wirth
PHONE: 252-232-0300 EXT 4037
FAX: 252-232-3551

FROM: Savannah L. Koneval
PHONE: 252-482-0590 / 252-232-5205
OTHER: 910-624-6155
FAX: 252-482-0588
EMAIL: planenut4ever@yahoo.com

REFERENCE: Currituck Airport Hanger Lease

MESSAGE:

Ms. Wirth;

Following includes insurance coverage on the business, also the local permits from Edenton (my understanding is we do not need permits for Currituck) and the LLC issued by the state of North Carolina. If there is **anything else** you can think of to make this move happen by January 1 2011. I would be grateful if you would contact me.

Thank you
Savannah Koneval

NUMBER OF PAGES: 11

Town Of Edenton
PO BOX 300
EDENTON, NC 27932

000718
SILVER, BLUE & GOLD MAIN.S LLC
1131 SHELL DR #23
SPRING LAKE NC 28390

ISSUED TO: SILVER, BLUE & GOLD MAIN.S LLC

LOCATION: 1131 SHELL DR #23

LICENSE FEE: 30.00

TYPE OF BUSINESS: REPAIR SHOP

PENALTY: .00

DATE ISSUED: 07/27/2010

TOTAL PAID: 30.00

0037 REPAIR SHOP 30.00

Town Of Edenton

RESIDENT BUSINESS MUST POST IN A CONSPICUOUS PLACE
NON-RESIDENT BUSINESS MUST KEEP IN POSSESSION

THIS LICENSE EXPIRES:

06/30/2011

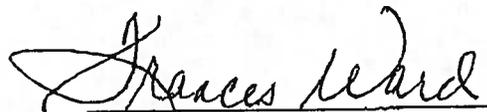
LICENSE NUMBER

720

DATE ISSUED

07/27/2010

000718
SILVER, BLUE & GOLD MAIN.S LLC
1131 SHELL DR #23
SPRING LAKE NC 28390


TOWN CLERK 7/27/2010
DATE

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

City of Edenton
Attn: Harry Davis
113 Airport Road
Edenton, NC 27932

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

Silver Blue & Gold Maintenance Services, LLC
Attn: Raymond Koneval
113 Airport Drive
Edenton, NC 27932

POLICY NUMBER: JAF5000398
POLICY PERIOD: From September 18, 2010 To September 18, 2011
INSURANCE COMPANY: State National Insurance Company, Inc.

DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY: Please refer to attached schedule which is incorporated as a part hereof.

As respects the above certificate holder:

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization, but only with respect to liability arising out of the Named Insured's aviation operations.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of September 18, 2010.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policies.

Should the described policy be cancelled before the expiration date hereof, the issuing company will endeavor to give 30 days (10 days for non-payment) notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the Company, its representatives or agents.

By: W. Scott Brown
W. Brown & Associates Insurance Services

Date of issue: August 25, 2010
Certificate No.: 1

SCHEDULE OF LOCATIONS

Location of Aviation premises owned, rented to or occupied by the Named Insured:

Northeastern Regional, Edenton, NC

Type of Coverage:

LIMITS OF LIABILITY

General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers')	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Products-Completed Operations Occurrence Limit	\$1,000,000
Bodily Injury	\$100,000
Personal Injury & Advertising Injury Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (Any One Fire)	\$50,000
Medical Expense Limit (Any One Person)	\$1,000
Each Occurrence	\$5,000
Hangarkeepers' Each Loss Limit	\$150,000
Hangarkeepers' Each Aircraft Limit	\$50,000
Hangarkeepers' Deductible Each Occurrence	See Below
Hangarkeepers' Deductible(s): \$5,000 per aircraft	
Property Damage Deductible(s): \$5,000 per claim	



NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF ORGANIZATION

OF

SILVER, BLUE & GOLD MAINTENANCE SERVICES, LLC

the original of which was filed in this office on the 1st day of June, 2010.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 1st day of June, 2010.

Elaine F. Marshall

Secretary of State



Certification# C201014100220-1 Reference# C201014100220-1 Page: 1 of 3
Verify this certificate online at www.secretary.state.nc.us/verification

**STATE OF NORTH CAROLINA
DEPARTMENT OF THE SECRETARY OF STATE**

ARTICLES OF ORGANIZATION

Pursuant to N.C.G.S. § 57C-2-20, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

ARTICLE I - NAME

The name of the limited liability company is: **SILVER, BLUE & GOLD MAINTENANCE SERVICES, LLC.**

ARTICLE II -- PURPOSE, DURATION AND POWERS

The purpose of the limited liability company is to engage in any lawful business. The limited liability company shall have perpetual existence and succession in its own name. The limited liability company has the same powers as an individual to do all things necessary or convenient to carry out its business and affairs, including, without limitation, the powers set forth in N.C.G.S. § 57C-2-02.

ARTICLE III - PRINCIPAL OFFICE

The limited liability company does not have a principal office.

ARTICLE IV - REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the limited liability company in the State of North Carolina is: 1995 Skibo Road, Suite 101, Fayetteville, Cumberland County, North Carolina 28314. The name of the initial registered agent of the limited liability company is: **FREDDIE LANE, JR.**

ARTICLE V - ORGANIZER

The name and address of the organizer of the limited liability company is: **Freddie Lane, Jr., Lane & Lane, PLLC, 1995 Skibo Road, Suite 101, Fayetteville, NC 28314.** The organizer is neither a member nor a manager of the limited liability company.

ARTICLE VI - GOVERNANCE

Except to the extent otherwise provided in a written operating agreement, management of the affairs of the limited liability company shall be vested in the managers. All managers shall be designated as such in, or in accordance with, a written operating agreement, as amended from time to time. Such designation of managers shall be evidenced in writing. For any period during which no such designation has been made or is in effect, all members shall be managers.

Subject to any provisions in a written operating agreement restricting, enlarging, or modifying the management rights and duties of any manager or managers, or management procedures, each manager shall have equal rights and authority to participate in the management of the limited liability company, and management decisions shall require the approval, consent, agreement, or ratification of a majority of the managers.

Every manager must account to the limited liability company, and hold as trustee for it, any profit or benefit derived without the informed consent of the members by the manager from any transaction connected with the formation, conduct, or liquidation of the limited liability company or from any personal use by the manager of the property of the limited liability company.

The limited liability company is a manager-managed LLC. Except as provided by N.C.G.S. § 57C-3-20(a), the members of this limited liability company shall not be managers by virtue of their status as members. Managers need not be members, and members need not be managers. The initial Board of Managers shall be appointed by the organizer.

Upon designation as manager and the person's consent to such designation, the designated person shall serve as manager until the earliest to occur of: (i) the person's resignation; (ii) any event described in N.C.G.S. § 57C-3-02 with respect to the manager; (iii) any event specified in the written operating agreement that results in a manager ceasing to be a manager; or (iv) in the case of a person designated as a manager in a written operating agreement, the amendment of the written operating agreement removing the person's designation as a manager.

ARTICLE VII - OPERATING AGREEMENT

All members of the limited liability company shall be bound by any operating agreement, including any amendment thereto, if: (i) the member has expressly assented thereto, or (ii) it was in effect at the time the member became a member and either was in writing or the terms of which were actually known to the member. With respect to any amendment to an operating agreement, the member shall be bound to its terms if the member was bound by the operating agreement as in effect immediately prior to such amendment and such amendment was adopted in accordance with the terms of such operating agreement. All agreements of the members constituting the operating agreement must be in writing. The term "operating agreement" shall not include any oral agreements of the members. Except to the extent otherwise provided in a written operating agreement, the limited liability company shall be deemed for all purposes to be a party to the operating agreement of its member or members.

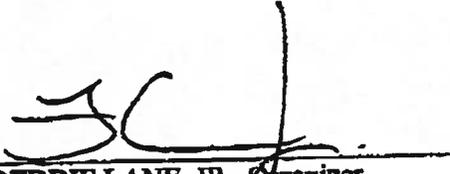
ARTICLE VIII - NO PERSONAL LIABILITY

Except as otherwise required by law, no member, manager, director, or executive of the limited liability company shall be liable for the obligations of the limited liability company solely by reason of being a member, manager, director, or executive and shall not become so by participating, in whatever capacity, in the management or control of the business. A member, manager, director, or executive may, however, become personally liable by reason of that person's own acts or conduct.

ARTICLE IX - EFFECTIVE DATE

These articles will become effective upon filing.

This is the 4th day of May, 2010.


FREDDIE LANE, JR., Organizer

SOSID: 1151530
Date Filed: 6/1/2010 9:48:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C201014100220

**STATE OF NORTH CAROLINA
DEPARTMENT OF THE SECRETARY OF STATE**

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Every manager must account to the limited liability company, and hold as trustee for it, any profit or benefit derived without the informed consent of the members by the manager from any transaction connected with the formation, conduct, or liquidation of the limited liability company or from any personal use by the manager of the property of the limited liability company.

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ARTICLE IX – EFFECTIVE DATE

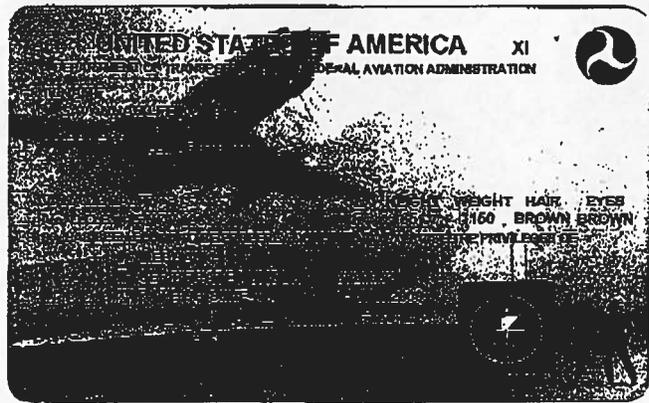
These articles will become effective upon filing.

This is the 4th day of May, 2010.


FREDDIE LANE, JR., Organizer

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION INSPECTION AUTHORIZATION		SIGNATURE OF AUTHORIZED MECHANIC <i>Savannah Lee Koneval</i>
This certifies that Savannah Lee Koneval		
holder of Mechanic Certificate No. 3289952		
has been authorized to exercise the privileges of Federal Aviation Regulation 65.95.		
This authority expires March 31, 2011 unless sooner revoked by the Administrator of the Federal Aviation Administration or extended by endorsement on the reverse of this card.		
DATE ISSUED 10/22/2010	SIGNATURE <i>Rex A. Smith</i> Rex A. Smith	

FAA FORM 8310-5 (8-80) SUPERSEDES PREVIOUS EDITION



You are required to file an annual report on or before April 15, 2011

*****ATTENTION*****

**Congratulations on the creation/qualification of your
Limited Liability Company!**

The North Carolina General Statutes require Limited Liability Companies (LLC) to file annual reports (N.C.G.S. §57C-2-23.) Effective January 1, 2001, all LLC annual reports are due each year on April 15th if the entity is created on or before that date. The filing fee for the annual report is \$200. You may file online at our website at www.sosnc.com and link to the Corporations Division web page.

If you have questions or need additional information, Please contact the Corporations Division at 919-807-2225 or corpinfo@sosnc.com.

STATE OF NORTH CAROLINA

CONCESSION LICENSE AGREEMENT

COUNTY OF CURRITUCK

THIS AGREEMENT, to be effective as of the _____ day of _____, _____, by and between the **COUNTY OF CURRITUCK, NORTH CAROLINA**, a body corporate and politic existing pursuant to the laws of the State of North Carolina, hereinafter “County”, and **SILVER BLUE AND GOLD MAINTENANCE SERVICES, LLC.**, a North Carolina corporation, hereinafter “Licensee”;

WITNESSETH:

WHEREAS, County is the owner of a certain tract of land together with the buildings and other improvements thereon known as the Currituck Regional Airport (“Airport”) and has full right and authority to enter into leases, agreements, or contracts providing for the use of the space, area improvements or equipment at the Airport for aeronautical purposes or purposes incidental thereto; and

WHEREAS, Licensee is a Limited Liability Company, organized and created under the laws of the State of North Carolina, operating a business of commercial aviation activities for aeronautical purposes or purposes incidental thereto and desires to carry on such business at the Airport;

NOW, THEREFORE, the parties do mutually undertake, promise and agree as follows:

ARTICLE I

PREMISES, PRIVILEGES, USES, RIGHTS, ACTIVITIES, EXCLUSIONS, AND CONDITIONS

For and in consideration of the terms, conditions and covenants of this Concession License Agreement to be performed by Licensor, all of which Licensee accepts, County hereby grants a license to Licensee, and Licensee accepts non-exclusive use of the the premises hereinafter set out for the purposes set forth herein.

A. **DESCRIPTION OF LICENSED PREMISES.** The premises (“Premises”) of which Licensee is granted non-exclusive use by this Concession License Agreement are described as follows: Being that property described on Exhibit A attached hereto, which is incorporated herein by reference, or such other areas to which Licensee may be relocated by County.

B. **DESCRIPTION OF GENERAL PRIVILEGES, USES AND RIGHTS.** County hereby provides to Licensee the following general privileges, uses and rights, all of which are and shall be subject to the terms, conditions and covenants hereinafter set forth and all of which shall be non-exclusive to Licensee.

- (1) The general use of all public airport facilities and improvements which are now or may hereafter be connected with said Airport, except as hereinafter provided, to be used by Licensee for aviation maintenance activities and operations, as herein defined.

For the purpose of this Concession License Agreement “public airport facilities” shall include all necessary landing area appurtenances including but not limited to approach areas, runways, taxiways, aprons, aircraft and automobile parking area, roadways, sidewalks, navigational and navigational aids, lighting facilities, terminal facilities or other public appurtenance to said Airport.

- (2) The right of ingress to and egress from the Premises over and across public roadways serving the Airport for Licensee, its agents and servants, patrons and invitees, suppliers of service and furnishers of material.

Said right shall be subject to such ordinances, rules and regulations as now or may hereafter have application at the Airport.

C. DESCRIPTION OF SPECIFIC PRIVILEGES, USES AND RIGHTS. In addition to the general privileges, uses and rights hereinbefore described and without limiting the generality thereof, County hereby grants to Licensee, the non-exclusive right to engage in maintenance activities, as defined in Paragraph D, subject to the conditions and covenants hereinafter set out.

D. DEFINITION OF MAINTENANCE ACTIVITIES. “Maintenance Activities” are hereby defined as those activities performed at or from the Airport, which involve the sale of aviation services for profit to the general public as set forth hereafter.

- Conducting routine maintenance of aircraft
- Conducting annual inspections as required by State and Federal agencies
- Conducting engine, fuselage, avionics or other major overhaul services
- As an accessory use to primary maintenance activities, providing for the retail sale of common aviation maintenance products such as oils, filters, fasteners, plugs, cleaning materials and other associated aviation-related products subject to frequent replacement and providing convenience to the tenants of Currituck Regional Airport

E. CONCESSIONS EXCLUDED. Licensee shall not engage in business operations or concessions of any other kind than those set forth in paragraph D above, unless approved in writing by County prior to the commencement thereof.

F. CONDITION OF GRANTING LEASE. The granting of this Concession License Agreement, its acceptance by Licensee, and the obligations of Licensee hereunder and the rights of Licensee are conditioned upon the following:

- (1) The rights to use the Airport facilities in common with others authorized so to do is, and shall be subject to and exercised only in accordance with the laws of the United States of America, the State of North Carolina, the County, and any other governmental entities with jurisdiction over the Airport; the rules and regulations promulgated by any of the foregoing with reference to aviation and air navigation; and all reasonable and applicable rules, regulations and ordinances of County, now in force or hereafter prescribed or promulgated.

ARTICLE II

OBLIGATIONS OF COUNTY

A. **AUTHORITY TO LICENSE.** County covenants that at the time of granting and delivery of this Concession License Agreement, it has full right and authority to grant a license for use of the Premises in accordance herewith.

County warrants to Licensee peaceful possession and quiet enjoyment of the Premises during the term hereof, upon Licensee's performance of its covenants herein.

B. **OPERATION AS PUBLIC AIRPORT.** County shall, during the term hereof, operate and maintain the Airport as a public airport consistent with and pursuant to Assurances given by County to the United States Government under the Airport and Airways Development Act (P.L. 91-258), as amended.

C. **REPAIR OF PREMISES.** County provides the Premises, and the same are accepted by Licensee in their "as is" condition. County retains responsibility for repairs which are or become necessary to keep the Premises in a safe and serviceable condition, except as hereinafter stated in this Article II.

D. **COUNTY DUTIES.** (1) County shall schedule, supervise, and bear the cost of, mowing grassed areas, snow removal from all public areas of the Airport. (2) County shall administer all hangar rentals and land leases for private hangar construction at the Airport. (3) County shall schedule, supervise, and bear the cost of maintaining all County owned hangars, radios, ASOS, NDB, RTR, runway lights, the windsock, the rotating beacon, and all other County owned buildings or Airport premises and equipment not otherwise leased to or owned by private entities. (4) County shall prepare and submit annual Airport TIP grant requests to the Aviation Division of the North Carolina Department of Transportation. (5) County shall reasonably maintain all public roads on the Airport which provide access to the Premises, in good and adequate condition, for use by cars and trucks; and shall provide access to the Premises over said roads at all times, except as County may modify access in accordance herewith or as County may deem it advisable to limit access in order to maintain the same. County reserves the right to relocate any and all existing roads and drives on the Airport provided, however, reasonable access to the Premises by reasonably adequate roadways are always maintained to the Airport.

ARTICLE III

OBLIGATIONS OF LICENSEE

A. **MAINTENANCE.** Licensee accepts the Premises in their existing ("as is") condition. Licensee shall, on a day to day basis, maintain the County's improvements and appurtenances under its use and control in a presentable condition, consistent with good business practice and equal in appearance and character to other similar improvements on the Airport. Licensee shall notify County, in a timely manner, of any conditions of the premises that require repair so as to allow County to meet its obligations appearing in Article II hereinabove.

B. AVIATION SERVICES BY LICENSEE. Licensee shall make aviation services available which meet the demands for such service at the Airport.

Licensee shall charge fair, reasonable and non-discriminatory prices for its goods and services sold, which prices shall be reasonably consistent with prices charged for comparable goods and services by fixed based operators located in the southeastern United States that are comparable to Licensee both in volume of sales and in goods and services offered. Licensee shall provide County from time to time, upon County's request, copies of County's list of charges.

C. UTILITIES. County shall assume and pay for all costs or charges for utility services furnished to Premises under the control of Licensee during the term hereof. County shall provide utility line availability at the boundary line of the Premises and shall provide a paved access road to the Premises.

D. TRASH, GARBAGE, ETC. Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse existing or caused as a result of the operation of its business. Licensee shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Premises is forbidden.

E. SIGNS. Licensee shall not maintain or erect upon the Premises any billboards or advertising signs which are visible from the exterior of the improvements on the Premises without first obtaining the written approval of the County.

F. FIELD USE CHARGES. Nothing herein shall be deemed to relieve Licensee and its tenants, sublicensees, patrons, invitees, and others from field use charges, as may be levied generally by County directly upon the operation of aircraft.

ARTICLE IV

TERM OF LICENSE

The term of this Lease shall be from the effective date as specified on Page 1 hereof through the 31st day of December, 2011.

ARTICLE V

FEES

A. FEES. The Licensee agrees to pay to County, during the initial term of this License Agreement, for the rights and privileges granted to it hereunder THREE THOUSAND EIGHT HUNDRED AND FORTY AND NO/100 DOLLARS (\$3,840.00) due and payable as outlined in Exhibit B, "SILVER BLUE AND GOLD MAINTENANCE SERVICES, LLC LEASE." The License Fee herein includes Licensee's annual rent for Hangar A-1-T, A-6-T and adjoining Office space 1, plus 2 tie-downs at the Airport under separate Hanger Lease Agreement the terms of which are incorporated herein by reference.

ARTICLE VI

INSURANCE, INDEMNIFICATION, AND SUBROGATION

A. INDEMNIFICATION. County shall stand indemnified by the Licensee as herein provided. Licensee is and shall be deemed to be an independent contractor and operator responsible to all parties for its acts and omissions; and County is and shall in no way be responsible therefor. In the use of the Airport, in the erection of any improvements and in the exercise or enjoyment of the privileges herein granted, Licensee shall indemnify and save harmless the County from any and all losses that may proximately result to the County because of any negligence on the part of the Licensee, and shall indemnify County against any and all mechanic's and materialmen's liens or any other types of liens sought to be imposed upon the Premises. Licensee has no right or authority to do anything which could result in a lien being filed.

Licensee shall promptly, upon the execution of this Concession License Agreement, provide insurance of the following type and amounts:

General Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to rented or licensed premises (Each Occurrence)	\$ 50,000
Medical Expense (Any one person)	\$ 1,000

Licensee shall maintain all such insurance with insurance underwriters authorized to do business in the State of North Carolina satisfactory to County.

All of the said policies or certificates shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to County thirty (30) days in advance of the effective date thereof.

In order to assure indemnification from liability created by acts of Licensee, the policies or certificates of liability insurance shall name, as additional insured, the County of Currituck and its employees.

B. WAIVER OF SUBROGATION. Neither County nor Licensee nor anyone claiming by, through, under, or in, their behalf shall have any claim, right of action or right of subrogation one against the other for or based upon any loss or damage caused by fire, explosion or other insured casualty (not limited to the foregoing) relating to the Premises or to any property upon, in, or about the Premises, whether such fire, explosion or other insured casualty shall arise from the negligence of County or Licensee, their respective agents, representatives or employees, or otherwise.

ARTICLE VII

TERMINATION, CANCELLATION, ASSIGNMENT, TRANSFER, AND SUSPENSION

A. TERMINATION. This Concession License Agreement shall expire at the end of the full term hereof, and Licensee shall have no further right or interest in any of the Premises subsequent thereto, except as provided in Article VIII.

B. CANCELLATION BY LICENSEE. This Concession License Agreement shall be subject to cancellation by Licensee upon the occurrence of one or more of the following events:

1. The permanent abandonment of the Airport as an air transportation facility.
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
3. Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
4. The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of sixty (60) days after receipt from Licensee of written notice by registered mail to remedy the same, unless such remedy requires in excess of said period to complete, in which event, the remedy must commence within sixty days and must reasonably continue thereafter.

Licensee may exercise such right of termination by written notice delivered by registered mail to County at any time after the lapse of the applicable periods of time, and this lease shall terminate as of that date. Rental due hereunder shall be payable through the date of said termination and the vacation of the Premises.

C. CANCELLATION BY COUNTY. This Concession License Agreement shall be subject to cancellation by County in the event that Licensee shall:

1. Fail to pay County the whole or any part of the amounts due hereunder for a period of ten (10) days after the date such payments become due; or
2. File a voluntary petition in bankruptcy; or
3. Make a general assignment for the benefit of creditors; or

4. Have a Receiver appointed for it by a court of competent jurisdiction; or
5. Abandon or vacate the Premises; or
6. Discontinue Commercial Aviation Activities as set forth in Article III, Paragraph B for a period of more than one hundred eighty (180) days (in the aggregate) in any period of twelve (12) consecutive months; or
7. Fail to perform any of the other covenants and/or conditions required herein (except rental payments) to be kept and performed by Licensee, and the lack of cure thereof for a period of thirty (30) days after receipt of written notice from County of said failure.
8. Sublease of hangar spaces for storage of aircraft that are not awaiting maintenance.

In any of aforesaid events, County may take immediate possession of the Premises and remove Licensee's effects, without being deemed guilty of trespass. Upon written notice of termination provided by County in accordance herewith or upon vacation by Licensee and re-entry by County, this Concession License Agreement shall terminate. Any fees due hereunder shall be payable to said date of termination or to said date of vacation of the Premises and re-entry by County, whichever event occurs later in time.

Failure of County to declare this Concession License Agreement terminated upon the breach by Licensee for any of the reasons set out shall not operate as a waiver of County's right to declare this License terminated by reason of such breach or any subsequent violation of the terms of this Concession License Agreement.

D. **ASSIGNMENT AND TRANSFER.** Licensee shall not at any time during the term of this Concession License Agreement, either directly or indirectly, assign, hypothecate or transfer its interest in this agreement or any interest therein without the consent of the County.

E. **SUSPENSION OF LICENSE.** During any time of war or national emergency, County shall have the right to lease or otherwise provide the landing area or any part thereof to the United States Government for military use. If any such lease or other agreement is executed, any provisions of this agreement which are inconsistent with the provisions of the lease or other agreement with the Government, shall be suspended, provided that the term of this lease shall be extended by the amount of the period of suspension.

ARTICLE VIII

PREMISES AND PERSONAL PROPERTY

A. **GENERAL.** At the termination of this Concession License Agreement for any reason except as outlined in Paragraph B, below, County shall be entitled, at its election, to have the Premises returned to it including any improvements which have been constructed by Licensee

B. **PERSONAL PROPERTY.** Title to personal property shall at all times during the term of this Concession License Agreement remain in County and Licensee as their individual interests may appear at the time of execution of this agreement. Upon termination of this Concession

Licenses Agreement for any cause, Licensee shall remove all of its personal property from the Premises within thirty (30) days after said termination. If Licensee fails to remove said personal property, County may thereafter remove said property at Licensee's expense.

ARTICLE IX

GENERAL PROVISIONS

A. **FAIRNESS IN DEALINGS.** County shall not require a greater level of service or performance from Licensee than that which is required from any other occupant of the Airport providing some or all of the same services ("Competitor"), nor shall County grant terms more favorable than those contained in this Concession License Agreement to any other Competitor. It is the intention of the parties that no Competitor, whether presently occupying the Airport or occupying the Airport hereafter, have an unfair advantage by paying a lesser rental than Licensee or being provided with terms or treatment which are directly more favorable to Competitor than those provided to or required of Licensee.

B. **ATTORNEY'S FEES.** In any action brought by either party hereto for the enforcement of the obligation(s) of the other, the successful party shall be entitled to recover interest and reasonable attorney's fees.

C. **TAXES.** Licensee shall pay any taxes or assessments which may be lawfully levied against Licensee's property and its occupancy or use of the Premises or any improvements placed thereon as a result of Licensee's occupancy.

D. **SUBORDINATION OF LICENSE.** This License is and shall be subordinate to the provisions of any existing or future agreement between County and the United States relative to the operation or maintenance of the Currituck Regional Airport.

E. **BINDING EFFECT AND COMPLETE TERMS.** The terms, covenants, conditions and agreements herein contained shall be binding upon and enure to the benefit of and shall be enforceable by County and Licensee and by their respective successors and assigns. All negotiations and agreements of County and Licensee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the County and Licensee.

F. **FORCE MAJEURE.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this License, then performance of such act shall be excused for the period of the delay and the period for the performance of any act shall be extended for a period equivalent to the period of such delay.

G. **CONSTRUCTION OF LICENSE.** This Concession License Agreement shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

H. **EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY.** The License for use of the Premises is granted subject to all easements, restrictions and rights of way legally affecting the Premises.

I. CIVIL RIGHTS COMPLIANCE. Licensee shall not conduct its business at the Airport or act in a manner which violates Title VI or Title VII of the Civil Rights Act of 1964, as amended, nor shall Licensee knowingly discriminate by segregation or otherwise against any person or class of persons by reason of age, sex, race, religion, color, national origin or handicap, whether in the performance of this agreement in the provision of the Commercial Aviation Activities or otherwise. Licensee shall maintain open hiring and employment practices and shall receive applications for employment in compliance with all requirements of applicable federal, state and local laws and regulations issued pursuant thereto relating to nondiscriminatory hiring and employment practices. Licensee shall serve its customers at the Airport without unlawful discrimination as to any person's age, sex, race, religion, color, national original or handicap.

[THE REMAINDER OF THIS PAGE INTENIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

COUNTY OF CURRITUCK

By: _____

ATTEST:

Clerk to the Board

(COUNTY SEAL)

SILVER BLUE AND GOLD
MAINTENANCE SERVICES, LLC,
LICENSEE

By: _____

Its: _____

ATTEST:

Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners of the County of Currituck and that by authority duly given and as the act of the county, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal and attested by her as its Clerk to the Board.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged that he is _____, and that by authority duly given and as the act of the _____, the foregoing instrument was signed in its name by _____.

WITNESS my hand and Notarial Seal, this ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

EXHIBIT A

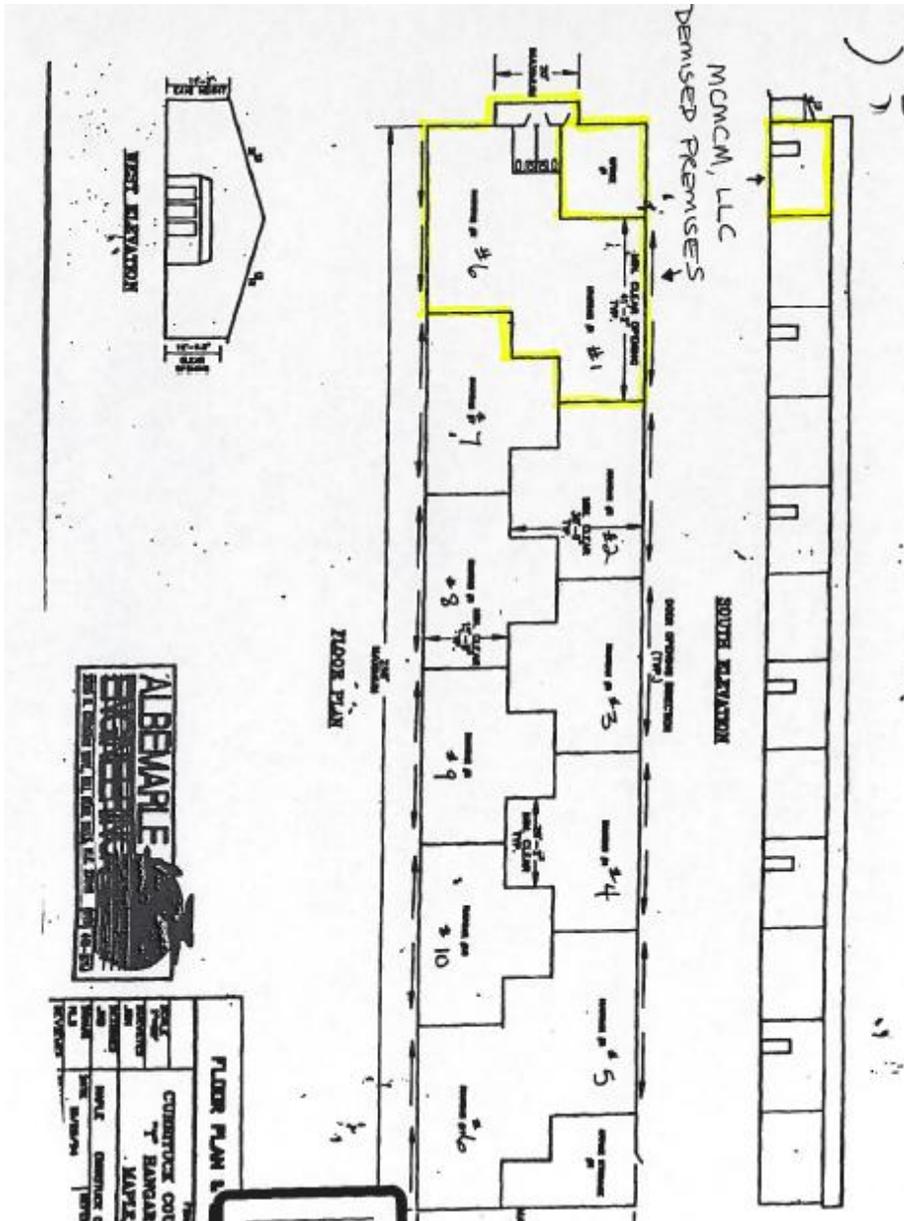


EXHIBIT B

SILVER BLUE AND GOLD MAINTENANCE SERVICES, LLC LEASE

**CURRITUCK REGIONAL AIRPORT
HANGAR LEASE AGREEMENT**

OFFICE USE ONLY

Rules & Regulations
 Certificate(s) of Insurance

This lease, made and entered into this 3rd day of August, 2010 by and between **Currituck County**, North Carolina, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (Lessor), and **SILVER BLUE AND GOLD MAINTENANCE SERVICES, LLC**. (Lessee);

WITNESSETH:

The Lessor hereby leases to the Lessee and covenants to keep the Lessee in quiet possession of the following described premises, to wit;

Space located within the Lessor's designated hangar area at the Currituck Regional Airport (Airport), designated as Hangar **A-1-T, A-6-T and adjoining Office, plus 2 tie-downs** (the Premises) as shown on Exhibit A attached hereto and subject to the terms and conditions set forth herein.

The Premises herein demised shall be used solely as aviation aircraft activity storage space subject to the conditions, limitation, and restrictions contained elsewhere in this Lease.

I. TERM:

The term of this Lease shall be from the 1st day of January 2011 and end December 31, 2011.

II. PAYMENT:

2.1 The Lessee shall pay Lessor the sum of Three Hundred and Twenty Dollars (**\$320.00**) per month, due by the first calendar day of each month for an annual total lease amount of Three Thousand Eight Hundred and Forty Dollars (**\$3,840.00**).

2.2 In the event Lessee shall fail to pay the rent set forth hereunder, or shall fail to keep or perform any of the covenants, agreements or conditions of this Lease for a period of thirty (30) days, then Lessor may terminate this agreement and repossess the premises and retain any deposits made with the execution of this agreement. Otherwise, in the event Lessee performs all of the terms of said lease and pays all rents due hereunder, then at the end of the term Lessor shall refund to Lessee any deposit made with the execution of this lease agreement.

2.3 Lessee may be required to provide a damage deposit in an amount equal to two (2) monthly rental payments. Any such deposit will be held by the Lessor until the termination of the lease and shall be used to offset damages that may occur during the

tenant's occupancy of the premises. Failure of the Lessor to require such a deposit at the execution of the lease will not limit the right to establish such a requirement during the lease term.

III. LEASE PROVISIONS

3.1 Lessee agrees to take good care of the Premises and to return the same at the expiration of the term in as good condition as received, ordinary wear, tear and natural decay excepted. If destruction of the Premises, or any part thereof, shall occur during the term of this Lease (and the destruction is not the result of actions or fault by the Lessee), so as to make the premises unfit for the uses described in this Lease, the Lessee may surrender and cancel this Lease.

a. Lessor acknowledges needed improvements in Office Space areas of the Premises and hereby warrants that necessary maintenance, cleaning and repair of the Office Space facilities, including replacement or repair of the heat pump, replacement or repair of ceiling tiles, and general cleaning of the Office Space shall be performed in a timely manner following the execution of this agreement.

b. Upon completion of stated improvements by Lessor in the Office Space area of the Premises, Lessee agrees to maintain the Office Space area in accordance with good housekeeping practices and return the space in as good condition as received, ordinary wear, tear and natural decay excepted.

c. Furnishings within the Office Space are of the Premises are the property of the Lessor; Lessee is permitted to use the furnishings and accept them in 'as is' condition and return said furnishings to the Lessor upon termination in as good condition as received, ordinary wear, tear and natural decay excepted.

3.2 It is agreed and understood that the Premises are to be used solely as maintenance and repair facilities with ancillary retail sales, and for no other purpose, unless approved by the Lessor in writing. Any other provision of this Lease notwithstanding, in the event of any violation of the provisions of this paragraph on the part of the Lessee, the Lessor shall have the right to cancel this Lease forthwith and without notice.

a. The Premises are leased and intended for the private use of the Lessee in providing a maintenance and repair service shop. The Lessee is permitted to provide customary retail sales provided the retail sales portion of the Lessee's operation can be reasonable considered an accessory use, and not a primary use, of the Premises. However, the Lessor may consider allowing certain further commercial uses of the leased premises if the terms and conditions relating to such use are set forth in a Rider to this lease and meet all other County rules and regulations.

b. The Premises are to be used by the Lessee subject to the provisions outlined in section 3.2 and 3.2(a) above. At no time shall the Premises be utilized for storage of aircraft not under repair by Lessee for a period longer than two (2) weeks prior to, or immediately after, repair services are rendered by Lessee. Any proposed change to this subsection shall be presented to the Airport Manager for written approval.

c. Lessee agrees that use of the premises shall be in accordance with federal, state and local laws and regulations, including, but not limited to, those pertaining to fire and safety, as well as the Currituck Regional Airport Rules and Regulations.

d. Lessee's exclusive use is restricted to the Premises designated herein and does not apply to ramp, apron or taxiway areas. All such exterior areas are common use areas available to all other tenants on the airport. Lessee agrees that Lessee's aviation activity equipment shall not be parked or positioned in such exterior areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other airport tenants or uses.

e. Lessee will not be permitted to add electrical service to the Premises or to otherwise alter the electrical service provided without the written consent of the Lessor. Space heaters are prohibited within the Premises office and hangar spaces.

f. Storage of aviation repair and maintenance equipment and accessories registered for hangar will be permitted.

g. Installation of a power (if electrical service is added) or hand winch to assist with hangaring of aviation activity equipment is permissible.

h. Lessee will be permitted to keep and store small quantities of lubricants, cleaners and other similar materials within the hangar space, provided all flammable materials are kept in fire retardant containers. The hangar space shall not be used for storage of large amounts of fuel nor as a fueling area for the resident aircraft.

i. Lessee will not be permitted to perform repair service on automobiles or automotive equipment of any kind in the Premises.

j. Lessee shall not store any material or object not directly related to the aviation repair and maintenance equipment, unless the storage of such prohibited items or materials has been approved by the Lessor in writing. This prohibits the storage (without permission) of furniture, inoperative and unregistered aircraft, utility trailers and all other similar materials.

k. Lessee shall not perform painting operations of any kind within the Premises.

l. Installation or use of any hazardous devices, including but not limited to space heaters and engine heaters shall be prohibited in the Premises, unless specifically authorized by the Lessor.

m. Washing aircraft or aviation activity equipment will not be permitted in the Premises or within the hangar area without the express permission of the Lessor.

n. Installation of furniture or appliances that are not required under permitted uses specified above or for which written permission has not been granted by the Lessor shall be prohibited. This prohibits sleeping couches, cots, beds, hot plates, stoves or other cooking devices, unless specifically authorized by the Lessor.

o. Parking of vehicles for Lessee, customers or employees of Lessee shall be provided in marked spaces outside the fence directly west of the Premises. In no case shall the Lessee, their agents or assigns park automobiles on the apron or runway surfaces. Temporary access for delivery of machinery, parts, lubricants or other bulk product for the Lessee's normal business operation is permitted.

IV. GENERAL PROVISIONS:

4.1 It is agreed that the demised sites are accepted in their "as is" condition. Except as established in the preceding paragraph, Lessor assumes no responsibility as to the condition of the demised premises nor shall it assume responsibility for the maintenance, upkeep or repairs which might become necessary to keep the Premises in a safe and serviceable condition.

4.2 The Premises shall not be sublet or the term in whole or in part assigned, transferred or set over by the act of the Lessee, by process or operation of law or in any other manner whatsoever without the prior written consent of the Lessor.

4.3 Lessee not make any alterations, changes or additions to the Premises including, but not limited to, the replacement or change of locks for the Premises. All requests for exterior signage for the Lessee's operation must be approved by the Lessor prior to installation and in accordance with County rules and regulations.

4.4 Should the Lessee continue to occupy the Premises after the expiration of the term of this Lease or after a forfeiture occurred, whether with or against the consent of the Lessor, such tenancy shall be month to month but in all other respects shall be in accordance with the terms of this Lease.

4.5 The Lessor shall not be liable for any damage, either to person or property, sustained by the Lessee or by other persons due to the building or any part thereof or any appurtenances thereof becoming out of repair or due to the happening of any accident in or about the building or due to any act or neglect of any tenant or occupant of the building or of any other person. Without limiting the generality of the foregoing, the Lessor shall not be liable for damage caused by water, wind or electrical causes or the negligence of contractors, employees, agents or licensees of the Lessor unless provided to be the gross negligence of the Lessor.

4.6 The Lessee agrees to indemnify and save the Lessor, its officers, agents and employees harmless from any liability, including, but not limited to claims, judgments, fines, costs and attorney's fees to persons or property resulting from or arising out of the Lessee's use or occupancy of the Premises.

4.7 This Lease, at the option of the Lessor, shall be void and forfeited in case of any violation of any agreement herein contained. This covenant is not to be considered or construed as a penalty, but shall be punctually enforced and the Lessor's failure to enforce the same with respect to any violation shall not constitute a waiver of the right to enforce the same with respect to any other violation.

4.8 The Lessee agrees that the Lessor shall have the right to enter the demised premises at any time for the purpose of making inspections thereof and to make such repairs or alterations as are, in the opinion of the Lessor, desirable or necessary and to take such materials into the premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the Lessee.

4.9 Lessee shall maintain an insurance policy for any aviation activity equipment placed within the leased premises in full force and effect for the period covered by the Lease and any renewals filed with the County. The insurance policy

(policies) must identify the Lessor as an additional insured. A copy of the insurance policy (policies) or certificate of insurance must be filed with the Currituck County Finance Department within 30 days of the signing of the lease. The insurance will meet the specifications set forth below.

The amounts of such insurance shall not be less than the following:

Bodily Injury	\$ 100,000
Property	\$1,000,000
Each Accident	\$1,000,000

V. SUBLEASE/ASSIGNMENT:

The space hereby leased will not be subleased by Lessee nor will this Lease be assigned without the express approval of the Lessor.

VI. NOTICES:

Notices to the Lessor provided for herein shall be sufficient if sent by registered mail, postage prepaid, or hand delivered, addressed to Currituck County Attorney, P.O. Box 39, Currituck, NC 27929 and notices to the Lessee shall be sufficient if sent registered mail, postage prepaid, or hand delivered, addressed to **SILVER BLUE AND GOLD MAINTENANCE SERVICES, LLC, C/O Savannah Koneval, Silver Blue and Gold Maintenance Services LLC, 113 Airport Rd, Edenton NC 27954** or to such other respective addresses as the parties may designate to each other in writing from time to time. Lessee shall notify the Currituck County Legal Department of any change of address within thirty (30) days.

VII. TERMINATION:

This agreement may be terminated by the Lessee upon thirty days (30) written notice; and upon sixty days (60) notice by the Lessor. In addition, Lessor may terminate this agreement during the course of monthly term upon the occurrence of any of the following which shall constitute a breach of this Lease by Lessee: Rent is not paid by the 20th of any month; Lessee has failed to comply with any condition of this lease and has not reasonably corrected the deficiency upon notice by Lessor. In the event of such breach, Lessor shall notify Lessee of termination in writing.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CURRITUCK COUNTY

ATTEST:

Clerk to the Board

BY: _____ (SEAL)
Daniel F. Scanlon, II, County Manager

SERVICES, LLC.
(County Seal)

LESSEE – SILVER BLUE AND GOLD MAINTENANCE

BY: _____

Print Name

Telephone Number

Please list any and all owners of this airplane listed on plane title that will have access to the premises:

Name: _____

Name: _____

Address: _____

Address: _____

AIRPORT ADVISORY BOARD

MEMBERS

TERMS

District 1

Gary Bryan
281 Southend Road
Knotts Island, NC 27950
Home-429-3535
Garyandtracy2@verizon.net

1/-10 - 1/13
Appointed 1/09 to fill unexpired term

District 2

John Snowden, III
PO Box 752
Maple, NC 27956
Cell 267-3332
john.snowden@currituckonline.com

12/09 – 12/12
Appointed 2/09 to fill unexpired term

District 3

Jerry Malesky
299 Green View Road
Moyock, NC 27958
Home-435-2774
Cell-757-580-8845
malesky@centurylink.net

12/09 - 12/12
Appointed 7/09 to fill unexpired term

District 4

Ed Ish
112 Teal Drive
Currituck, NC 27929
Home-232-0394
seaclusion1203@aol.com

3/08 – 1/11
Appointed 1/09 to fill unexpired term

District 5

Denise Hall
174 Old Jury Road
Moyock, NC 27958
Home-232-0711
Cell-757-676-6096
kellynsetters@aol.com

1/10 – 1/13
Appointed 2/09 to fill unexpired term

At Large

David Messina
101 White Heron Drive
Currituck, NC 27929
Home-232-2647
Cell-757-434-1210
mercury@inteliport.com

3/08 – 3/11
Appointed 1/09 to fill unexpired term

At Large

Marion Gilbert
107 Fargo Court
Moyock, NC 27958
Home-232-3724
Cell-757-536-3724
mgilbert@earl-ind.com
marfromva@aol.com

1/10 – 1/13
Appointed 2/09 to fill unexpired term

Ex Officio Members

Roger Lambertson, Airport Manager

Commissioner John Rorer

AIRPORT ADVISORY BOARD
3 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Gary Bryan	District 1			1/2010	1/2013
John Snowden	District 2			1/2010	1/2013
Jerry Malesky	District 3			1/2010	1/2013
Ed Ish*	District 4		Etheridge	March 2008	January 2011
Denise Hall	District 5			1/2010	1/2013
David Messina**	At-Large		Martin	March 2008	March 2011
Marion Gilbert***	At-Large		O'Neal	1/2010	1/2013



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: 12-19-06

Name: BARBARA COURTNEY

Address: 148 E. CANVASBACK DR. BELLS ISLAND
CURRITUCK, NC 27929

Phone: 232-7712

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

✓ Please check

- | | |
|--|---|
| <input type="checkbox"/> ABC Board | <input checked="" type="checkbox"/> Library Board |
| <input type="checkbox"/> Agricultural Advisory Board | <input checked="" type="checkbox"/> Nursing Home Advisory Committee |
| <input checked="" 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 checked="" type="checkbox"/> Economic Development Board | <input checked="" 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:

Extensive management and leadership
experience in health care and finance.
Extensive decision making skills based on
fact. It is my belief that the citizens should be
involved in the support process of government.

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

CURRITUCK COUNTY
NORTH CAROLINA
December 6, 2010

The Board of Commissioners met at 5:30 p.m. for a reception for out going and newly elected Commissioners.

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

Invocation and Pledge of Allegiance

The Reverend Dan Bergey, New Life Church, was present for the invocation.

Approval of November 15, 2010 Minutes

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

Recognition of out going Commissioners Taylor, Gregory and Nelms

Chairman O'Neal along with Commissioners Rorer, Aydlett and Etheridge recognized the out going Commissioners Taylor, Gregory and Nelms and commended them for their service to Currituck County.

The Honorable Ray Matusko, Clerk of Superior Court, to give the oath of office for newly elected Commissioners

The Honorable Ray Matusko, Clerk of Superior Court, presented the oath of office to newly elected Commissioners Petrey, Gilbert and Martin.

Election of Chairman

Dan Scanlon, County Manager, presided over the election of Chairman.

Commissioner Rorer nominated Commissioner Aydlett. Commissioner O'Neal seconded the nomination. Nominations were closed. Commissioner Aydlett was selected Chairman by acclamation.

Election of Vice-Chairman

Chairman Aydlett opened the floor for nominations.

Commissioner Petrey nominated Commissioner Rorer. Commissioner Etheridge seconded the nomination. Nominations were closed. Commissioner Rorer was selected Vice-Chairman by acclamation.

Recognition of out going Chairman O'Neal

The Board of Commissioners commended Commissioner O'Neal for his efforts as Chairman for the last year.

Approval of Agenda

Commissioner O'Neal moved to amend the agenda by deleting Item 13 and adding Item 13A Voting Delegate for NCACC Legislative Goals Conference and add to consent agenda Resolution of appreciation for John Forbes, and Public Official Bond for Sheriff. Commissioner Etheridge seconded the motion. Motion carried.

Public Comment

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

Chairman Aydlett opened the public comment period.

Elizabeth Vaughan, requested support for Operation Santa at the Social Services Department.

Hank Harrelson, expressed his problems with Mediacom and not having a local news channel.

Vic Culbertson, Moyock, congratulated the new Board members.

Karen Whitfield, Corolla, expressed her concern with the Corolla Small Village Plan.

Jay Bender, opposes the Small Village Plan.

There being no further comments, Chairman Aydlett closed the public comment period.

Consideration and Action: PB 00-15 Soundside Recycling: Renewal of a special use permit for a demolition landfill operation and a mulch sales stockpile area located at 7565 Caratoke Highway, Tax Map 110, Parcels 38 and 39, Poplar Branch Township.

Sworn testimony was given prior to making statements.

Ben Woody, Planning Director, reviewed the request.

On May 7, 2007 the Board of Commissioners granted Soundside Recycling a six month extension of condition #2 of their Special Use Permit (SUP) for a Demolition Landfill. This condition requires the entire operation be moved east of the VEPCO main power transmission line easement, approximately 1,000' from Caratoke Highway.

At the December 3, 2007 Board of Commissioners work session, Staff was directed to meet with Mr. Racy Newbern to develop a reasonable schedule for compliance with condition #2 of the SUP. Additionally, the Board requested Staff work with Mr. Newbern to develop alternatives to any SUP conditions that may be affected by State permit requirements. Mr. Newbern is working with the State to get his permits. Staff has not developed or recommended any alternatives since a new permit has yet to be issued by the state. This special use permit is set to expire on December 5, 2010 and the applicant is requesting a renewal.

Conditions previously included on the permit are as follows:

1. The applicant shall maintain the development strictly in accordance with the plan submitted to and approved by the Board of Commissioners, a copy of which is filed in the office of the Planning and Inspections Department.
Approximate Acreages:
Recycling Area 3.4 acres
Compost Area 2.0 acres
Hurricane Storage Area 8.5 acres
2. That the special use permit shall be valid until December 5, 2010 with the condition that operation be moved east of the power transmission lines as approved in the attached site plan by June 4, 2007.
3. If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this permit shall be void and of no effect.
4. That the mulch sales storage area not exceed 6' in height, 100' in length and 60' in width.
5. That no demolition storage pile areas exceed 15' in height.

- 6. That the applicant maintain substantially high berms to effectively conceal all debris piles from public view from Caratoke Highway (US 158). The height of these berms shall be a minimum of 12 feet but may be higher depending on the height of debris piles.
- 7. That the berm height be uniform, complete, and continuous.
- 8. That the applicant will be permitted one (1) permanent sign and one (1) temporary sign for the business.
- 9. That no transportation equipment (tractors or trailers with or without debris) be parked or stored outside the designated area as shown on the attached site plan.
- 10. That the following comments from the county's Fire Marshall be incorporated within this approval:
 - a. No Smoking except in designated areas is allowed. Signage should indicate appropriate areas.
 - b. Fire operations will require an all weather surface and 20' access width to all areas of the compound. Would recommend 2 ingress/egress points.
 - c. Each fuel-fired vehicle shall be equipped with a 2-A:20-B:C or higher fire extinguisher.
 - d. A fire hydrant must be within 400' of all portions of any structure.
 - e. Plant growth must be maintained in order to prevent wind blown debris escaping the site.
- 11. That the hours of operation be set at 7:30 a.m. to 5 p.m. weekdays and 7:30 a.m. to 12 noon on Saturdays with no operations allowed on Sundays.
- 12. That all material must be kept on site at all times and that necessary steps are taken to keep material from blowing off the property.
- 13. Suggested Staff Findings of Fact:

<ul style="list-style-type: none"> 1. <i>OWNER</i> HD(Racy)Newbern IV P. O. Box 277 Powells Pt, NC 27966 (252) 491-5744 	<ul style="list-style-type: none"> <i>APPLICANT</i> HD/Marlene Newbern PO Box 176 Aydlett, NC 27916 (252) 453-3032
--	---

2. The tract is located on the east side of Caratoke Hwy. approximately 200' south of the intersection with SR 1156 (North River Rd.) in Powells Point, Tax Map 110, parcels 38 & 39, Poplar Branch (ML) Township.
3. The property is being utilized as a recycling center.
4. The applicant received the original special use permit on May 1, 2000 and a renewals on April 16, 2001, June 17, 2002, and June 6, 2005 to temporarily store untreated demolition waste (treated & untreated wood products, cardboard, plastic, vinyl, wallboard, metal and shingles) on two (2) acres of land in an "Agriculture" zoning district which is permitted in an A district with a SUP.
5. The applicant currently recycles demolition waste using a tub grinder. Since the UDO does not specifically list this use in the Table of Permissible Uses, the staff determined this use had impacts similar to a demolition landfill which required a special use permit in an "A" zoning district.
6. According to county Zoning Maps, the nearest dwelling to the existing recycling area is approximately 300 feet west.
7. The mulch stockpile sales area will be located east of the power line right-of-way.
8. No burning of waste will be permitted on the site unless a special use permit is granted for an incinerator. Further, all necessary state permits must be obtained prior to burning waste.
9. The site is surrounded by the following land uses:
 - West (Front)Commercial(Antique Store)-zoned "GB"
 - East (Rear)Farmland - zoned "A"
 - North (Side)Farmland(agricultural operations)-zoned "A"
 - South (Side)Farmland - zoned "A"
10. The 1990 Land Use Plan classifies this land as "Limited Transition".
11. The proposed site is located along a Minor Arterial in the County's Thoroughfare Plan.

12. According to the application, the storage area will not increase the county's ability to provide facilities in anyway.

Chairman Aydlett opened the public hearing.

Racy Newbern, applicant, stated that he has applied for his state permit.

There being no further comments, Chairman Aydlett closed the public hearing.

Commissioner Rorer moved to grant a one year extension with the following conditions:

All previously approved conditions shall be included in the permit; All state permits needed to move the operation east of the power transmission lines shall be issued within one year; Quarterly progress reports shall be filed with the Planning Department; and, the applicant shall be in compliance with all county ordinances within 90 days. Commissioner Martin seconded the motion. Motion carried.

Presentation on Currituck County Rural Center

Terry Temple, Rural Center Director, made a presentation to the Board about the 105 acre Rural Center and all the programs that are offered at the center.

Commissioner O'Neal requested staff to have a sign placed on the main road to let people know where the Center is located.

Update on Emergency Management

Rebecca Christenbury, Program Manager, for Emergency Management, presented a review of accomplishments last year in Emergency Management and reviewed the future goals of the Department.

Appointment to Walnut Island Sanitary District Board

Commissioner Rorer moved to appoint Kay Hannah. Commissioner Etheridge seconded the motion. Motion carried.

Appointment to Workforce Development Board

Deleted

Appointment of Delegate to the NCACC Legislative Goals Conference.

Commissioner O’Neal moved to appoint Commissioner Etheridge. Commissioner Rorer seconded the motion. Motion carried.

Consent Agenda:

1. Budget Amendments
2. Declare Surplus property for Fire/EMS Department
3. Amendment to Policies and Procedures for use of Cooperative Extension Center
4. Resolution of appreciation for John Forbes, Jr.
5. Approval of Public Official Bond for the Sheriff.

Commissioner Rorer moved to approve. Commissioner Martin 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	
10512-545000	Contract Services	\$	700		
10512-557100	Software License Fess	\$	300		
10512-536000	Uniforms			\$	1,000
10510-554000	Insurance & Bonds	\$	305		
10510-506000	Health Insurance			\$	305
			<u>\$ 1,305</u>		<u>\$ 1,305</u>

Explanation: *Animal Control (10512); Sheriff (10510) - To transfer budgeted funds for increases in contract costs and for the Sheriff public official bond that renews every election*

cycle.

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

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10950-585003	Food Bank	\$ 2,500	
10446-526200	Promotional Efforts		\$ 2,500
		<u>\$ 2,500</u>	<u>\$ 2,500</u>

Explanation: Agency Appropriations (10950); Public Information (10446) - To eliminate to County Employee Christmas luncheon and increase appropriations to the County Food Banks.

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

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10752-519700	HCCBG In Home		\$ 3,260
10330-432200	HCCBG	\$ 2,346	
10390-499900	Fund Appropriated Balance	\$ 914	
		<u>\$ 3,260</u>	<u>\$ 3,260</u>

Explanation: Public Assistance (10752) - To adjust budget to reflect actual funding allocation.

Net Budget Effect: Operating Fund (10) - Decreased by \$3,260.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10430-514801	Fees Paid to Precinct Officials	\$ 4,220	
10430-503000	Salaries-Part Time		\$ 4,000
10430-514000	Travel		\$ 220

\$	4,220	\$	4,220
----	-------	----	-------

Explanation: *Elections (10430) - Transfer budgeted funds for poll workers.*

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

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		Decrease Revenue or Increase Expense	Increase Expense	Increase Revenue or Decrease Expense	Decrease Expense
60808-533601	System supplies - sewer	\$	6,069		
60808-590001	Capital Outlay-sewer	\$	18,931		
60808-516001	Repairs and Maintenance			\$	25,000
		\$	25,000	\$	25,000

Explanation: *Ocean Sands Water and Sewer District (60808) - Transfer funds to replace a blower at the Ocean Sands Sewer Plant.*

Net Budget Effect: Ocean Sands Water and Sewer District Fund (60) - No change.

<u>Account Number</u>	<u>Account Description</u>	Debit		Credit	
		Decrease Revenue or Increase Expense	Increase Expense	Increase Revenue or Decrease Expense	Decrease Expense
10531-514000	Travel	\$	1,000		
10531-532000	Supplies	\$	3,305		
10531-532441	Technology under \$1000	\$	500		
10531-545000	Contracted Services	\$	6,650		
10531-590000	Capital Outlay	\$	14,500		
10330-445000	Emergency Management			\$	25,955
		\$	25,955	\$	25,955

Explanation: *Emergency Management (10531) - To record 2010 Emergency Management Planning Grant. Technology under \$1000 will be used for a printer and the capital*

outlay will be used for four call taker phones (\$1,000), mobile command trailer upgrades (\$6,000), and a security system for the communications tower behind the communications building (\$7,500).

Net Budget Effect: Operating Fund - Increased by \$25,955.

R E S O L U T I O N

WHEREAS, the Board of Commissioners of Currituck County, North Carolina, during its regularly scheduled meeting held on 12/6/10 authorized the following, pursuant to GS 160A and 270(b), that the property listed below, be disposed of at a public auction

Veh I.D.	Year	Make	Model	VIN	Color	Mileage	Condition/Remarks	Dept
4409	1999	Ford	Explorer	IFMZU34X7XUB50206	White		very well used	Fire/EMS
6523	2004	Jeep	Cherokee	1J4GW48S24C198167	White		frame damage	Fire/EMS

WHEREAS, the volunteer fire and rescue departments within the county shall have the option to obtain the list of surplus property prior to auction in accordance with the adopted **Surplus Property Disposal Policy for Volunteer Fire and Rescue Departments**; and

WHEREAS, the public auction will be held TBA (date, places and time).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of County of Currituck reserves the right to reject any and all bids.

**RESOLUTION
OF
APPRECIATION**

WHEREAS, the Currituck County Board of Commissioners wishes to acknowledge and express its appreciation to John W. Forbes, Jr., for his dedicated service to the citizens of Currituck County as Treasurer of the Crawford Volunteer Fire Department; and

WHEREAS, Mr. Forbes will be retiring from this volunteer position on December 17, 2010, having served as a volunteer for 36 years; and

WHEREAS, Mr. Forbes has devoted his time, energy and talents to this community and provided experience and sound judgment on its behalf with integrity and dignity;

NOW THEREFORE, BE IT RESOLVED, that the Currituck County Board of Commissioners commends Mr. Forbes for exhibiting professionalism at its best and strong commitment to serving the citizens of Currituck County as Treasurer of the Crawford Volunteer Fire Department.

FURTHER BE IT RESOLVED, Currituck County has been most fortunate to have had a person in this position with Mr. Forbes' capabilities and amazing dedication to the task. The Board of Commissioners extends to him best wishes in the future.

Commissioner's Report

Commissioner Martin questioned if the County could sponsor a paint day at the convenience center.

Commissioner Etheridge welcomed the new Commissioners.

Commissioner O'Neal commented on how great the Christmas Parade was last Saturday. He also requested Staff to send a letter to our Legislators regarding the closing of the post office located at the County Seat; meeting with Chesapeake regarding increase in tolls; and the Small Area Plan for Corolla Village.

Commissioner Petrey commented on the Lower Currituck Food Pantry.

Commissioner Rorer reminded citizens to shop locally.

County Manager's Report

Dan Scanlon, County Manager, stated that WRC had contacted the office on the repair for the Brumley Road Boating Access; DOT objects to the Bear signs posted on their right of way; and contacting the Postal Service on closing of the post office.

The December 20 Board of Commissioners' meeting was cancelled. A work session was discussed for either December 13 or 20. It was to be scheduled for Monday, December 13, 2010.

Closed Session:

6. According to GS 143-318.11 (3) to consult with an attorney in order to preserve the attorney client privilege
7. and (6) to discuss personnel

Commissioner Rorer moved to go into closed session as stated above. Commissioner Martin seconded the motion. Motion carried.

Adjourn

After reconvening from closed session, no action was taken.

There being no further business, the meeting adjourned.

G.S. 153A-103(1) provides that:

Each sheriff and register of deeds elected by the people has the exclusive right to hire, discharge, and supervise the employees of his office. However, the board of commissioners must approve the appointment by such an officer of a relative by blood or marriage of nearer kinship than first cousin

The Board of Commissioners will have to approve the Sheriff's appointment or hiring of her brother as the requirement is statutory and applicable to the Sheriff.

Donald I. ("Ike") McRee, Jr.
County Attorney
County of Currituck

R E S O L U T I O N

WHEREAS, the Board of Commissioners of Currituck County, North Carolina during its regularly scheduled meeting held on January 3, 2011 authorized the following, pursuant to GS 160A and 270(b), that the property list attached, be declared surplus property:

4-Incinolet Toilet
#6491-41971
26800
26510
24896 to be disposed of

1-430 John Deer Tractor - 2862
CH3029DO43724 to be sold at auction

ADOPTED, this the 3rd day of January, 2011.

O. Vance Aydlett, Chairman
Currituck County Board of
Commissioners

ATTEST:

Gwen H. Keene, CMC
Clerk to the Board

STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

ORDER OF COLLECTIONS

TO THE TAX COLLECTOR OF THE COUNTY OF CURRITUCK:

You are hereby authorized, empowered, and commanded to collect the taxes, current and past due, set forth in the tax records filed in the office of the Tax Collector and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Currituck, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this _____ day of _____, 20_____.

(SEAL)
Chairman, Board of Commissioners of
Currituck County

ATTEST:

Clerk of Board of Commissioners of
Currituck County

(G.S. 105-321)



COUNTY OF CURRITUCK

Tax Department
P.O. Box 9
Currituck, North Carolina 27929

Tracy Sample, Tax Administrator
(252) 232-3005
(252) 232-2109
(252) 232-3568 (FAX)

Memorandum

TO: Currituck County Board of Commissioners

CC: Sandra Hill, Finance Director

From: Tracy Sample, Tax Administrator

Date: December 9, 2010

RE: 2010 Tax Levy & Prior Year Taxes to be Charged to the Tax Collector

2010 REAL & PERSONAL PROPERTY TAX LEVY*	\$	28,010,732.55
PRIOR YEARS TAXES**	\$	<u>646,388.67</u>
TOTAL TAXES	\$	29,330,263.60

*The Current Year levy includes all penalties, solid waste fees, special district and animal taxes; does not include levies of public utilities valued by the NC Department of Revenue and registered motor vehicles, nor for tax discoveries, adjustments, and releases. These are reported to the Finance Director as required throughout the year.

** Prior Year Taxes as of November 30, 2010

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 3rd day of January, 2011 ,
 passed the following amendment to the budget resolution for the fiscal year ending June 30, 2011.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
60808-557100	Software License Fee	720	
60808-516001	Repairs and Maintenance		720
61818-545100	Credit Card Fees	5,500	
61818-557100	Software License Fee	3,041	
61818-590003	Fire Hydrants		8,541
65858-545100	Credit Card Fees	55	
65858-557100	Software License Fee	29	
65858-532000	Supplies		29
65858-533200	Lab Tests		55
66868-532000	Supplies	10,000	
66868-557100	Software License Fee	564	
66868-516000	Maintenance & Repair		9,000
66868-533200	Lab Tests		564
66868-545000	Contract Services		1,000
		<u>\$ 19,909</u>	<u>\$ 19,909</u>

Explanation: *Ocean Sands Water & Sewer (60808); Mainland Water (61818); Moyock Commons Sewer (65858); Southern Outer Banks Water (66868) - Transfer funds for increased software license, credit card fees and system supplies.*

Net Budget Effect: Ocean Sands Water and Sewer Fund (60) - No change.
 Mainland Water Fund (61) - No change.
 Moyock Commons Sewer Fund (65) - No change.
 Southern Outer Banks Water Fund (66) - No change.

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 Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 3rd day of January, 2011 ,
 passed the following amendment to the budget resolution for the fiscal year ending June 30, 2011.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
65858-590000	Capital Outlay	\$ 12,000	
65858-561000	Professional Services		\$ 12,000
		<u>\$ 12,000</u>	<u>\$ 12,000</u>

Explanation: *Moyock Commons Sewer (65858)* - Replace control panels, monitoring system and pump controls for Moyock Commons.

Net Budget Effect: Moyock Commons Sewer Fund (65) - No change.

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 Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 3rd day of January, 2011 ,
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<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10480-590441	Technology over \$1,000	\$ 1,768	
10480-532000	Supplies		\$ 1,768
		<u>\$ 1,768</u>	<u>\$ 1,768</u>

Explanation: *Register of Deeds (10480) - Transfer funds to replace workstation in Register of Deeds office.*

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

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 3rd day of January, 2011 ,
 passed the following amendment to the budget resolution for the fiscal year ending June 30, 2011.

<u>Account Number</u>	<u>Account Description</u>	<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10441-532000	Supplies	\$ 163	
10441-590000	Capital Outlay	\$ 3,790	
10380-484001	Insurance Recovery		3,953
		<u>\$ 3,953</u>	<u>\$ 3,953</u>

Explanation: *Information Technology (10441)* - Increase appropriations to replace a fax machine and computer network switches damaged by lightning.

Net Budget Effect: Operating Fund (10) - Increased by \$3,953.

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 Clerk to the Board

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<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
50795-545000	Contract Services	\$ 2,216,647	
50795-561000	Professional Services		\$ 160,000
50795-570000	Reimbursable Expenses	\$ 429	
50795-588000	Contingency	\$ 562,941	
50795-590000	Furnishings & Fixtures		605,000
50795-594500	Site Work		2,015,017
		<u>\$ 2,780,017</u>	<u>\$ 2,780,017</u>

Explanation: *Community Center/YMCA/Senior Center (50795) - To transfer budgeted funds per amendment contracts.*

Net Budget Effect: County Governmental Construction (50) - No change.

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Clerk to the Board

BUDGET AMENDMENT

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<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10550-503000	Salaries - Part time	\$ 14,372	
10550-502000	Salaries - Regular		\$ 14,372
		<u>\$ 14,372</u>	<u>\$ 14,372</u>

Explanation: *Airport (10550)* - Transfer budgeted funds from regular to part-time salaries due to full-time vacancy from July through October 2010.

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

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 Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 3rd day of January, 2011 ,
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<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10960-539000	Unemployment Compensation	\$ 12,760	
10960-554000	Insurance & Bonds		\$ 12,760
		<u>\$ 12,760</u>	<u>\$ 12,760</u>

Explanation: *Central Services (10960)* - To increase appropriation for acutal unemployment charges for charging year July 31, 2010.

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

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 Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 3rd day of January, 2011 ,
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<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10510-590000	Capital Outlay	\$ 33,700	
10390-495015	T F - Occupancy Tax		\$ 33,700
		<u>\$ 33,700</u>	<u>\$ 33,700</u>

Explanation: *Sheriff (10510) - Increase appropriations to purchase three ATVs and one 21' Caribbean Skiff with motor and trailer for the Sheriff's Department. These are replacements. The 19' Maycraft will be used as a trade-in for the boat.*

Net Budget Effect: Operating Fund (10) - Increased by \$33,700.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 3rd day of January, 2011 ,
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<u>Account Number</u>	<u>Account Description</u>	<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
20609-545000	Contract Services	\$ 12,950	
20609-588000	Contingency		\$ 12,950
		<u>\$ 12,950</u>	<u>\$ 12,950</u>

Explanation: *Whalehead Watershed Service District (20609) - Clear right-of-ways on six streets; repair potholes and lawncare in the Whalehead Watershed Service District.*

Net Budget Effect: Whalehead Watershed Service District (20) - No change.

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Clerk to the Board

BUDGET AMENDMENT

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<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10510-557500	Crime Control Act	\$ 20,000	
10390-499900	Appropriated Fund Balance		\$ 20,000
		<u>\$ 20,000</u>	<u>\$ 20,000</u>

Explanation: Sheriff (10510) - To carry-forward funds collected from Crime Control Act.

Net Budget Effect: Operating Fund (10) - Increased by \$20,000.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 3rd day of January, 2011 ,
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<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
50550-592011	Partial Parallel Taxiway 36244.10.4.1	\$ 3,404	
50330-448000	State Aid to Airports		\$ 3,064
50550-592010	Airport Non-match County Funds		340
		<u>\$ 3,404</u>	<u>\$ 3,404</u>

Explanation: *Airport Construction (50550) - To increase appropriations for Airport grant 36244.10.4.1 per grant funding allocation.*

Net Budget Effect: County Governmental Construction (50) - Increased by \$3,064.

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 Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 3rd day of January, 2011 ,
 passed the following amendment to the budget resolution for the fiscal year ending June 30, 2011.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10530-502100	Salaries - Overtime	\$ 150,000	
10530-503500	Salaries - Temp Services	\$ 70,000	
10530-502000	Salaries		\$ 200,000
10530-502200	Holiday Pay		20,000
		<u>\$ 220,000</u>	<u>\$ 220,000</u>

Explanation: *Emergency Medical Services (10530)* - To transfer budgeted funds to accommodate budget overruns in overtime and temporary services due to multiple open positions and increased stadding of Medic 1.

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

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 3rd day of January, 2011 ,
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<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or</u>
50512-596100	Professional Services	\$ 20,000	
50390-495040	T F - Capital Improvements		\$ 20,000
40750-487050	T T - County Govt Construction	20,000	
40390-499900	Appropriated Fund Balance		20,000
		<u>\$ 40,000</u>	<u>\$ 40,000</u>

Explanation: *Animal Shelter (50512) - Initial appropriation for feasibility study and design of Animal Shelter.*

Net Budget Effect: Co Govt Construction Fund (50) - Increased by \$20,000.
 Capital Improvements Fund (40) - increased by \$20,000.

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 Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 3rd day of January, 2011 ,
 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</u>
10650-545000	Contract Services	\$ 4,100	
10390-499900	Appropriated Fund Balance		\$ 4,100
		<u>\$ 4,100</u>	<u>\$ 4,100</u>

Explanation: *Cooperative Extension (10640) - Increase appropriations to fill FSA vacant position.*

Net Budget Effect: Operating Fund (10) - Increased by \$4100.

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Clerk to the Board

RESOLUTION OF SUPPORT

WHEREAS, Albemarle RC&D Council, Inc. is a local non-profit tax exempt charity serving the Albemarle region which includes Currituck County, and

WHEREAS, Albemarle RC&D Council, Inc. has a mission to promote environmental quality and conservation while working to ensure sustained economic development, and

WHEREAS, Albemarle RC&D Council, Inc. has completed over 89 region-wide projects and 33 projects within our County since 1972 benefitting the citizens in the Currituck County service area, and

WHEREAS, Albemarle RC&D Council, Inc. is committed to continuing to serve the citizens in the Currituck County service area, and

WHEREAS, All programs and services of Albemarle RC&D Council, Inc. are offered on a non-discriminatory basis, without regard to race, color, national origin, religion, sex, sexual orientation, age, marital or family status, disability or political beliefs.

BE IT RESOLVED that we, the Currituck County Commissioners fully support Albemarle RC&D Council, Inc. and the work this organization does to make our communities better places in which to live and work.

BE IT FURTHER RESOLVED that this resolution be spread upon the Meeting Minutes of the Currituck County Board of Commissioners on _____, 20__ as a permanent record of the achievements of Albemarle RC&D Council, Inc.

(Chairman name), Chairman

Date

Justification for the Project

Currituck Rural Center--County of Currituck

The proposed project would create a unique facility in Currituck County with multiple recreational opportunities including kayaking, canoeing, fishing, hiking, and environmental education. These recreational opportunities would complement existing programs at the Currituck Rural Center that include horse shows, clinics and events, and agricultural historic preservation.

Currituck County is a rural county with a population of approximately 24,000. Most of the land along the Currituck Sound is privately owned, which limits water-based recreation for local residents and visitors alike. With its location on the Currituck Sound including water access, maritime forest and coastal marshlands, the new Currituck Rural Center offers an excellent opportunity for providing water-based recreation, hiking and environmental education to both local residents and visitors.

Currituck County recreation and extension staff recently conducted surveys and public meetings to gather public input on recreational needs in the county. Residents from across the county clearly indicated a desire for more playgrounds, walking trails, and water-based recreational opportunities (A recreational-needs survey of 518 residents is included in the PARTF application).

The proposed project would focus on the following activities:

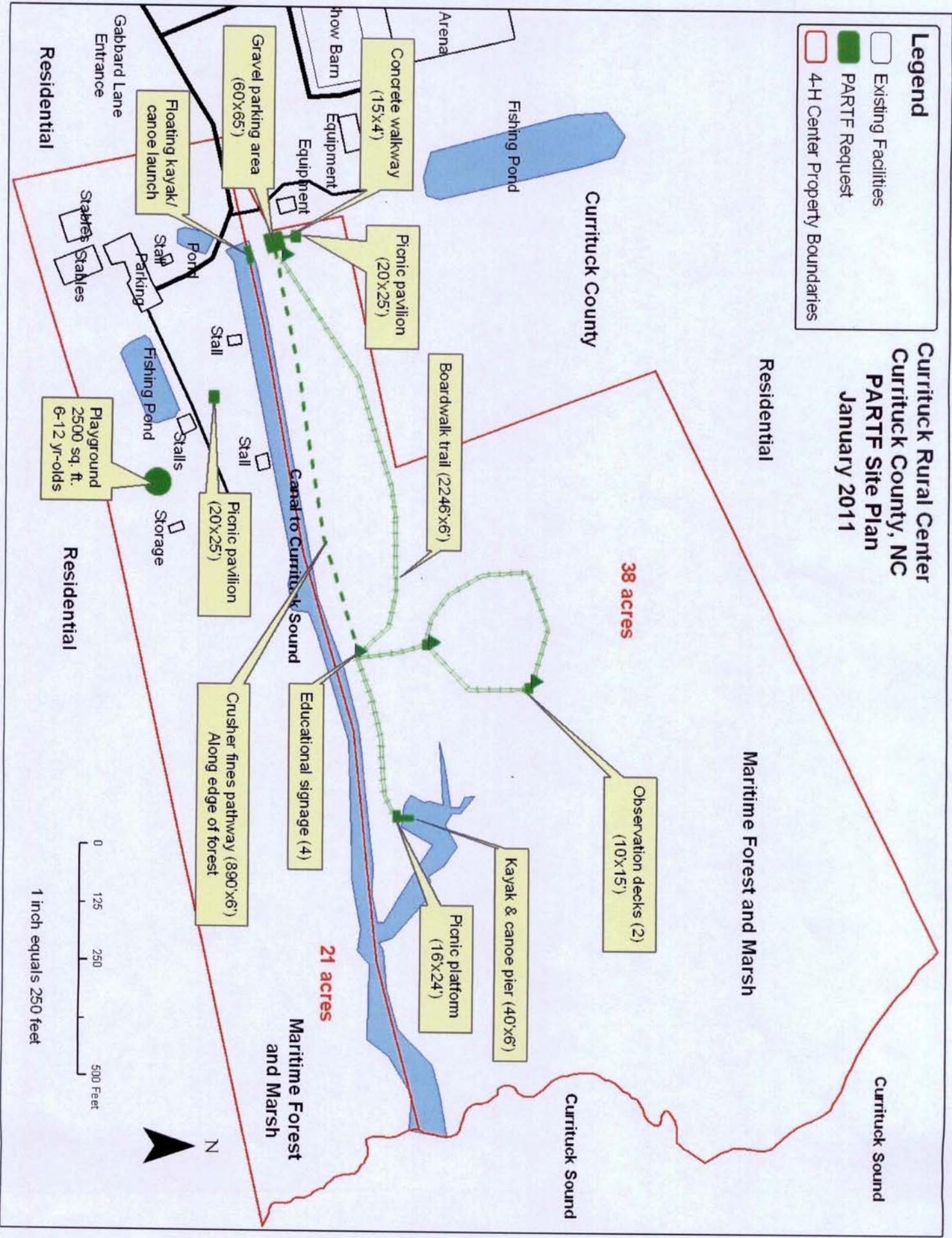
- **Kayak and canoe launch.** This will allow for recreational use of kayaks and canoes by local citizens as well as tourists. An ADA (Americans with Disabilities Act) compliant floating kayak and canoe launch would expand recreational opportunities to persons who are currently limited by the existing facilities. There also will be an ADA accessible walkway between the parking lot, launch, boardwalk and a covered picnic pavilion. A pier and picnic platform on the Sound will provide additional water access. A new 5-mile paddle trail will be created along the Currituck Sound, which will allow paddlers to safely enjoy the unique coastal marshes and wildlife in this section of the Sound. Parks and Recreation will offer kayaking and canoeing classes for residents and visitors during the summer months. The county hopes to obtain land near the new paddle trail to construct paddle camping platforms.
- **Maritime Forest and Marshland Boardwalk.** One of the best features of this park is its beautiful maritime forest and coastal marshland. A 2,245 foot boardwalk will allow residents and visitors to safely enjoy the natural beauty of the coastal environment. Educational signage will be installed along the boardwalk to highlight the plants and wildlife found in these unique ecosystems. The boardwalk also will be handicap accessible.
- **Playground and two picnic pavilions.** A 2,500 square foot playground area with equipment will serve 6-12 year-olds. A pavilion close to the playground will provide picnic opportunities.

With its access to the Currituck Sound and unique coastal ecosystems, Currituck County is committed to making the Currituck Rural Center one of the premier multi-use recreational facilities in eastern North Carolina. To achieve this goal, Currituck County has committed 1:1 cash match for the PARTF application.

Legend

- Existing Facilities
- PARTF Request
- 4-H Center Property Boundaries

**Currituck Rural Center
Currituck County, NC
PARTF Site Plan
January 2011**



CHANGE ORDER # 1

BAKER ROOFING of NORFOLK, LLC

PROFESSIONAL ROOFING CONTRACTOR
POST OFFICE BOX 1896
NORFOLK, VA. 23501
(757) 282-2223 EXT 15 FAX (757) 282-2227

DATE: 12-01-2010	PHONE: 919-420-7676 FAX:919-819-2811
JOB NAME: CURRITUCK JUDICIAL BUILDING	
JOB ADDRESS: 2801 CARATOKE HIGHWAY, CURRITUCK, NORTH CAROLINA 27929	
CONTACT: MR. ROB TATUM, R.R.C.-ATLAS ENGINEERING, INC.	
ADDRESS: 551A PYLON DRIVE, RALEIGH, NORTH CAROLINA 27606	

- TOP CHORD REPAIR- REPLACE 46 LF AT \$10.50 PER FOOT + \$483.00
- 1500 SQUARE FEET PLYWOOD DECK REPLACEMENT MINUS 1000 SQUARE FEET IN BASE BID
500 SQUARE FEET X \$1.50 PER SQUARE FOOT + \$750.00
- REPAIR SIX (6) MODIFIED GIRDER REPAIRS RECOMMENDED BY ATLAS ENGINEERING.
6 X \$460.00 (AREA J & H) + \$2760.00
- FOUR (4) TRUSS WEB REPAIR DETAIL 2/4.1 + \$ 1,240.00
- ONE GUSSET REPAIR (CLOSE TO AREA E) + \$65.00
- REPLACED DAMAGED TRUSS OR BRACES-(100 LF INCLUDED IN BASE BID)
30 FEET PERFORMED CREDIT 70 LF AT \$3.00 PER FOOT - \$210.00
- CREDIT FOR 20 PSI IN LIEU OF 25 PSI - \$717.18

TOTAL CHANGE ORDER ITEMS \$ 5,298.00
TOTAL CHANGE ORDER CREDITS \$ 927.18

TOTAL ADD FOR CHANGE ORDER #1- \$4,370.82

COUNTY OF CURRITUCK
I hereby certify that the above goods and services have been received and are in good order except as otherwise stated.

Department Head

Date

Account Code

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standards practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

PAYMENT TO BE AS FOLLOWS: NET 15

Authorized Signature **Tim Walter**

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: 12-15-10

Signature: [Signature]

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

[Signature]
Signature of Finance Director or Deputy

CHANGE ORDER # 2

BAKER ROOFING of NORFOLK, LLC

PROFESSIONAL ROOFING CONTRACTOR
POST OFFICE BOX 1896
NORFOLK, VA. 23501
(757) 282-2223 EXT 15 FAX (757) 282-2227

DATE: 12-01-2010	PHONE: 919-420-7676 FAX:919-819-2811
JOB NAME: CURRITUCK JUDICIAL BUILDING	
JOB ADDRESS: 2801 CARATOKE HIGHWAY, CURRITUCK, NORTH CAROLINA 27929	
CONTACT: MR. ROB TATUM, R.R.C.-ATLAS ENGINEERING, INC.	
ADDRESS: 551A PYLON DRIVE, RALEIGH, NORTH CAROLINA 27606	

1. PROVIDE A 20-YEAR LABOR AND MATERIAL WARRANTY FROM GAF MATERIAL CORPORATION ON SLOPED ROOFING.

TOTAL ADD FOR CHANGE ORDER \$3,700.00

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standards practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

PAYMENT TO BE AS FOLLOWS: NET 15

Authorized Signature **Tim Walter**

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: 12-15-10

Signature: [Handwritten Signature]

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

[Handwritten Signature]
Signature of Finance Director or Deputy

CURRITUCK COUNTY 'BUY LOCAL' CAMPAIGN

The Currituck County Tourism Department is making a proposal to the commissioners to fund a "buy local" campaign. Funds would be used to aggressively educate county citizens on the importance of buying goods and using services within the county's borders. The benefits of shopping local will be communicated through a variety of outlets, and an incentive program will be established to encourage participation.

Studies have shown that local retailers in communities operating "buy local" campaigns report stronger sales than those lacking such efforts. Several compelling studies demonstrate the increased local economic multiplier that results when people spend at local independent businesses, that independents give a greater percentage of sales to charities, and other economic arguments for supporting local businesses.

In March, 2009, the Currituck County Economic Development Board passed a resolution to support county purchasing and sourcing of goods and services with Currituck-based firms (when available). This resolution was later adopted as policy by the Currituck County Board of Commissioners. The proposed campaign will take this "buy local" initiative to the next level and help sustain local and independent businesses.

Local citizens, of course, are not the typical audience the tourism department promotes to. But considering the number of Currituck County businesses that have "gone under" in recent months, department staff feel it is vital to assist our county's businesses in keeping their doors open. Basically, if we don't take action there won't be any restaurants, gas stations, shops, etc. for vacationers to stop at on their way to the beach! And a decrease in sales tax means less funding for county services including schools, law enforcement, EMS, etc.

Suggestions and ideas from local business owners, Commissioners, Tourism Advisory Board members, Economic Development Board members, Chamber of Commerce Board members, and other stakeholders will be sought as the campaign is developed. Established "buy local" initiatives in other communities will be examined to determine the most efficient program for Currituck County.

The Tourism Department realizes that tracking the effectiveness of a "buy local" campaign would be a challenge, and most likely, very expensive. However, staff will make every effort to monitor (to the extent possible) the program and make necessary changes to ensure local businesses benefit from the increased advertising and awareness campaign.

The Tourism Department is excited about the prospect of carrying forward the mission of the Commissioners, Economic Development Board, and the Tourism Advisory Board to see local businesses thrive.

Campaign Development

- Exploration for brand and program information
- Brand articulation / graphics / tagline
- Campaign launch plan and public awareness initiative
- Campaign implementation: online promotion, print/radio advertising, presentations to local businesses/Chamber/civic groups, etc.



Proposed Additional Marketing Funds 2010-2011

TV commercials aired in target markets – Expand airing of commercials in target markets of Philadelphia, New Jersey and Delaware (approximately 2.5 million households; #4 market in the country)

Vendor: Eye Candy Digital Video (Moyock)

Cost: \$50,000

TV production, appearing on both web and broadcast channels – Produce videos that feature the local flavor (dining, shopping, historic attractions, etc.)

Vendor: Eye Candy Digital Video (Moyock)

Cost - \$25,000

Increased online advertising – SEO, pay-per-click, display ads, social network ads, etc.; will target late spring and early fall travelers

Vendors: Google, YouTube & Facebook, Ciniva Systems (Virginia Beach)

Cost: \$200,000 (\$182,000 paid directly to Google/YouTube/Facebook; \$18,000

management/design fee, media planning, and performance analysis paid to Ciniva)

E-blasts to potential visitors – Transfer e-blast campaign from current vendor (Ciniva) to a Currituck County vendor (VBL Technologies)

Vendor: VBL Technologies (Powells Point)

Cost: \$4,000

Golf marketing campaign – Expand the current campaign to market local golf courses

Vendor: OBX Golf Travel (Harbinger)

Cost - \$15,000

“Buy Local First” campaign – Develop a comprehensive “buy local first” campaign targeted at supporting unique, homegrown businesses in Currituck County. Campaign to include creating a mini-website, branding, print materials, e-campaign, etc.

Vendor: VBL Technologies (Powells Point) for mini-website development, Eye Candy Digital

Video (Moyock) for production of video ads, various printers and advertising outlets

Cost: \$30,000

Additional events promotion / development of a parking and traffic flow plan for Currituck Heritage Park & the 4-H Rural Center – Increase marketing for upcoming events that have the potential to bring visitors to Currituck County; hire a professional firm to develop a parking/traffic flow plan for Heritage Park (specifically for the annual July 4th Independence Day Celebration) and the 4-H Rural Center (for major events)

Events: Marsh Grass Music Festival, Currituck Rural Farm Festival & Open House, etc.

Vendors: Various advertising outlets, parking contractor

Cost: \$20,000

TOTAL - \$344,000

BUDGET AMENDMENT

The Currituck County Board of Commissioners as the Currituck County Tourism Development Authority, at a meeting on the 3rd day of January, 2011 , 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>
15447-513000	Utilities	\$ 19,500	
15447-526201	Playground Incentive		\$ 19,500
		<u>\$ 19,500</u>	<u>\$ 19,500</u>

Explanation: *Tourism Related Expenditures (15447)* - Transfer funds for tap fees to the Southern Outer Banks Water System for the Outer Banks Facilities.

Net Budget Effect: Occupancy Tax Fund (15) - No change.

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Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners as the Currituck County Tourism Development Authority, at a meeting on the 3rd day of January, 2011 , passed the following amendment to the budget resolution for the fiscal year ending June 30, 2011.

		Debit	Credit
<u>Account Number</u>	<u>Account Description</u>	<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
15442-539000	Unemployment Compensation	\$ 1,405	
15390-499900	Appropriated Fund Balance		\$ 1,405
		\$ 1,405	\$ 1,405

Explanation: *Tourism Promotion (15442)* - Increase appropriations for unemployment compensation for the charging year ending July 31, 2010.

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$1,405.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners as the Currituck County Tourism Development Authority, at a meeting on the 3rd day of January, 2011 , passed the following amendment to the budget resolution for the fiscal year ending June 30, 2011.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
15442-514000	Travel	\$ 3,400	
15442-526200	Promotional Efforts	\$ 350,700	
15442-514500	Training & Education		\$ 3,400
15350-465002	Co-Op Advertising		\$ 6,700
15390-499900	Appropriated Fund Balance		\$ 344,000
		<u>\$ 354,100</u>	<u>\$ 354,100</u>

Explanation: *Tourism Promotion (15442)* - Increase appropriations proposed additional marketing funds per proposal and for co-op advertising. Also to transfer funds from training & education to travel to attend additional travel shows rather than attending educational conferences.

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$350,700.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners as the Currituck County Tourism Development Authority, at a meeting on the 3rd day of January, 2011 , 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>
15447-587010	T T - Operating Fund	\$ 33,700	
15320-415000	Occupancy Tax		\$ 33,700
		<u>\$ 33,700</u>	<u>\$ 33,700</u>

Explanation: *Tourism Related Expenditures (15447)* - To transfer funds from Occupancy Tax to the Operating Fund for ATVs and boat for the Sheriff Department.

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$33,700.

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Clerk to the Board