



**BOARD OF COMMISSIONERS
AGENDA**

FEBRUARY 6, 2012

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REVISED

Currituck County
Board of Commissioners Agenda
Historic Currituck County Courthouse

Date: Monday, February 06, 2012 Time: 7:00 PM

Work Sessions

5:30 p.m. Closed Session according to GS 143-318.11(6) to discuss personnel

7:00 pm Call to Order

- A) Invocation
- B) Pledge of Allegiance
- C) Approval of Agenda
- D) Public Comment

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

Public Hearings

- A) **Public Hearing and Action** on proposed amendment to Section 9-1 of the Code of Ordinances to allow as an exception to the ordinance prohibiting discharge of firearms "turkey shoots" held as fundraisers but not for profit organizations.
- B) **Public Hearing and Action** on proposed appropriation and expenditure of county funds for an economic development project
DELETED
- C) **Public Hearing and action** on Resolution authorizing the filing of an application for approval of a financing agreement not to exceed \$10,000,000 for the design and construction of an Aviation Technical and Training Facility that will be a partnership with the College of the Albemarle to be constructed in Maple, NC.

Administrative Reports

- A) **Meteorologist Bill Sammler, presentation on Storm Ready Community**
- B) **Discussion on Occupancy Tax Legislation**
- C) **Presentation on State Building Code, Change of Use**

Old Business

- A) **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.

New Business

- A) **Consideration of Ordinance** Amending Section 10-128 of the Currituck Code of Ordinances
- B) **Consideration and action on contract** for purchase and sale of real property with Diane S. Owens for property located at 144 Gabbard Lane, Spot, NC
- C) **Award bid for the Corolla Greenway Trail Extension- Phase II**
- D) **Board Appointments:**
 - 1. Planning Board
 - 2. ED Board
- D2) Resolution to Establish Salary for the Office of Register of Deeds Pursuant to N.C. Gen. Stat. §153A-92
- E) **Consent Agenda:**
 - 1. Rates for Recreation Concessions
 - 2. Revised Project Ordinance for Design, Construction and Sitework for the Aviation and Technical Facility at Maple
 - 3. Rate Schedule for Parks & Recreation
 - 4. Budget Amendments
 - 5. Report of unpaid 2011 Real Estate Taxes
 - 6. Order Advertisement of Tax Liens
 - 7. Project Ordinance for Taxiway and Apron for the Maple Aviation and Technical Training Campus, Division of Aviation Grant 36244.10.5.1.
 - 8. Resolution to file an application for financing of the Aviation Training and Technical Facility in Maple.
 - 9. Approval of January 17 Minutes
- F) Commissioner's Report
- G) County Manager's Report

Adjourn

Special Meeting

Tourism Development Authority

Budget Amendments – TDA

Adjourn

1 **AN ORDINANCE AMENDING SECTION 9-1 OF THE CURRITUCK COUNTY CODE**
2 **OF ORDINANCES TO EXCEPT NOT FOR PROFIT GROUP “TURKEY SHOOT”**
3 **EVENTS FROM DISCHARGE OF FIREARM PROHIBITION**
4
5

6 WHEREAS, pursuant to N.C. Gen. Stat. §153A-121 a county may by ordinance define,
7 regulate, prohibit, or abate acts, omissions, or conditions detrimental to the health, safety, or
8 welfare of its citizens; and
9

10 WHEREAS, pursuant to N.C. Gen. Stat. §153A-129 a county may regulate the discharge
11 of firearms at any time or place except when used to take birds or animals, when used in the
12 defense of persons or property, or when used pursuant to the lawful directions of law
13 enforcement officers.
14

15 NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners for the
16 County of Currituck as follows:
17

18 **Part I. Section 9-1. Discharge of firearms prohibited.** of the Currituck County Code of
19 Ordinances is amended to read as follows:

20 Sec. 9-1. - Discharge of firearms prohibited.

21 (a) Near residences. It is unlawful for any person to discharge a rifle, shotgun, handgun
22 or any firearm within 100 yards of any regularly occupied residence without written permission
23 of the regular occupant and owner of such residence which the person shall carry at all times
24 relevant to this section.

25 (b) On or across roadways. It is unlawful for any person to discharge a rifle, handgun,
26 shotgun or any firearm on or across any public road, highway, or public vehicular area.

27 (c) Firing near school. It shall be unlawful to discharge a center fire rifle within one-half
28 mile of any school unless such discharge occurs with at least 200 yards of woodlands or forest
29 intervening between such discharge and the school.

30 (d) Firing at targets. It shall be unlawful to discharge any rifle, handgun, shotgun or other
31 firearm into any target which has a substantial backdrop within 100 yards of any subdivision
32 with or without permission. However, it shall be lawful to discharge any rifle, handgun, shotgun
33 or other firearm into any target which has a substantial backdrop, so long as said discharge is 300
34 yards away from any regularly occupied residence, except by permission of the regular occupant
35 and owner of such residence.

36 (e) Firing when not in woodlands. When firing a center fire rifle into any area of
37 Currituck County not forested or woodlands, it shall be unlawful for any person to discharge or
38 fire said rifle unless the level of the rifle be at least ten feet off the ground, or in a stand which is

39 at least eight feet high, or when standing on the top of a dog box situate in the bed of a truck
40 when said dog box is at least two feet in height.

41 (f) Forest or woodlands. For purposes of this section forest or woodlands is defined as a
42 large and thick collection of growing trees, preserving some or all of its primitive wildness and
43 usually having game or wild animals in it.

44 (g) Impairing substances. It shall be unlawful to discharge any rifle, handgun, shotgun or
45 any other firearm while under the influence of any impairing substance.

46 (h) Exception. This section shall not apply to the following: the use of firearms in
47 defense of persons or property or the use of firearms by law enforcement officers in the
48 performance of their duties, or in an indoor firing range.

49 (1) the use of firearms in the defense of persons or property.

50 (2) the use of firearms by law enforcement officers in the performance of their
51 duties.

52 (3) the use of firearms in an indoor firing range.

53 (4) the discharge of firearms at “turkey shoots” when:

54 i. the “turkey shoot” is sponsored and conducted by a not-for-profit
55 organization;

56 ii. no occupied house, building in use or roadway is located behind a
57 target in the line of fire within a distance of 300 yards from the target;

58 iii. only shotguns are used during the “turkey shoot” with shot size #8 or
59 less;

60 iv. no alcohol is consumed on the premises of the “turkey shoot” while
61 the shoot is in progress;

62 v. no persons having the odor of alcohol are participating in the “turkey
63 shoot”;

64 vi. the “turkey shoot” event occurs between the hours of 12:00 p.m. and
65 8:00 p.m. on Friday or Saturday;

66 vii. the property where the “turkey shoot” is located is fenced, posted or
67 otherwise restricted so that access to the site is controlled to insure safety
68 of contestants, spectators and the general public; and

69 viii. a backstop is located behind the targets to stop all projectiles shot
70 from the firing line to the target.

71 For purposed of this section, "turkey shoot" is defined as a shooting match or contest in
72 which powder burning shotguns are used and prizes awarded for marksmanship.

73 (i) Penalty. Any violation of this section shall be a misdemeanor and upon conviction shall be
74 punishable by fine of not more than \$500.00 or by imprisonment for not more than 30 days.

75 **PART II. Severability.** Should any section or provision of this ordinance be declared invalid or
76 unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of
77 the ordinance as a whole or any part thereof other than the part declared to be invalid or
78 unconstitutional.

79 **PART III. Effective date.** This ordinance shall be effective immediately upon its adoption.

80
81 ADOPTED the _____ day of February, 2012.

82
83 _____
84 John D. Rorer, Chairman

85
86 ATTEST:
87 _____
88 Gwen H. Keene
89 Clerk to the Board

90
91 APPROVED AS TO FORM:
92 _____
93 Donald I. McRee, Jr.
94 County Attorney

95
96 Date adopted: _____

97
98 Motion to adopt by Commissioner _____

99 Second by Commissioner _____

100 Vote: _____ AYES _____ NAYS

101



Currituck County

Post Office Box 70
Currituck, North Carolina 27929
252-232-3055
FAX 252-232-3026
www.currituckgovernment.com

MEMORANDUM

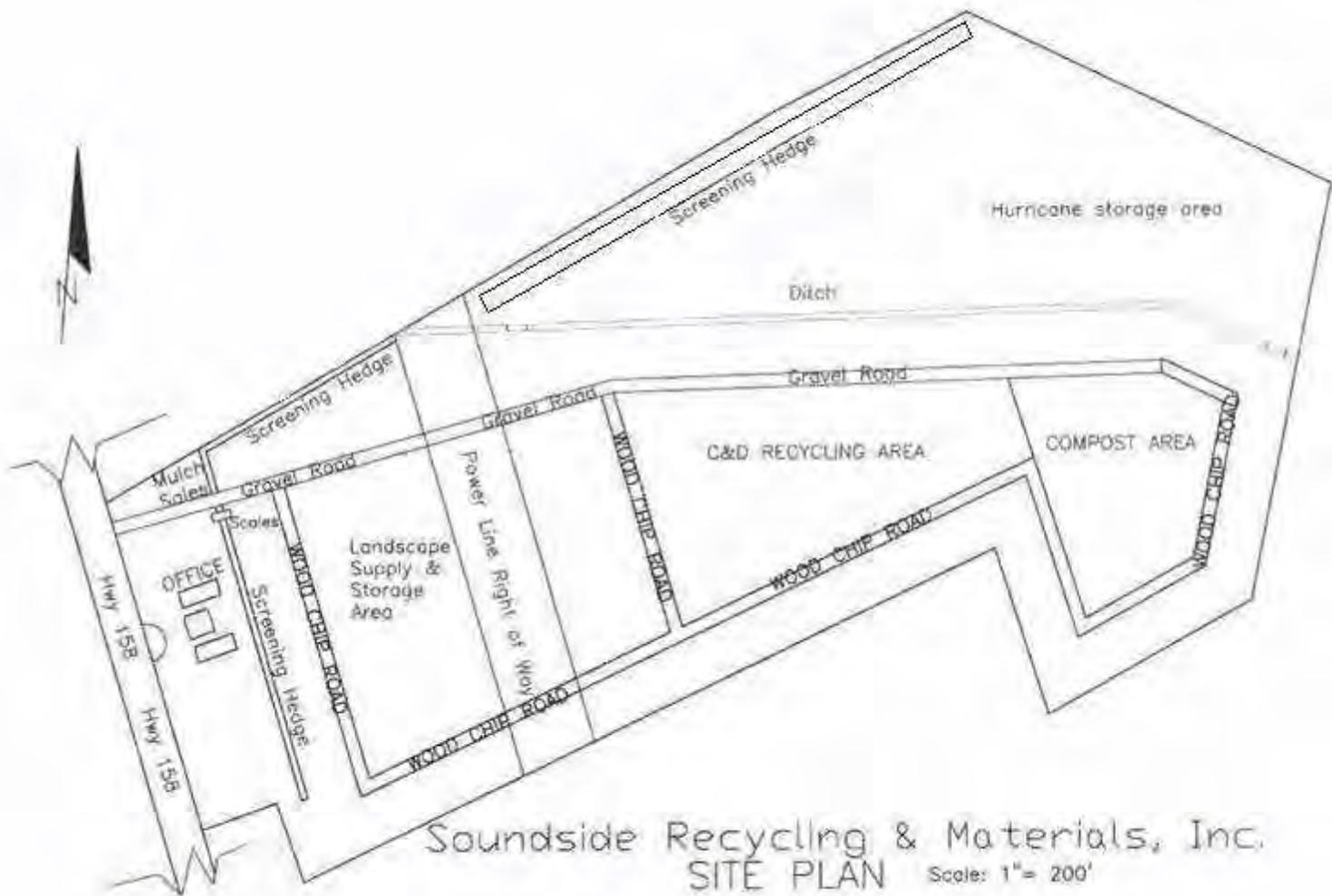
Date: January 26, 2012
To: Board of Commissioners
From: Planning Staff
Re: **PB 00-15 Soundside Recycling**

On December 6, 2010, the Board of Commissioners granted Soundside Recycling a one-year extension of the Special Use Permit (SUP) for a demolition landfill (recycling center). This extension required that all state permits needed to relocate operations east of the power transmission lines be issued within one year and that the applicant comply with all county ordinances within 90 days of the extension.

According to quarterly updates and recent correspondence with Racy Newbern, the State permit for the relocation of materials and operations was issued in March 2011. A pre-operative condition of the State permit is to provide a surety guarantee prior to operation of the new facility. The surety guarantee was secured in November 2011. Mr. Newbern stated that improvements to the site are underway to achieve compliance with the relocation requirement of the special use permit.

Prior to the February 6, 2012 Board of Commissioners meeting, staff will inspect the property to ensure the site complies with the relocation requirement of the SUP. A summary will be provided at the public hearing.

This special use permit was extended to February 6, 2012 and the applicant is requesting a renewal. The current special use permit and site plan are enclosed. Should you have any questions, do not hesitate to contact Ben Woody at 232-3055.



Soundside Recycling & Materials, Inc.
 SITE PLAN Scale: 1" = 200'

Department of Planning
153 Courthouse Road, Suite 110
Currituck, North Carolina 27929
Telephone (252) 232-3055 / Fax (252) 232-3026

SPECIAL USE PERMIT GRANTED

On the date(s) listed below, the Board of Commissioners for the County of Currituck met and held a public hearing to consider the following application:

Owner: HD/Marlene Newbern
7519 Caratoke Hwy.
Jarvisburg, NC 27947

Applicant: HD (Racy) Newbern IV
7565 Caratoke Hwy.
Jarvisburg, NC 27947

Property Location: East side of Caratoke Hwy. approximately 200' south of the intersection with SR 1156 (North Rover Road)

Project: PB 00-15 Soundside Recycling – Special Use Permit Renewal

Proposed Use: Demolition Landfill

Meeting Date: December 6, 2010 – Board of Commissioners' Hearing/Action

Having heard all the evidence and argument presented at the hearing, the Board finds that the application is complete, that the application complies with all of the applicable requirements of the Currituck County Unified Development Ordinance for the development proposed, and that therefore the application to make use of the above described property for the purpose indicated is hereby approved subject to all applicable provisions of the Unified Development Ordinance and the following conditions:

- (A) 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.
- (B) This special use permit was approved for a one-year extension, December 6, 2010 – December 6, 2011, as the conditions under which it was granted are met.
- (C) Other conditions:

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 Department.

Approximate Acreages:

Recycling Area	3.4 acres
Compost Area	2.0 acres
Hurricane Storage Area	8.5 acres

2. That the mulch sales storage area not exceed 6' in height, 100' in length and 60' in width.
3. That no demolition storage pile areas exceed 15' in height.
4. 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.
5. That the berm height shall be uniform, complete, and continuous.
6. That the applicant will be permitted one (1) permanent sign and one (1) temporary sign for the business.
7. 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.
8. 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 shall be within 400' of all portions of any structure.
 - e. Plant growth shall be maintained in order to prevent wind blown debris escaping the site.
9. That the hours of operation be set at 7:30 a.m. to 5:00 p.m. weekdays and 7:30 a.m. to 12 noon on Saturdays with no operations allowed on Sundays.
10. 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.
11. Suggested Staff Findings of Fact:

a. **OWNER**
HD(Racy)Newbern IV
7565 Caratoke Hwy.
Jarvisburg, NC 27947
(252) 491-5744

APPLICANT
HD/Marlene Newbern
7519 Caratoke Hwy.
Jarvisburg, NC 27947
(252) 453-3032

- b. 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.
 - c. The property is being utilized as a recycling center.
 - d. 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.
 - e. 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.
 - f. According to county Zoning Maps, the nearest dwelling to the existing recycling area is approximately 300 feet west.
 - g. The mulch stockpile sales area will be located east of the power line right-of-way.
 - h. 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.
 - i. 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"
 - j. The 1990 Land Use Plan classifies this land as "Limited Transition".
 - k. The proposed site is located along a Minor Arterial in the County's Thoroughfare Plan.
 - l. According to the application, the storage area will not increase the county's ability to provide facilities in anyway.
12. All State permits needed to move the operation east of the power transmission lines shall be issued within one year.
13. Quarterly progress reports shall be filed with the Planning Department.
14. The applicant shall be in compliance with all county ordinances within 90 days.

IN WITNESS WHEREOF, the County has caused this permit to be issued in its name, and the property owners/applicants of the property above described, do hereby accept this Special Use Permit together with all its conditions, as binding on them and their successors in interest.

ATTEST:

_____(Seal)
Clerk to the Board

Date

Chairman
Board of Commissioners

(NOT VALID UNTIL FULLY EXECUTED)

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

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

Currituck County Finance Officer

NORTH CAROLINA

CONTRACT FOR PURCHASE OF PROPERTY

CURRITUCK COUNTY

THIS CONTRACT FOR PURCHASE OF PROPERTY ("Contract") is made and entered into this ____ day of February, 2012, by and between DIANE S. OWENS and husband, GARRY D. OWENS, (collectively, "Seller"), to COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina, ("Buyer").

STATEMENT OF PURPOSE

Seller is the owner of that certain tract of land located in Currituck County, North Carolina, as more particularly described below. Buyer desires to acquire from Seller the Property (as defined below) upon the terms and conditions contained in this Contract. Seller is willing to sell and convey the Property pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, the Purchase Price (as defined below), and other good and valuable consideration, to Seller in hand paid, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. Description of Subject Property. Buyer hereby agrees to buy and Seller hereby agrees to sell to Buyer, both upon the terms and conditions contained herein, the property now owned by Seller described as follows:

a. All that certain lot or parcel of land located at 144 Gabbard Lane in Poplar Branch Township, Currituck County, North Carolina more particularly described as follows:

Being all of that property described in Deed Book 209, Page 536 of the Currituck County Registry.

b. All rights, privileges, and easements appurtenant to the Land, including all rights of view, light and air, water rights, rights of way, roadways, parking areas, roadbeds, alleyways and reversions or other appurtenances used in connection with the beneficial use of the Land.

c. All improvements and fixtures located on the Land and all buildings, structures and amenities currently located on the Land, if any (hereinafter called the "Improvements").

All of the items described in Subparagraphs (a), (b) and (c) above are hereinafter collectively called the "Property."

2. Purchase Price. The purchase price ("Purchase Price") to be paid by Buyer for the Property shall be \$112,000.00. The Purchase Price shall be payable by Buyer to Seller as follows (check applicable box and complete terms):

a. A good faith binder and partial down payment of \$5,000.00 ("Binder") to be applied to the Purchase Price at Closing, which shall be paid by Buyer to Seller no later than 5:00 p.m. on the seventh day (the "Delivery Date") following the date upon which all parties have fully executed this Contract.

b. The balance of the Purchase Price shall be due in immediately available funds at Closing, subject to price adjustments and prorations as provided below in this Contract, against which the Binder shall be applied at Closing.

3. Survey. Within five (5) days from the date of this Contract, Seller shall deliver to Buyer any and all boundary and physical surveys of the Property in the Seller's possession or reasonably available to Seller. Furthermore, the Buyer, may at its own expense, obtain a current boundary and physical survey (the "Survey") of the Property to be prepared by a registered land surveyor for the purposes of determining the exact legal description of the Property. If Buyer so elects, the Buyer may rely upon any survey delivered by the Seller and that survey shall be deemed the "Survey" for purposes of this Contract. In the event the Survey, as finally agreed upon, reveals anything which materially and adversely affects the Property, then Buyer may by written notice terminate this Contract and receive an immediate refund of the Binder and any extension Payment.

4. Closing Date. Subject to the extensions provided in this Contract, the Closing of the sale and purchase of the Property (the "Closing") shall take place no later than thirty (30) days after the end of Buyer's Inspection Period (as defined below) but at the election of Buyer, upon five (5) days advance written notice to Seller, Buyer may elect to close prior to said date. The Closing shall take place at a mutually-agreed location within the county where the Property is located. The date of the Closing shall be referred to in this Contract as the "Closing Date." Once the Effective Closing Date is determined as defined below, all references in this Contract to the "Closing" and the "Closing Date" shall be read as if the words "Effective Closing Date" were substituted in their place.

5. Title to the Property.

At the Closing, Seller shall deliver to Buyer a general warranty deed in form and content reasonably satisfactory to Buyer with documentary or other required stamps to be affixed thereto at Buyer's expense, conveying to Buyer a good, indefeasible, fee simple, marketable and insurable title to the Land, its appurtenances and Improvements, if any, said title to be insurable both as to fee and marketability at regular rates by a title insurance company of Buyer's choice (the "Title Company"), without exception except as to those matters specifically enumerated in this Paragraph 5.

The Land, its appurtenances and the Improvements shall be conveyed by Seller to Buyer free and clear of all liens, encumbrances, claims, rights-of-way, easements, leases, restrictions and restrictive covenants except the following:

i. rights-of-way of streets, so long as they do not materially interfere with the use of the Property for commercial mixed-use development;

- ii. general utility easements and rights-of-way in customary form, so long as they do not interfere with the use of the Property for governmental and public use;
- iii. zoning and building laws or ordinances, provided they do not prohibit the use of the Property as provided in this Contract and so long as the Property is in compliance with same;
- iv. Currituck County ad valorem taxes for the year in which Closing occurs;
and
- v. matters revealed by the Survey once approved by Buyer.

If, in the opinion of Buyer, Seller's title fails to meet the requirements of this Paragraph 5, then any such deficiency shall be specified in writing to Seller no later than the end of the Buyer's Inspection Period (described below), and Seller shall have the option for a period of ten (10) days thereafter to cure such deficiency to the satisfaction of Buyer at Seller's sole cost and expense. If Seller fails to cure such defect(s) prior to Closing, Buyer shall have the option of: (i) taking title "as is" and consummating the Closing; (ii) extending the Closing for a reasonable period of time to enable Seller to cure such deficiency if Seller is attempting to cure same, (iii) terminating this Contract and receiving an immediate refund of the full amount of the Binder, or (iv) if the defect(s) can be cured by a monetary payment, making such payment and reducing by a like amount the cash due to Seller at Closing.

6. Buyer's Inspection Period.

a. For purposes of this Contract, the phrase "Buyer's Inspection Period" shall be the period commencing on the Delivery Date and ending at 11:59 p.m. E.S.T. on the thirtieth (30th) day following the Delivery Date, except that Buyer's Inspection Period shall be extended one (1) business day for each day in Seller's delay in delivery of the documents or other items required to be delivered by Seller under this Contract.

b. Buyer, with Seller's reasonable cooperation, shall make all such inspections as it deems desirable within the Buyer's Inspection Period. Buyer agrees to indemnify and hold Seller harmless from all liabilities, claims, damages, liens, costs and expenses (including reasonable attorneys' fees) in connection with its inspection of the Property. Buyer is authorized to conduct customary environmental inspections. Notwithstanding anything to the contrary, in the event of a release or similar occurrence resulting in liability to Buyer under any environmental law, rule or regulation, Seller agrees to indemnify and hold Buyer harmless from all liabilities, claims, demands, liens, costs and expenses (including reasonable attorneys' fees) in connection therewith.

c. Within five (5) days from the date of this Contract, Seller shall provide Buyer copies of all title information in Seller's possession or reasonably available to Seller including, but not limited to, title insurance policies, attorneys' opinions on title, copies of all documents relating to all title exceptions, surveys, site plans, deeds, deeds of trust, promissory notes, loan agreements relating to the Property, plans, drawings, studies, and zoning letters, certificates or other information.

d. If, during the Buyer's Inspection Period, Buyer is not satisfied with any of the matters inspected or reviewed by it with respect to the Property, Buyer may elect in its sole and absolute discretion to terminate the Contract by giving written notice of such decision to Seller. Upon such notification, the full amount of the Binder (plus interest) shall be returned to Buyer. Failure to provide notice prior to the end of the Buyer's Inspection Period shall be deemed a waiver of the Buyer's rights to such termination under this Contract.

7. Closing Costs. Seller shall pay for the preparation of the deed to the Property and the cost of discharging any mortgage, lien or title encumbrance other than those permitted under this Contract. Buyer shall be responsible for the cost of recording the deed, land transfer tax and any instruments to be recorded under the terms of this Contract with respect to the Property. Except as otherwise provided herein, each party shall bear its own expense or expenses, including its own attorneys' fees.

8. Settlement Adjustments. Unless otherwise specified in this Contract, all income, expenses and costs related to the Property shall be prorated as of the day the Closing actually occurs (the "Effective Closing Date") as follows:

a. Seller shall pay all ad valorem property taxes respecting the Property for that portion of the calendar year through the day before the Effective Closing Date, and Buyer shall pay the remaining portion of the ad valorem property taxes; in the event either the tax assessment or tax rate for the year in which the Closing occurs is not known as of the Effective Closing Date, the parties shall prorate at Closing on the basis of the last known values and rates and adjust the prorations once such become known for said year.

b. Any income from the Property accruing or relating to the period through the day before the Effective Closing Date shall be paid to Seller. All other income of the Property accruing or relating to the period commencing on the Effective Closing Date and thereafter shall be paid to Buyer.

To the extent that the amount of any of the items above shall not be available for exact proration as of the Effective Closing Date, Seller or its representative and Buyer or its representative shall meet as soon after the Closing as possible and compute and settle and adjust or readjust the closing prorations between the parties as of the Effective Closing Date.

9. Maintenance of the Property. Between the Delivery Date and the Closing Date, Seller shall continue to maintain the Property in good condition and repair, ordinary wear and tear alone excepted, and shall not cause or permit any waste respecting the Property. Seller shall not take any action which would adversely affect the value of or title to the Property.

10. Brokerage Commission. Seller and Buyer mutually acknowledge and represent that they have dealt with no broker in connection with this transaction. Each party agrees to indemnify and hold the other harmless from and against any and all other claims, demands or the cost and expense thereof, including reasonable attorneys' fees arising out of any other brokerage commission, fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Contract based upon an agreement alleged to have been made or other action alleged to have been taken by the indemnifying party.

11. Eminent Domain. If, prior to the Closing Date, all or any part of the Property is taken by eminent domain or if condemnation proceedings are commenced, Buyer shall have the option, by giving written notice to Seller, to terminate this Contract and receive an immediate refund of the full amount of the Binder plus interest earned thereon. If Buyer does not so elect to terminate this Contract, the Contract shall remain in full force and effect, and Seller shall assign, transfer and set over to Buyer at the Closing all of Seller's right, title and interest in and to any awards that may be made for such taking.

12. Representations and Warranties of Seller. In addition to the other warranties and representations set forth in this Contract, Seller makes the following representations and warranties to Buyer, each of which shall be deemed material:

a. The Property now is, and at the Closing will be, in full compliance with applicable zoning and land use laws, and other local, state or federal laws and regulations; and Seller does not have knowledge of any proposed change (except as provided in this Contract) in any such code, law or regulation which would interfere with the intended use of the Property. All licenses and permits required by any governmental authority having jurisdiction over the Property have been validly issued and are in full force and effect.

b. Seller currently owns, or will own at the Closing Date, a marketable and insurable fee simple title to the Property, subject only to those exceptions listed in Paragraph 5 above, free and clear from all liens and encumbrances.

c. Seller has entered into no agreement or lease, oral or written, that will be binding upon Buyer or the Property, and neither Seller nor the Property is subject to any claim, demand, suit, unfiled lien, proceeding or litigation of any kind, pending or outstanding, or threatened or likely to be made or instituted which would in any way be binding upon Buyer or its successors or assigns or affect or limit Buyer or its successors or assigns in the full use and enjoyment of the Property or which would limit or restrict in any way Seller's right or ability to enter into this Contract and consummate the sale and purchase

d. There are no taxes, charges or assessments of any nature or description arising out of the conduct of Seller's use of the Property which would constitute a lien against the Property and that will be unpaid at the Closing Date or not paid from the Seller's Closing proceeds, except for the lien of ad valorem property taxes for the year in which the Closing occurs.

e. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

f. Seller shall refrain from undertaking any cutting of trees or material or significant changes to the topography of the Land or the Property, without the express written consent of Buyer, including the disposal of waste or debris upon the Property.

g. All representations and warranties of Seller contained in this Contract are true and correct as of the date of this Contract and will be true and correct as of the Closing Date.

13. Conditions to Buyer's Obligations. In addition to the other conditions set forth in this Contract, the obligations and liabilities of Buyer shall in all respects be conditioned upon the satisfaction of each of the following conditions prior to or simultaneously with the Closing, any of which may be waived by written notice from Buyer to Seller:

a. Seller shall have delivered to Buyer on or before the Closing Date all of the items required to be delivered under this Contract.

b. Buyer shall have received letters or certificates from suppliers of electricity, water, sewer, natural gas and telephone service to the Property that the Property is served or will be served by the applicable utility, that said utility enters or will enter the Property through a valid right of way or easement and that full service is currently available or will be available to the Property without the acquisition by utility company or Buyer of additional rights of way or easements.

c. Seller has complied with and otherwise performed each of the covenants and obligations of Seller set forth in this Contract.

d. All representations and warranties of Seller as set forth in this Contract shall be in all respects true and correct as of the Closing Date.

e. There has been no material and adverse change to the title to the Property which has not been cured, and the Title Company has issued an owner's title insurance commitment on the Property and is prepared to issue to Buyer upon the Closing a fee simple owner's policy as required by Paragraph 5 of this Contract.

f. There has been no material, adverse change to the existing topography and landscaping (including without limitation, trees) located upon the Property and no material waste has occurred thereon.

14. Environmental Matters.

a. Representations and Warranties. Seller represents and warrants that no portion of the Property consists of filled land and the Property does not contain any hazardous wastes, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, The Clean Air Act and the Clean Water Act, and in any amendments thereto, or in any regulations promulgated pursuant thereto, or in any applicable state or local law, regulation or ordinance.

b. Inspection and Remedies. As soon as possible after execution of this Contract, Buyer may obtain, at Buyer's sole expense, from a reputable company a written report certifying to the Buyer, after all reasonable inspection and testing, that the Property is free from any and all contamination and/or evidence of contamination from hazardous wastes, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, or in any amendments thereto, or in any regulations promulgated pursuant thereto, or in any applicable state or local law, regulation or ordinance. If such report discloses any matters adverse to the interests of the Buyer, the Seller shall, at Buyer's option, to be made known to Seller prior to expiration of Buyer's Inspection Period:

i. Remedy and/or cause to be remedied at Seller's sole expense the defect or contamination, and the Buyer's obligation to close under this Contract shall accordingly be postponed until a date sixty (60) days after Seller delivers to Buyer written evidence satisfactory to Buyer that the defect or contamination has been remedied.

ii. Convey the Property to the Buyer at a price equal to the Purchase Price less the Buyer's estimated cost to complete remedying the defect or contamination, together with the written indemnification of the Seller and all of the principals or partners in Seller for all such costs in excess of such estimate. The Closing shall be extended for a reasonable time sufficient to enable the Buyer to reasonably estimate the cost of remedying such contamination or defect.

iii. Terminate this Contract and all rights of the Seller hereunder and receive a full refund of the Binder plus interest.

c. Mutual Environmental Indemnity. Notwithstanding anything to the contrary, Seller agrees to indemnify and hold Buyer harmless from and defend Buyer against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) in connection with asbestos, hazardous wastes or toxic substances placed upon the Property prior to the Closing. Buyer agrees to indemnify and hold Seller harmless from and defend Seller against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) in connection with asbestos, hazardous wastes or toxic substances placed upon the Property from and after the Closing. Each indemnitee shall have the right to participate in the selection of counsel and to approve said counsel. In the event of a settlement or other negotiated resolution of any dispute relating to this indemnity, the indemnitee shall be entitled to approve the terms and conditions of any such settlement or resolution, provided however, consent to same shall not be unreasonably withheld. In addition, should any indemnitor fail to fulfill the terms and conditions of its indemnity pursuant to this Paragraph 14, the indemnitee shall also be entitled to recover its reasonable attorneys' fees and costs in enforcing its rights under this indemnity.

15. General Indemnities. Seller agrees to indemnify and hold Buyer harmless from all losses, damages, costs and expenses, including without limitation, reasonable attorneys' fees incurred by Buyer subsequent to the date of this Contract: (a) by reason of any litigation relating to the Property and arising from acts, occurrences or matters that took or take place prior to the date of Closing, or (b) arising hereunder or under any agreements requiring Seller to construct, improve or complete the Property or to make repairs, provided that the obligation to construct, improve, repair or complete is or became effective prior to the Closing.

Buyer agrees to indemnify and hold Seller harmless from all losses, damages, costs and expenses including, without limitation, reasonable attorneys' fees incurred by Seller subsequent to Closing: (a) by reason of any litigation relating to the Property and arising from acts, occurrences or matters that take place on or subsequent to the Closing or (b) arising under any agreements requiring Buyer to construct, improve or repair the Property provided that the obligation to construct, improve or repair is or became effective on or subsequent to the Closing.

16. Closing Documents.

a. At Closing, the Seller shall deliver to Buyer the following:

i. a duly executed and acknowledged general warranty deed in recordable form conveying good, fee simple and marketable title to the Land and Improvements with full warranties, free and clear of all liens and encumbrances, except as provided in this Contract;

ii. a duly executed lien affidavit warranting and holding Buyer and the Title Company harmless against unpaid laborers' and materialmen's liens;

iii. such other documents as Buyer or the Title Company may reasonably request to evidence Seller's authority to execute and perform under this Contract and to execute and deliver all documents conveying the Property to Buyer;

iv. a certificate given under penalty of perjury and on a form approved under regulations promulgated under Section 1445 of the Internal Revenue Code of 1986, as amended, that Seller is not a foreign person;

v. all other documents required by this Contract to be delivered by Seller; and

vi. such other documents and papers which may be necessary to the consummation of the transaction described in this Contract as may be reasonably requested by Buyer.

b. At Closing, Buyer shall deliver to Seller:

i. any outstanding balance of the Purchase Price due; and

ii. such other documents and papers which may be necessary to the consummation of the transaction described in this Contract as may be reasonably requested by Seller.

17. Escrow of Binder. The Binder shall be held in escrow (“Escrow”) by Seller (“Escrow Agent”) subject to the terms and provisions of this Contract. The Escrow Agent shall hold and disburse the Binder in accordance with the terms and provisions hereof. At Closing, in accordance with the terms of this Contract, the full amount of the Binder shall be delivered by the Escrow Agent to the Seller.

18. Assignment. The Buyer may assign this Contract to another person or entity only upon the written approval of the Seller, which shall not be unreasonably withheld, conditioned or delayed, provided that the assignee shall be liable for performance of Buyer’s obligations under this Contract.

19. Default and Remedies.

a. In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Contract or in the event any of the representations and warranties contained in this Contract are not true and correct as of the date of this Contract and as of the Closing Date, Buyer shall have the right to enforce an action in equity for specific performance, sue for damages available at law or terminate this Contract by giving written notice to Seller and receive an immediate refund of the Binder.

b. In the event of a default or breach by Buyer of any of the covenants or conditions or obligations of Buyer under this Contract, Seller’s sole and exclusive remedy shall be to give written notice thereof to Buyer and to retain the Binder as full liquidated damages, actual damages being difficult if not impossible to ascertain and the parties having made a bona fide effort to estimate Seller’s damages.

20. Entry. Buyer shall have the right to enter upon the Property at anytime after the date of this Contract for any purpose including but not limited to site planning, surveying and environmental inspections. Such entry right shall be exercised so as to not unreasonably interrupt any activities of Seller.

21. Miscellaneous.

a. Survival of Provisions. All the warranties, representations and indemnities contained herein shall, as applicable, survive the Closing and the delivery of the deed and other documents.

b. ERISA Representation. Seller is not an “employee benefit plan” within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and none of Seller’s assets constitute assets of any such “employee benefit plan” (“plan assets”) as defined in 24 CFR Section 2510.3-101 or other applicable law governing the definition of “plan assets” of such “employee benefit plans.”

c. Designation Agreement. The parties designate Seller as the person responsible for filing Form 1099 with the Internal Revenue Service following the consummation of the transactions described in this Contract. By execution of this agreement below, said party accepts and agrees to be bound by this designation. The parties intend that this Section shall constitute a “designation agreement” within the meaning of 26 CFR Section 1.6045-4, as the same may be amended from time to time. The address for Seller is set forth below.

d. Notices. Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given when hand delivered, deposited in Federal Express (or any other national “next day” delivery service) or in the United States mail via registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

SELLER:

Diane S. Owens
188 Harbinger Ridge Road
Harbinger, NC 27941

BUYER:

County of Currituck
Att: County Manager
P.O. Box 39
Currituck, NC 27929

Either party may, from time to time, by notice as provided above, designate a different address to which notice to it shall be sent.

e. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

f. Entire Agreement. This Contract and the attached Exhibit(s) contain the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreements or instruments are merged in this Contract, and no amendment to this Contract shall be effective unless the same is in writing and signed by the parties.

g. Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

h. Rule Against Perpetuities. Notwithstanding anything to the contrary, for the purposes of prevention of the application of the Rule Against Perpetuities, thereby insuring the enforceability of this Contract, the Closing shall not be extended beyond twenty (20) years from the date hereof for any reason.

i. Captions and Headings. The captions and headings throughout this Contract are for convenience and reference only, and the words contained in such captions and headings shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Contract.

j. Counterpart Originals. This Contract has been executed in two (2) originals, and Seller and Buyer each acknowledge receipt of one of the executed originals.

k. Acceptance. The submission of the Contract by Buyer to Seller constitutes an offer which shall become null and void unless Seller has executed both originals and returned a fully executed, sealed and acknowledged original to Buyer before 5:00 o'clock p.m. E.S.T. on the tenth (10th) day after the date of Buyer's execution of this Contract.

l. Memorandum of Agreement. Upon the request of either party, the other shall execute and acknowledge a memorandum of this Contract in recordable form sufficient to identify the parties, the Property and the Closing Date. If a party fails to execute and acknowledge said memorandum upon request, the other is authorized to execute, acknowledge and record same on its behalf as attorney-in-fact for said limited purpose.

22. Risk of Loss/Damage/Repair. Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate this Contract, and the Binder shall be returned to the Buyer.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by authority duly granted as of the date set forth below each signature.

SELLER:

_____(SEAL)
Diane S. Owens

_____(SEAL)
Garry D. Owens

BUYER:

ATTEST:

Clerk to the Board

John D. Rorer, Chairman
Currituck County Board of Commissioners

(COUNTY SEAL)

Exhibit A
Legal Description

Exhibit B
Additional Provisions

Exhibit C
Permitted Encumbrances

None.

January 27, 2012

Mr. Ben Woody, County Planning Director
Currituck Historic Courthouse
153 Courthouse Road, Suite 110
Currituck, NC 27929

SUBJECT: Currituck County Multi-Use Path
Corolla Greenway Trail Extension – Phase II
Rivers File 2009133

Dear Mr. Woody:

The subject project was advertised in a newspaper of general circulation at least seven (7) days prior to receipt of bids, a pre-construction conference was held at least ten (10) days prior to the advertised date of the bid opening, and bids were received and opened at the prescribed time, place, and manner all as required by North Carolina's general statutes. Sealed bids were received and thereafter publicly opened and read at 2:00 PM on January 17, 2012 in the Conference Room at the Currituck County Corolla Satellite Office.

Plans and specifications were mailed to eight (7) contractors upon their request in addition to numerous plan rooms. The project was very competitively bid with a total of eight (8) bids received.

The submitted bids have been tabulated and have been corrected where necessary. The bids have been reviewed for compliance with requirements set forth in the Contract Documents. A copy of the certified Bid Tabulation is attached for your records. Upon verification/correction of bids received, the low bid was submitted by RPC Contracting, Inc. of Kitty Hawk, NC. A summary list of bidders and their corresponding total Base Bid are provided below:

<u>Bidder:</u>	<u>Certified Total Base Bid</u>
RPC Contracting, Inc.	\$240,837.00
Barnhill Contracting Company, Inc.	\$254,686.50
D.T. Reed Steel Co., Inc.	\$261,620.00
Hatchell Concrete, Inc.	\$288,693.14*
Corolla Construction, Inc.	\$336,044.96*
JD James, Inc.	\$357,299.24
McQueen Construction, Inc.	\$361,680.00
H.G. Reynolds Co., Inc.	\$428,360.00

* Indicates corrected figure

RPC Contracting, Inc. was notified on January 18, 2012 as to their being the verified apparent low bidder. In accordance with the bidding documents, RPC provided additional MBE documentation within 72 hours of being notified as being the apparent low bidder.

Mr. Ben Woody
January 27, 2012
Page 2

Our review of documents submitted with their bid, and those required within the required 72 timeframe after notification of being the apparent low bidder, indicates that RPC Contracting has documented their good faith efforts to utilize MBE subcontractors to reach the project's 10% utilization goal. Although the bidder did not reach that goal, he did secure two MBE subcontractors. Enclosed for your review and files is a copy of the MBE documents submitted by RPC Contracting.

We did not request a statement of qualifications from RPC Contracting as the Owner is allowed by the bid documents due to the Owner's long-standing knowledge of, as well as past project experience with, RPC Contracting. The Owner requested a list of all proposed subcontractors and vendors along with identification of the subcontractors' similar project experience from the three lowest bidders. All three bidders complied with this request within the required five (5) day timeframe. Those documents were previously provided to you for the Owner's review and response. Upon review, the Owner advised Rivers and Associates of no reasonable objection to any subcontractor proposed by RPC Contracting.

While preparing the official Bid Tabulation, we noted that the fourth and fifth low bidders, Hatchell Concrete, Inc. and Corolla Construction, Inc., respectively, had bid items in which the bid quantity multiplied by the unit price bid was mathematically incorrect. The mathematical errors within those bids have been resolved on the certified bid tabulation sheet in accordance with Article 14.01C of the Instructions to Bidders.

Subsequent to resolution of the mathematical extension error and revised base bid total in accordance with Article 14.01C of the Instructions to Bidders, the bid submitted by Hatchell Concrete, Inc. now fails to comply with requirements for Bid Item No. 1 (Mobilization & Bonding). Specifically, the contractor's bid price for Mobilization & Bonding now fails to comply with the requirement that the bid price for this item not exceed three percent (3%) of their total base bid price. In accordance with Article 19.01 of the Instructions to Bidders, "Owner...reserves the right to waive all informalities not involving price..." Since resolution of the mathematical extension error within the submitted bid impacts the total base bid price and therefore results in a non-compliant act relative to Bid Item No. 1, we recommend that you consult the County Attorney to determine whether or not this bid should be rejected as non-responsive.

It is our understanding that the County has yet to receive concurrence from NCDOT as to acceptance of the construction plans for issuance of a final encroachment agreement, although 50% plans, as well as final plans, were submitted in reasonable time to NCDOT on the County's behalf. As you are aware, to allow the contractor to achieve the County's goal of substantially completing the project prior to May 25, 2012 (Memorial Day weekend), the construction contract needs to be awarded early in February with a goal of issuing a notice to proceed with construction as soon as possible before the first of March. We recommend that the County continue communications with NCDOT in attempts to secure an encroachment agreement.

We recommend the County accept the bids as verified, subject to the County Attorney's opinion regarding acceptance or rejection of the bid submitted by Hatchell Concrete, Inc.

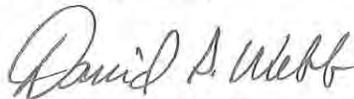
Mr. Ben Woody
January 27, 2012
Page 3

As a result of verification of the bids received, review of other submitted documentation and the Owner's knowledge of the low bidder's qualifications to perform the work, we recommend the County award the project construction contract to RPC Contracting, Inc. as the low responsive bidder in the amount of their submitted total base bid of \$240,837.00, subject to receipt of the NCDOT encroachment agreement. Due to the element of time for completion of the work, as well as our understanding that receipt of the NCDOT encroachment agreement is anticipated within the near future, we further recommend that a Notice of Award be issued to the awarded contractor together with contract documents for execution, securing of bonds, etc. Transmittal of the documents to the contractor may contain communication regarding the award action and future notice to proceed being conditioned upon, and subject to, the Owner's receipt of a NCDOT encroachment agreement.

Enclosed are three (3) copies of the Notice of Award document for execution by the County assuming the above recommended action is implemented by the County. For each copy, please fill in the County's proposed contract number where indicated and signed by the appropriate official. Return all three (3) executed copies to us for inclusion in the bound contract documents to be forwarded to the contractor for his execution, etc.

We appreciate the opportunity to work with Currituck County and look forward to our continuing relationship during the construction phase of this important project.

Sincerely Yours,



David S. Webb, PE
Project Engineer

Enclosures

cc: Ms. Holly White, Currituck County Senior Planner, w/o encl.
Mr. Scott Farmer, PE, Rivers & Associates, Inc., w/o encl.
Mr. Mark Garner, AICP, VP, Rivers & Associates, Inc., w/o encl.
File

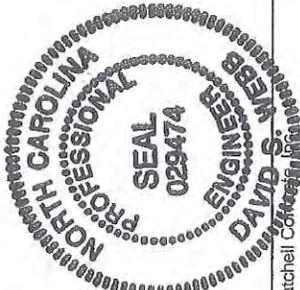
RIVERS AND ASSOCIATES, INC.
BID TABULATION SHEET

OWNER: Currituck County
 PROJECT: Currituck County Multi-Use Path
 Corolla Greenway Trail Extension - Phase II
 Corolla Satellite Office Conference Room
 LOCATION: Tuesday, January 17, 2012 @ 2:00 PM
 BIDS OPENED:

CERTIFICATION

I CERTIFY THAT THIS IS A TRUE RECORD OF BIDS RECEIVED

David S. Wolf 1/18/12



ITEM NO.	QTY.	UNIT DESCRIPTION	RPC Contracting, Inc. 934 W. Kitty Hawk Rd. Kitty Hawk, NC 27949 344430 / 5%		Barnhill Contracting Company, Inc. P.O. Box 1050 Kitty Hawk, NC 27949 3194 / 5%		D.T. Read Steel Co., Inc. 1725 West Road Chesapeake, VA 23323 70211 / 5%		Hatchell Contracting, Inc. P.O. Box 2405 Manteo, NC 27954 34205 / 5%	
			UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1.	1 LS	Mobilization & Bonding (not to exceed 3% of total bid)	\$6,995.00	\$6,995.00	\$7,500.00	\$7,500.00	\$7,800.00	\$7,800.00	\$8,714.79	\$8,714.79 **
2.	600 LF	Silt Fence	\$2.89	\$1,734.00	\$3.41	\$2,046.00	\$2.50	\$1,500.00	\$5.75	\$3,450.00
3.	500 LF	Tree Protection Fencing	\$2.75	\$1,375.00	\$5.89	\$2,945.00	\$2.50	\$1,250.00	\$9.06	\$4,530.00
4.	2 EA	Rock Silt Check Dam	\$976.00	\$1,952.00	\$630.00	\$1,260.00	\$125.00	\$250.00	\$825.69	\$1,651.38
5.	1 LS	Clearing/Grubbing/Tree Removal	\$15,200.00	\$15,200.00	\$10,300.00	\$10,300.00	\$9,500.00	\$9,500.00	\$3,494.74	\$3,494.74
6.	1 LS	Misc Grading, Excavation & Backfill	\$17,584.00	\$17,584.00	\$21,775.00	\$21,775.00	\$4,900.00	\$4,900.00	\$8,935.56	\$8,935.56
7.	20 CY	Undercut & Select Backfill	\$25.00	\$500.00	\$25.30	\$506.00	\$100.00	\$2,000.00	\$31.13	\$622.60
8.	1,850 LF	6" Thick Concrete Trail (Variable Width 6' - 10')	\$34.98	\$64,713.00	\$39.07	\$72,279.50	\$42.70	\$78,995.00	\$36.58	\$67,673.00
9.	480 LF	10' Boardwalk w/Guardrail	\$206.85	\$99,151.00	\$215.25	\$99,015.00	\$210.00	\$96,600.00	\$312.01	\$143,524.60 *
10.	200 LF	42" Guardrail	\$34.70	\$6,940.00	\$29.00	\$5,800.00	\$92.25	\$18,450.00	\$32.28	\$6,456.00
11.	50 VF	Driven Timber Pile Beyond Embedment Depth	\$10.60	\$530.00	\$31.00	\$1,550.00	\$150.00	\$7,500.00	\$21.52	\$1,076.00
12.	15 EA	Signs - Stop, Ped/Bike Crossing, Yield, etc.	\$124.00	\$1,860.00	\$235.00	\$3,525.00	\$295.00	\$4,425.00	\$206.31	\$3,094.65
13.	1 LS	Pavement Striping (Crosswalks)	\$3,310.00	\$3,310.00	\$1,860.00	\$1,860.00	\$5,000.00	\$5,000.00	\$3,915.74	\$3,915.74
14.	1 LS	Seeding and Mulch	\$2,795.00	\$2,795.00	\$3,605.00	\$3,605.00	\$2,950.00	\$2,950.00	\$2,201.83	\$2,201.83
15.	2 EA	Relocation of Bike Racks	\$425.00	\$850.00	\$265.00	\$530.00	\$250.00	\$500.00	\$302.58	\$605.16
16.	1 EA	Trash Receptacle	\$2,389.00	\$2,389.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$2,582.08	\$2,582.08
17.	1 EA	Bench w/Back	\$1,564.00	\$1,564.00	\$1,900.00	\$1,900.00	\$1,000.00	\$1,000.00	\$2,101.15	\$2,101.15
18.	1 LS	Brick Plaza	\$5,985.00	\$5,985.00	\$6,950.00	\$6,950.00	\$7,500.00	\$7,500.00	\$6,249.49	\$6,249.49
19.	1 LS	Relocate Existing Fences	\$3,150.00	\$3,150.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$7,896.57	\$7,896.57
20.	2 EA	Pedestrian Gate	\$630.00	\$1,260.00	\$920.00	\$1,840.00	\$1,500.00	\$3,000.00	\$2,458.90	\$4,917.80
21.	1 LS	Testing Allowance	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL BASE BID			\$240,837.00	\$240,837.00	\$254,686.50	\$254,686.50	\$261,620.00	\$261,620.00	\$288,693.14 *	\$288,693.14 *
Total Value of Minority Business Contracting (MB-1)			\$5,518.00	\$5,518.00	\$2,278.00	\$2,278.00	\$261,620.00	\$261,620.00	Not Submitted	Not Submitted
Listing of Good Faith Efforts (MB-2)			60 Points	60 Points	90 Points	90 Points	50 Points	50 Points	Not Submitted	Not Submitted
Intent to Perform Contract with own Workforce (MB-3)			N/A	N/A	N/A	N/A	Submitted	Submitted	Submitted	Submitted

RIVERS AND ASSOCIATES, INC.
BID TABULATION SHEET

OWNER: Currituck County
 PROJECT: Currituck County Multi-Use Path
 Corolla Greenway Trail Extension - Phase II
 LOCATION: Corolla Satellite Office Conference Room
 BIDS OPENED: Tuesday, January 17, 2012 @ 2:00 PM

ITEM NO.	QTY.	UNIT DESCRIPTION	Corolla Construction, Inc. 520 Old Stoney Rd., Unit J Corolla, NC 27927 64628 / 5%		JD James, Inc. db/a Nature Bridges 2074 Raymond Diehl Rd. Tallahassee, FL 32308 67191 / 5%		McQueen Construction, Inc. 619 Patrick Rd. Bahama, NC 27503 36982 / 5%		H.G. Reynolds Co., Inc. P.O. Box 209 Henderson, NC 27536 14149 / 5%	
			UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1.	1 LS	Mobilization & Bonding (not to exceed 3% of total bid)	\$9,711.26	\$9,711.26	\$10,407.00	\$10,407.00	\$10,800.00	\$10,800.00	\$7,700.00	\$7,700.00
2.	600 LF	Slit Fence	\$3.15	\$1,890.00	\$2.07	\$1,242.00	\$3.00	\$1,800.00	\$4.00	\$2,400.00
3.	500 LF	Tree Protection Fencing	\$4.20	\$2,100.00	\$6.20	\$3,100.00	\$2.75	\$1,375.00	\$4.00	\$2,000.00
4.	2 EA	Rock Silt Check Dam	\$525.00	\$1,050.00	\$757.57	\$1,515.14	\$500.00	\$1,000.00	\$330.00	\$660.00
5.	1 LS	Clearing/Grubbing/Tree Removal	\$10,710.00	\$10,710.00	\$20,662.00	\$20,662.00	\$16,600.00	\$16,600.00	\$6,600.00	\$6,600.00
6.	1 LS	Misc Grading, Excavation & Backfill	\$16,254.00	\$16,254.00	\$21,700.00	\$21,700.00	\$34,000.00	\$34,000.00	\$11,300.00	\$11,300.00
7.	20 CY	Undercut & Select Backfill	\$46.20	\$924.00	\$117.08	\$2,341.60	\$75.00	\$1,500.00	\$110.00	\$2,200.00
8.	1,850 LF	6" Thick Concrete Trail (Variable Width 6' - 10')	\$43.05	\$79,642.50	\$66.12	\$122,322.00	\$50.00	\$92,500.00	\$55.00	\$101,750.00
9.	460 LF	10' Boardwalk w/Guardrail	\$296.60	\$136,436.00	\$274.67	\$126,348.20	\$350.00	\$161,000.00	\$550.00	\$253,000.00
10.	200 LF	42" Guardrail	\$55.65	\$11,130.00	\$49.35	\$9,872.00	\$35.00	\$7,000.00	\$28.00	\$5,600.00
11.	50 VF	Driven Timber Pile Beyond Embedment Depth	\$180.00	\$9,000.00	\$25.48	\$1,274.00	\$70.00	\$3,500.00	\$38.00	\$1,900.00
12.	15 EA	Signs - Stop, Ped/Bike Crossing, Yield, etc.	\$357.00	\$5,355.00	\$523.42	\$7,851.30	\$350.00	\$5,250.00	\$300.00	\$4,500.00
13.	1 LS	Pavement Striping (Crosswalks)	\$1,102.50	\$1,102.50	\$2,479.00	\$2,479.00	\$2,100.00	\$2,100.00	\$850.00	\$850.00
14.	1 LS	Seeding and Mulch	\$14,750.00	\$14,750.00	\$3,444.00	\$3,444.00	\$1,500.00	\$1,500.00	\$3,300.00	\$3,300.00
15.	2 EA	Relocation of Bike Racks	\$1,050.00	\$2,100.00	\$551.00	\$1,102.00	\$330.00	\$660.00	\$250.00	\$500.00
16.	1 EA	Trash Receptacle	\$870.45	\$870.45	\$1,653.00	\$1,653.00	\$1,030.00	\$1,030.00	\$500.00	\$500.00
17.	1 EA	Bench w/Back	\$681.45	\$681.45	\$1,074.00	\$1,074.00	\$1,225.00	\$1,225.00	\$1,000.00	\$1,000.00
18.	1 LS	Brick Plaza	\$10,432.80	\$10,432.80	\$3,444.00	\$3,444.00	\$4,400.00	\$4,400.00	\$10,500.00	\$10,500.00
19.	1 LS	Relocate Existing Fences	\$11,655.00	\$11,655.00	\$9,642.00	\$9,642.00	\$7,140.00	\$7,140.00	\$6,000.00	\$6,000.00
20.	2 EA	Pedestrian Gate	\$2,625.00	\$5,250.00	\$413.00	\$826.00	\$1,150.00	\$2,300.00	\$500.00	\$1,000.00
21.	1 LS	Testing Allowance	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL BASE BID			\$336,044.96	\$336,044.96	\$357,299.24	\$357,299.24	\$361,680.00	\$361,680.00	\$428,360.00	\$428,360.00
Total Value of Minority Business Contracting (MB-1)			\$41,800.00	\$41,800.00	\$357,299.24	\$357,299.24	\$37,000.00	\$37,000.00	\$43,000.00	\$43,000.00
Listing of Good Faith Efforts (MB-2)			50 Points	50 Points	0 Points	0 Points	125 Points	125 Points	55 Points	55 Points
Intent to Perform Contract with own Workforce (MB-3)			N/A	N/A	Submitted	Submitted	N/A	N/A	N/A	N/A

NOTICE OF AWARD

Dated February 6, 2012

Project: Currituck County Multi-Use Path Corolla Greenway Trail Extension – Ph II	Owner: Currituck County	Owner's Contract No.:
Contract: Corolla Greenway Trail General Construction		Engineer's Project No.: 2009133
Bidder: RPC Contracting, Inc.		
Bidder's Address: (send Certified Mail, Return Receipt Requested) 934 W. Kitty Hawk Road		
Kitty Hawk, NC 27949		

You are notified that your Bid dated February 9, 2010 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the work identified in the Bid documents as the total Base Bid with Alternative A.

The Contract Price of your Contract is two hundred forty thousand, eight hundred thirty-seven and 00/100 Dollars (\$240,837.00).

3 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 additional sets of the Contract Documents, including Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:
 - a. Certificate of Insurance as specified on page CI-1, in Article 5 of the General Conditions and Supplementary Conditions Paragraphs SC-5.03 and SC-5.04

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Currituck County
Owner

By: _____
Authorized Signature

Title

Copy to Engineer
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

ECONOMIC DEVELOPMENT BOARD

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Elizabeth White	District 1		Vance Aydlett	Reappointed 1/2011	1/2014
Ron Rose	District 2		John Rorer	Unexpired Term 4/2011	1/2014
Tameron Kugler*	District 3		Butch Petrey	2nd Term 1/2009	1/2012
Dr. Ed Cornet	District 4		Owen Etheridge	1st Term 1/2010	1/2013
Kevin Burwell	District 5		Marion Gilbert	1/2010	1/2013
Frances Walker	At-Large		Paul Martin	1st Term 1/2011	1/2014
Ken Edgar	At-Large		Paul O'Neal	Reappointed 1/2011	1/2014

***To Be Replaced**

Commissioner Paul O'Neal



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: Oct 6, 2011

Name: Lauren I. Berry

Address: 102 West Canvasback Drive - District 4

Currituck NC 27929

Phone: 252-335-0582 Email: LBerry@agcarolina.com

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

Please check

- | | |
|--|--|
| <input type="checkbox"/> ABC Board | <input type="checkbox"/> Nursing Home Advisory Committee |
| <input type="checkbox"/> Agricultural Advisory Board | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Senior Citizens Advisory Board |
| <input checked="" type="checkbox"/> Economic Development Board | <input type="checkbox"/> Social Services Board |
| <input type="checkbox"/> Game Commission | <input type="checkbox"/> Tourism 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 |
| <input type="checkbox"/> Library Board | |

Qualifications and reasons you would like to serve:

As a general appraiser I have over 10 years of real estate valuation experience in commercial, residential, as well as agricultural properties. With this working knowledge of the market in Currituck County; in addition to a Masters in business, I feel that I could help our community grow and prosper while continuing with the goals and future aspiration of the current Economic Development Board.

Please return to: County Manager's Office
153 Courthouse Road, Suite 204
Currituck, NC 27929
Gwen.Keene@CurrituckCountyNC.gov

Revised 8/1/2011

PLANNING BOARD
3 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
James Clark*	District 1		Vance Aydlett	January 2009	1st Term 12/31/2011
Forrest Midgette**	District 2		John Rorer	January 2009	2nd Term 12/31/2011
Susan Taylor*	District 3		Butch Petrey	January 2010	Unexpired Term 12/31/2011
Manly West**	District 4		Owen Etheridge	January 2009	2nd Term 12/31/2011
Joe Kovacs	District 5		Marion Gilbert	January 2010	12/31/2012
Fannie Newbern*	At-Large		Paul Martin	February 2009	1st Term 12/31/2011
John Wright	At-Large		Paul O'Neal	January 2010	12/31/2012
Lynne Wilson*	Outer Banks Alternate		Vance Aydlett	January 2009	1st Term 12/31/2011
Bobby Bell*	Mainland Alternate		Paul O'Neal	January 2009	Unexpired Term 12/31/2011

* May be Reappointed

** To Be Replaced



MEMORANDUM

To: Board of Commissioners
From: Ben E. Woody, Planning Director
Date: October 10, 2011
Subject: Planning Board Term Expirations

The following Planning Board member's terms will expire December 31, 2011; however they have only served one term and are eligible to be appointed for a second term.

District 1 – Vance Aydlett

✓ Jim Clark

At Large – Paul Martin

Fannie Newbern

Outer Banks – Vance Aydlett

✓ Lynne Wilson

District 3 – H.M. (Butch) Petrey – *Cooper*

Susan Taylor filled an unexpired term that will expire December 2011. She is eligible to be appointed for her first term.

Mainland – Paul O'Neal

Bobby Bell filled an unexpired term that will expire December 2011. He is eligible to be appointed for his first term.

The following Planning Board members will complete two successive terms on December 31, 2011 and consideration should be given to replacing them.

District 2 – John Rorer

Forrest Midgette ✓

District 4 – Owen Etheridge

Manly West ✓

To: Gwen
232-3551



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: Nov 22, 2011

Name: John M. Cooper

Address: 119 Cooper Landing Dr. Aydlett, NC 27916 - District 3

Phone: 252-207-8877 Email: cooperquality@yahoo.com

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

✓ Please check

- | | |
|--|--|
| <input type="checkbox"/> ABC Board | <input type="checkbox"/> Nursing Home Advisory Committee |
| <input type="checkbox"/> Agricultural Advisory Board | <input checked="" type="checkbox"/> Planning Board |
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Senior Citizens Advisory Board |
| <input type="checkbox"/> Economic Development Board | <input type="checkbox"/> Social Services Board |
| <input type="checkbox"/> Game Commission | <input type="checkbox"/> Tourism 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 |
| <input type="checkbox"/> Library Board | |

Qualifications and reasons you would like to serve:
I am a licensed General Contractor (Unlimited Building, # 53241 & 52347), a developer (Cooper Landing, Aydlett), and a local small business owner (Cooper Quality Construction, Inc.). Nearly 100% of our business activities are conducted in Currituck County. In the past, I have worked for the county in the Planning Department, managed HOAs, and worked as a real estate agent. I feel that my background and experience would be an asset to the Planning Board. I thank you for your consideration.

Please return to: County Manager's Office
153 Courthouse Road, Suite 204
Currituck, NC 27929
Gwen.Keene@CurrituckCountyNC.gov



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: Nov 23, 2011

Name: CLAYWOOD WILSON JR

Address: 148 CLARK'S RD

MOYOCK, N.C. 27958 - District 5

Phone: (252) 455-0103 OR 252 232-0252

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

✓ Please check

- ABC Board
- Agricultural Advisory Board
- Airport Advisory Authority
- Board of Adjustment
- Economic Development Board
- Game Commission
- Jury Commission
- Land Transfer Tax Appeals Board

- Library Board
- Nursing Home Advisory Committee
- Planning Board
- Senior Citizens Advisory Board
- Social Services Board
- Recreation Advisory Board
- Whalehead Preservation Trust
- Workforce Development Board

Qualifications and reasons you would like to serve:

WORK FOR THE COUNTY UNDER COUNTY
MANAGER. To help people understand what
goes on in the county and set the word
out. Claywood Wilson

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



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: Jan 20, 2012

Name: Rosaria Thompson

Address: 218 Oxford Road, Moyock, NC 27958 - District 5

Phone: 757-718-1869 Email: rothomps@vbgov.com

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

Please check

- | | |
|--|---|
| <input checked="" type="checkbox"/> ABC Board | <input type="checkbox"/> Nursing Home Advisory Committee |
| <input type="checkbox"/> Agricultural Advisory Board | <input checked="" type="checkbox"/> Planning Board |
| <input type="checkbox"/> Airport Advisory Board | <input checked="" type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Senior Citizens Advisory Board |
| <input checked="" type="checkbox"/> Economic Development Board | <input type="checkbox"/> Social Services Board |
| <input checked="" type="checkbox"/> Game Commission | <input checked="" type="checkbox"/> Tourism 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 |
| <input type="checkbox"/> Library Board | |

Qualifications and reasons you would like to serve:
I have checked off several boards/committees, but I am not necessarily interested in serving in all of them at the same time. I have expressed my interest in these boards and I leave it up to the County Manager's Office to review my experience and knowledge and advise on which board I would better serve in. I moved to the US from Italy in 1989. I have lived in Currituck for the past 5 years. I am currently employed with the Virginia Beach Police Department as a Master Police Officer, where I have proudly served the community for the

Please return to: County Manager's Office
153 Courthouse Road, Suite 204
Currituck, NC 27929
Gwen.Keene@CurrituckCountyNC.gov

Product	Cost Per Item	Cost To Customer (includes sales tax)	Cost/Tax	Mark-Up
Candy Bars	.61	1.25	1.17/.08	100-125%
Pepsi Products 12 oz	.24	1.00	0.74/.06	300-350%
Gatorade	.98	2.00	1.87/.13	100-200%
Water Bottles	.64	1.50	1.40/.10	100-150%
Hot Dog(bun, condiments, wrapper)	.67	2.00	1.87/.13	150-200%
Hot Sausage	1.32	3.00	2.81/.19	100-200%
BBQ(Buns, Coleslaw, condiments)	1.28	3.00	2.81/.19	100-200%
Popcorn	.25	1.00	0.74/.06	300%
Pretzel	.25	1.00	0.74/.06	300%

Costs will be adjusted so that selling price will be in multiples of \$0.05, but will stay within the mark-up range.

**COUNTY OF CURRITUCK
CAPITAL PROJECT ORDINANCE**

BE IT ORDAINED by the Currituck County Board of Commissioners, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

SECTION 1. The project authorized is design and construction documents for the College of the Albemarle Aviation and Technical Training Center in Maple, North Carolina. (This ordinance is revised from August 1, 2011).

SECTION 2. The following amounts are appropriated for the project:

Professional Services	
Preconstruction & Design Services	\$ 456,830
Engineering Fees - Building	\$ 47,500
Engineering Fees - Other	\$ 88,900
	<u>\$ 593,230</u>
Construction	
Building	\$ 6,138,496
Earthwork	\$ 89,358
Water/Sewer Tap Fees	\$ 18,500
Testing & Inspection Services	\$ 35,000
	<u>\$ 6,281,354</u>
Match for Apron/Taxiway	\$ 111,111
Reimbursable Expenses	
Electric & Gas Utility Underground Fees	\$ 35,000
Bonds, Permits, Fee Allowances	\$ 35,000
Special Inspections Fees Allowance	\$ 65,000
Financing Fees	\$ 25,000
	<u>\$ 160,000</u>
Contingencies	\$ 741,842
	<u><u>\$ 7,887,537</u></u>

SECTION 3. The following revenues are available to complete this project:

Transfer from Capital Reserve	\$ 998,179
Transfer from Transfer Tax	\$ 89,358
Proceeds from Debt	\$ 6,800,000
	<u>\$ 7,887,537</u>

SECTION 4. The Finance Director is hereby directed to report, on a quarterly basis, on the financial status of each project element delineated in Section 2 above.

SECTION 5. SPECIAL APPROPRIATIONS AND RESTRICTIONS

The Budget Officer is hereby authorized to transfer appropriations within the fund as contained herein under the following conditions:

- a. He may transfer amounts between object line items within the fund up to One Thousand dollars (\$1,000).

SECTION 6. CONTRACTUAL OBLIGATIONS

The County Manager is hereby authorized to execute contractual documents under the following conditions:

- a. He may execute contracts for construction or repair projects which do not require formal competitive bid procedures.
- b. He may execute contracts for (1) purchases of apparatus, supplies, and materials, or equipment which are within the budgeted departmental appropriations; (2) leases of personal property for a duration of one year or less and within budgeted departmental appropriations; and (3) services which are within budgeted departmental appropriations.
- c. He may execute contracts, as the lessor or lessee of real property, which are of a duration of one year or less which are within the budgeted departmental appropriations.

SECTION 7. USE OF BUDGET ORDINANCE

The Budget Officer and the Finance Director shall use this capital project ordinance for administration of the budget and for the accounting system.

ADOPTED this 6th day of February 2012.

John Rorer, Chairman
Board of Commissioners

ATTEST:

Gwen H. Keene
Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 6th day of February , 2012, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
20609-590000	Capital Outlay	\$ 60,000	
20380-481000	Investment Earnings		\$ 7,000
20390-499900	Fund Balance Appropriated		\$ 53,000
		<u>\$ 60,000</u>	<u>\$ 60,000</u>

Explanation: *Whalehead Subdivision Drainage(20609)* - To increase appropriationsto purchase an easement for the stormwater drainage project.

Net Budget Effect: Whalehead Drainage District (20) - Increased by \$60,000.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 6th day of February , 2012, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10795-532500	Concessions	\$ 10,000	
10795-545000	Contract Services	\$ 400	
10795-576011	Volleyball	\$ 2,900	
10350-465003	Recreation Concessions		\$ 10,000
10350-469011	Volleyball		\$ 2,900
10795-516000	Maintenance & Repair		\$ 400
		<u>\$ 13,300</u>	<u>\$ 13,300</u>

Explanation: *Recreation (10795)* - Increase appropriations for Spring volleyball and to set up concession stand; to transfer funds to contract services due to price increases.

Net Budget Effect: Operating Fund (10) - Increased by \$12,900.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 6th day of February , 2012, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
66868-590000	Capital Outlay	\$ 30,000	
66868-532000	Supplies	\$ 2,595	
66868-532441	Technology < \$1,000	\$ 669	
66868-511010	Data Transmission	\$ 229	
66868-516400	Equipment Maintenance	\$ 163	
66868-561000	Professional Services	\$ 5,000	
66868-590441	Technology > \$1,000		\$ 3,493
66868-513001	Utilities		\$ 15,000
66868-516002	Repairs and Maintenance		\$ 6,000
66868-533801	Chemicals		\$ 6,000
66868-533802	Chemicals		\$ 3,000
66868-511001	Telephone & Postage/CW		\$ 5,163
		<u>\$ 38,656</u>	<u>\$ 38,656</u>

Explanation: *Southern Outer Banks Water (66868)* - Transfer funds to replace 42 membranes in RO train #2 and for additional costs associated with the purchase of the two existing water systems, to purchase a copier and maintenance and for an additional air card.

Net Budget Effect: Southern Outer Banks Water System (66) - No change.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 6th day of February , 2012, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<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>
12546-511006	Telephone & Postage		\$ 1,000
12546-516106	Buildings & Grounds	\$ 12,000	
12546-532006	Supplies	\$ 5,000	
12546-532106	Fire Supplies		\$ 3,000
12546-536006	Uniforms		\$ 1,000
12546-536106	Personal Protective Equipment		\$ 3,000
12546-554006	Insurance		\$ 7,000
12546-561006	Professional Services		\$ 2,000
		<u>\$ 17,000</u>	<u>\$ 17,000</u>

Explanation: *Corolla Volunteer Fire Department (12546)* - Operating transfers requested by the Corolla Volunteer Fire Department.

Net Budget Effect: Fire Services Fund (12) - No change.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 6th day of February , 2012, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10640-514500	Training & Education	\$ 1,317	
10640-532005	Ag Supplies		\$ 400
10640-532003	4H Supplies		\$ 550
10640-532001	CRD Supplies		\$ 140
10640-532004	FCS Supplies		\$ 227
		<u>\$ 1,317</u>	<u>\$ 1,317</u>

Explanation: *Cooperative Extension (10640) - Transfer funds for additional training for the remainder of this fiscal year.*

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 6th day of February , 2012, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10330-445000	Emergency Mgmt		\$ 20,625
10531-545000	Contracted Svcs	\$ 4,000	
10531-536000	Uniforms	\$ 500	
10531-514000	Travel	\$ 2,000	
10531-532000	Supplies	\$ 14,125	
		<u>\$ 20,625</u>	<u>\$ 20,625</u>

Explanation: *Emergency Management (10531)* - To increase appropriations for the 2011 Emergency Management Planning Grant.

Net Budget Effect: Operating Fund (10) - Increased by \$20,625.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 6th day of February , 2012, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
61818-590000	Capital Outlay	\$ 1,100	
61818-545000	Contracted Services		\$ 1,100
		<u>\$ 1,100</u>	<u>\$ 1,100</u>

Explanation: *Mainland Water (61818) - Transfer funds for a replacement circuit board for the high service pump.*

Net Budget Effect: Mainland Water Fund (61) - No change.

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 6th day of February , 2012, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10460-545000	PW-Contracted Services	\$ 2,953	
10460-592000	Courthouse Projects		\$ 2,953
		<u>\$ 2,953</u>	<u>\$ 2,953</u>

Explanation: *Public Works (10460)* - Transfer funds for contract price increases.

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 6th day of February , 2012, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10750-532000	Supplies	\$ 11,000	
10750-561000	Professional Services	\$ 10,000	
10750-519503	Domestic Violence	\$ 994	
10750-519502	TANF 200% Funds		\$ 500
10750-519800	TANF Transportation		\$ 1,000
10750-526000	Advertising		\$ 500
10750-553100	Verifications		\$ 500
10750-558200	Independent Living		\$ 3,000
10750-590441	Technology over \$1,000		\$ 2,200
10750-516200	Vehicle Maintenance		\$ 3,000
10750-531000	Gas, Oil, Etc.		\$ 3,000
10750-540000	Workers Compensation		\$ 2,000
10330-430000	DSS Miscellaneous		\$ 1,122
10330-431000	DSS Admin		\$ 3,172
10380-482000	Miscellaneous Revenue		\$ 2,000
		<u>\$ 21,994</u>	<u>\$ 21,994</u>

Explanation: SOCIAL SERVICES ADMIN (750) - *Supplies*-Increase due to the higher client traffic in the eligibility programs and the extra printing required because the state converted to online forms that have to printed in our office. *Professional Services*-Increased due to the foster care caseload changes and the phsyiological testing needed for those cases. Also, the Clerk of Court fees and the Sheriff Dept. fees are higher than originally anticipated. *Domestic Violence*-Adjust to the state funding authorization.

Net Budget Effect: Operating Fund (10) - Increased by \$6,294.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 6th day of February , 2012, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<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>
10790-532001	Library Materials	\$ 2,549	
10790-532441	Technology < \$1,000	\$ 3,000	
10790-513000	Utilities		\$ 3,000
10790-545000	Contract Services		\$ 2,549
		<u>\$ 5,549</u>	<u>\$ 5,549</u>

Explanation: Library (10790) - To transfer funds to upgrade the library staff computers to Windows 7 and to purchase additional children's books.

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

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board



COUNTY OF CURRITUCK

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

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

Report of Unpaid 2011 Real Estate Taxes

Advertisement of Tax Liens

To: Board of County Commissioners
From: Tracy Sample, Tax Administrator
Date: January 30th 2012

.....
As of January 30th 2012, there is \$1,643,048.66 in unpaid taxes that are a lien on real estate for fiscal year 2011-2012.

North Carolina General Statute 105-369 requires that unpaid real estate tax liens be advertised in one or more newspapers having a general circulation in the county and by posting a notice of the tax liens at the county courthouse. This statute requires that the Board of Commissioners order the tax collector to advertise the tax liens.

**COUNTY OF CURRITUCK
CAPITAL PROJECT ORDINANCE**

BE IT ORDAINED by the Currituck County Board of Commissioners, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

SECTION 1. The project authorized is design and construction of an Airport Taxiway and Apron for the College of the Albemarle Aviation and Technical Training Center in Maple, North Carolina – Division of Aviation Grant 36244.10.5.1.

SECTION 2. The following amounts are appropriated for the project:

COA Taxiway/Apron	\$ 86,184
	<u>\$ 86,184</u>

SECTION 3. The following revenues are available to complete this project:

Transfer from School Capital Construction Fund	\$ 8,618
State Aid to Airports	<u>77,566</u>
	<u>\$ 86,184</u>

SECTION 4. The Finance Director is hereby directed to report, on a quarterly basis, on the financial status of each project element delineated in Section 2 above.

SECTION 5. SPECIAL APPROPRIATIONS AND RESTRICTIONS

The Budget Officer is hereby authorized to transfer appropriations within the fund as contained herein under the following conditions:

- a. He may transfer amounts between object line items within the fund up to One Thousand dollars (\$1,000).

SECTION 6. CONTRACTUAL OBLIGATIONS

The County Manager is hereby authorized to execute contractual documents under the following conditions:

- a. He may execute contracts for construction or repair projects which do not require formal competitive bid procedures.

- b. He may execute contracts for (1) purchases of apparatus, supplies, and materials, or equipment which are within the budgeted departmental appropriations; (2) leases of personal property for a duration of one year or less and within budgeted departmental appropriations; and (3) services which are within budgeted departmental appropriations.
- c. He may execute contracts, as the lessor or lessee of real property, which are of a duration of one year or less which are within the budgeted departmental appropriations.

SECTION 7. USE OF BUDGET ORDINANCE

The Budget Officer and the Finance Director shall use this capital project ordinance for administration of the budget and for the accounting system.

ADOPTED this 6th day of February 2012.

John Rorer, Chairman
Board of Commissioners

ATTEST:

Gwen H. Keene
Clerk to the Board

RESOLUTION

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20

WHEREAS, the County of Currituck, North Carolina desires to construct an Aviation and Technical Training Center for the College of the Albemarle (the "Project") to better serve the citizens of the County of Currituck; and

WHEREAS, The County of Currituck desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioner of Currituck, North Carolina, meeting in regular session on the 6th day of February, 2012, make the following findings of fact:

1. The proposed contract is necessary or expedient because the County desires to construct a facility that will make vital vocational training available to its citizens and to Northeastern North Carolina;
2. The proposed contract is preferable to a bond issue for the same purpose this financing will be under the \$10,000,000 threshold for bank qualified debt. In the current rate environment, bank qualified debt is more favorable than a bond issue due to costs involved with a bond issue. In addition, the process of having a bond referendum and going through the approval process would delay the project by six to eight months and the County desires to move forward with the installment purchase contract.
3. The sums to fall due under the contract are adequate and not excessive for the proposed purpose because the County has reviewed the Design/Build contract proposed by Sussex Development Corporation and concurs that the costs are acceptable for the proposed project.
4. The County of Currituck's debt management procedures and policies are good because the County has identified revenue sources to make debt payments and invests and monitors all funds to assure that debt payments are made when due.
5. The County does not anticipate an increase in property tax due to this financing.
6. The County of Currituck is not in default in any of its debt service obligations.
7. The attorney for the County of Currituck has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to act on behalf of the County of Currituck in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 6th day of February, 2012.

The motion to adopt this resolution was made by Commissioner _____, seconded by Commissioner _____

and passed by a vote of _____ to _____.

Chairman

ATTEST:

Clerk to the Board

This is to certify that this is a true and accurate copy of Resolution No. _____ Adopted by the
Anywhere Board of Commissioners on the 6th day of
February, 2012.

Clerk to the Board

Date

CURRITUCK COUNTY
NORTH CAROLINA
January 17, 2012

The Board of Commissioners met at 6:00 p.m. with the Crawford VFD to discuss funding.

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 Rorer, Commissioners Gilbert, O'Neal, Aydlett, Etheridge, and Petrey. Commissioner Martin was absent.

Invocation

Pledge of Allegiance

Reverend Dennis Crehan, Jarvisburg Church of Christ, was present for the invocation.

Approval of Agenda

Commissioner O'Neal moved to amend the agenda by adding to consent agenda, Authorize County Manager to execute deed of easement with Corolla Light Community Association for the Whalehead Drainage Improvement Project and delete Item 8. Commissioner Gilbert seconded the motion. Motion carried.

Invocation

Pledge of Allegiance

- Item 1** Approval of Agenda
- Item 2** Public Comment
Please limit comments to items not appearing on the regular agenda, please limit comments to 3 minutes.
- Item 3** Recognition of Commissioner Aydlett for his service as Chairman of the Board for 2011
- Item 4** Ronnie Hayes, Currituck County Athletic Director, to accept recognition of all athletic teams
- Item 5** Presentation by Dominion Power on the Shawboro to Aydlett proposed transmission line
- Item 6** **Public Hearing and Action:** PB 11-19 Shaun Moore: Request for a zoning map amendment to rezone 20.12 acres from Agricultural (A) to Conditional District-Residential (CD-R) on property located in Moyock at the terminus of Thayne Drive, Tax Map 22, Parcels 63R and 63S, Moyock Township.
- Item 7** **Public Hearing and Action:** PB 10-04 Outer Banks Harley Davidson: Request to renew a special use permit for special events located at 8739 Caratoke Hwy., Tax Map 131, Parcel 88, Poplar Branch Township.

- Item 8 **Consideration of Economic Development Incentive Guidelines**
DELETED
- Item 9 **Appointment to Recreation Board**
- Item 10 **Appointment to Economic Development Board**
- Item 11 **Appointment to Board of Adjustment**
- Item 12 **Appointment of EMS Operational Medical Director**
- Item 13 **Appointment to Fire and EMS Advisory Board**
- Item 14 **Award Bid for Whalehead Subdivision Drainage Improvements Project-
Phase II**
- Item 15 **Consent Agenda:**
1. Approve and authorize County Manager to execute license agreement with Robert Glenn and Eden Glenn for accessway on Barracuda Street, Whalehead Drainage Improvement District Project
 2. Petitions to Add Savannah Avenue, Charleston Drive, Carolina Club Drive and Richmond Court to NCDOT System for Maintenance.
 3. Budget Amendments
 4. Approval of January 3, 2012, Minutes
 5. Approval of Maple Park Expansion PARTF Grant Application
 6. Authorize County Manager to execute deed of easement with Corolla Light Community Association for the Whalehead Drainage Improvement Project
- Item 16 Commissioner's Report
- Item 17 County Manager's Report

Adjourn

Public Comment

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

Chairman Rorer opened the public comment period.

Josh Bass, President, Currituck Chamber of Commerce, invited citizens to the Chamber Business Expo on February 25.

John Jasinski, American Legion Post 288, requested the Board to consider amending the code of ordinances to allow the discharge of firearms at a target 300 yards from a residence without having to have written permission from the property owner or occupant.

The Board directed staff to review and bring back for a public hearing.

Earl Rountree, Gates County, commented on voter registration and the state law and for the Board to support Voter ID State law that will be presented for approval.

Commissioner Etheridge stated that the Board adopted this resolution on November 7.

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

Recognition of Commissioner Aydlett for his service as Chairman of the Board for 2011

The Board presented Commissioner Aydlett a plaque in recognition of his dedicated commitment as Chairman of the Board in 2011.

Ronnie Hayes, Currituck County Athletic Director, to accept recognition of all athletic teams

deleted

Presentation by Dominion Power on the Shawboro to Aydlett proposed transmission line

Michael Thompson, Dominion Power, introduced staff that would make the presentation.

Jonathan Schultis, reviewed where the proposed transmission line would be located and date construction would begin and be completed.

Dan Scanlon, County Manager, questioned why Dominion could not begin the design and construction of power lines that will be installed at the county airport now instead of later. In other words, the County pays now or pays later.

Jerry Jackson, Planner, Dominion Power, stated that this was not being planned now but at a later date when the Airport expands. The cost will be the County's responsibility.

Commissioner O'Neal stated that this should be paid by Dominion Power, not the County.

Mr. Thompson, Dominion Power, stated that he would meet further with the County to discuss these issues.

Commissioner Etheridge moved to direct the County Attorney to contact the Utilities Commission to discuss options the County has and Dominion Power's plans not to construct the

power line located at the county airport to allow for runway expansion now instead of later. Commissioner Gilbert seconded the motion. Motion carried.

Public Hearing and Action: PB 11-19 Shaun Moore: Request for a zoning map amendment to rezone 20.12 acres from Agricultural (A) to Conditional District-Residential (CD-R) on property located in Moyock at the terminus of Thayne Drive, Tax Map 22, Parcels 63R and 63S, Moyock Township.

Ben Woody, Planning Director, stated that he met with staff and Engineer to further discuss the drainage issues.

**CASE ANALYSIS FOR THE
Board of Commissioners
DATE: January 3, 2012
PB 11-19 R. Shaun Moore**

ITEM: PB 11-19 R. Shaun Moore requests a zoning map amendment to rezone 20.12 acres from A (Agricultural) to CD-R (Conditional District-Residential).

LOCATION: Moyock, located at the terminus of Thayne Drive, Moyock Township.

TAX ID: 0022-000-063R-0000
0022-000-063S-0000

OWNER: R. Shaun Moore
1253 Tulls Creek Road
Moyock, NC 27958

APPLICANT: Eddie Hyman
PO Box 339
Camden, NC 27921

LAND USE/ZONING OF SURROUNDING PROPERTY:

	Land Use	Zoning
NORTH:	Active Farmland	A/R-PUD Overlay
SOUTH	Low Density Residential	A
EAST:	Low Density Residential	A
WEST:	Low Density Residential/Farmland	R-PUD Overlay

LAND USE PLAN

CLASSIFICATION: The 2006 Land Use Plan classifies the site as Full Service within the Moyock subarea.

CURRENT ZONING: Agricultural (A)

PROPOSED ZONING: Conditional District - Residential (CD-R)

CURRENT USE: Low Density Residential/Undeveloped

SIZE OF SITE: 20.12 acres

ZONING HISTORY: 1989: A (Agricultural District)

UTILITIES: County water does not service this property. An individual on-site septic system is located the property.

TRANSPORTATION: The proposed development is accessed by Thayne Drive, an unpaved, privately maintained road.

FLOOD ZONE: The property is located within the 100-year floodplain; AE with a base flood elevation of 5.4 feet.

WETLANDS: According to NC Division of Coastal Management maps, wetland characteristics do not exist on this property.

SOILS: According to the Soil Survey for Currituck County, the soils are considered unsuitable for on-site septic systems due to soil wetness and slow percolation.

PROPOSED ZONING CONDITIONS:

The applicant is proposing the following uses and zoning conditions:

- o 13-lot residential subdivision
- o Minimum lot size shall be 40,000 square feet.
- o 60 foot buffer provided along the eastern boundary.
- o Street interconnection will be provided to adjacent properties to the north and west.
- o Stick built single family dwellings will be constructed on the lots.

COMMUNITY MEETING:

The community meeting was held on November 29, 2011, and the community meeting report is provided in the packet.

TECHNICAL STAFF RECOMMENDATION:

The technical review committee reviewed the plan on November 16, 2011 and recommended approval of the rezoning request.

PLANNING STAFF RECOMMENDATION:

The planning staff recommends approval of the proposed conditional zoning request based on the following Land Use Plan policies:

POLICY HN1: Currituck County shall encourage development to occur at densities appropriate for the location.

POLICY AG3: County ACTIONS CONCERNING INFRASTRUCTURE (e.g. schools, parks, and utilities) and regulations shall serve to direct new development first to targeted growth areas near existing settlements indicated as Full Service Areas on the Future Land Use Map, rather than "leapfrogging" to locations in the midst of farmland and greenspace identified as Rural and Conservation areas on the Future land Use Map.

PLANNING BOARD RECOMMENDATION:

Mr. Kovacs moved to approve PB 11-19 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 with the findings of fact and staff recommendations included in the case analysis. Mr. Bell seconded the motion. Motion carried unanimously.

PLANNING BOARD DISCUSSION (12-13-11)

Ms. Voliva provided a summary of the community meeting held on November 29, 2011.

Mr. West asked about the drainage and stormwater runoff.

Mr. Hyman addressed the drainage issue. Preventative maintenance can be done, i.e. clean trash in culvers and keeping them clean. Mr. Hyman stated the development will have modified swales that are sloped to scale so they can be easily maintained.

Mr. Moore stated he hopes the Planning Board will approve this request.

Mr. Clark asked if retention ponds were considered for this development.

Mr. Hyman stated they did consider them, but since this is a low density development they will not be using them.

Mr. West stated that since the soils are considered unsuitable for on-site septic systems due to soil wetness and slow percolation could Mr. Hyman addressed this issue.

Mr. Hyman stated a suitable site evaluation of every lot will be required by the Unified Development Ordinance and will have sand filled trenches.

Mr. West stated that a sand filled trench is where you dig down until you find sand within six feet and then you put the drainage pipe.

PLANNING BOARD ACTION

Mr. Kovacs moved to approve PB 11-19 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 with the findings of fact and staff recommendations included in the case analysis. Mr. Bell seconded the motion. Motion carried unanimously.

Chairman Rorer opened the public hearing.

Mr. Hyman, Engineer, reviewed the drainage on this property.

Carlton Smith, adjacent property owner, stated that he is satisfied with the plan.

Commissioner Gilbert moved to approve with added zoning conditions due to its consistency with the 2006 Land Use Plan and the request is reasonable and in the public interest and promotes orderly growth and development. Commissioner Petrey seconded the motion. Motion carried.

Commissioner Etheridge moved to direct staff to move forward with the Rowland Creek Drainage District. Chairman Rorer seconded the motion. Motion carried.

Public Hearing and Action: PB 10-04 Outer Banks Harley Davidson: Request to renew a special use permit for special events located at 8739 Caratoke Hwy., Tax Map 131, Parcel 88, Poplar Branch Township.

Sworn testimony was given prior to making comments.

Ben Woody, Planning Director, reviewed the request.

**CASE ANALYSIS FOR THE
Board of Commissioners
DATE: January 17, 2012
PB 10-04 Outer Banks Harley Davidson
Special Use Permit Renewal**

ITEM: PB 10-04 Outer Banks Harley Davidson Special Use Permit renewal request for special events associated with the dealership.

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

TAX ID: 0131-000-0088-0000

ZONING

DISTRICT: General Business (GB)

PRESENT USE: Motorcycle Retail

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

APPLICANT: Same

LAND USE/ZONING OF SURROUNDING PROPERTY:

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

LAND USE PLAN

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

SIZE OF SITE: 3.2 acres

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

I. NARRATIVE OF REQUEST:

- The Outer Banks Harley-Davidson in Harbinger is the hub for activities such as OBX Bike Week each spring and fall. The facility is utilized to house additional vendors, live music, and serves as the starting point for poker runs and scenic tours.
- This is the 10th year for Outer Banks Bike Week and attendance has grown each year, reaching over 10,000 attendees some years.

- The applicant has received annual special use permits for Bike Week events since 2004. Staff supports approval of a perpetual special use permit.

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

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

III. QUESTION(S) BEFORE THE BOARD:

Special Use Permit Criteria and Staff Findings:

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

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

1. Completeness of application.

Suggested Findings:

- a. The application is complete.
- 2. The proposed use is among those listed in the Table of Permissible Uses as a special use indicated with an "S".
Suggested Findings:
 - a. Special events are an allowable use within the General Business (GB) zoning district with a special use permit.
- 3. The conditions proposed meet or exceed the minimum requirements of this ordinance.
Suggested Findings:
 - a. The proposed plan meets the minimum requirements of the ordinance.
- 4. The special use will not endanger the public health or safety:
Suggested Findings:
 - a. So long as the non-motorcycle parking is adequately addressed, the events should have little impact on public health or safety with the proposed precautions in place [no parking signs in right-of-ways, private security (off-duty deputies), designation of satellite parking areas across Caratoke Highway for employees only, and satellite parking for customers only on the same side of Caratoke Highway as the event].
- 5. The special use will not injure the value of adjoining or abutting property and will be in harmony with the area in which it is located
Suggested Findings:
 - a. The Unified Development Ordinance indicates that special events are allowed in the GB zoning district with a special use permit.
 - b. The special events will take place at an existing retail business.
- 6. The special use will be in conformity with the Land Use Plan or other officially adopted plan.
Suggested Findings:
 - a. The 2006 Land Use Plan classifies this site as Limited Service within the Point Harbor subarea. The policy emphasis is to allow portions of the Point Harbor area to continue to evolve as a full service community. The proposed use is in keeping with the policies of the plan, some of which are:

POLICY ED1: New and expanding industries and businesses should be especially encouraged that: 1) diversify the local economy, 2) train and utilize a more highly skilled labor force, and 3) are compatible

with the environmental quality and natural amenity based economy of Currituck County.

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

7. The special use will not exceed the county's ability to provide adequate public facilities, including, but not limited to, schools, fire and rescue, law enforcement, and other county facilities. Applicable state standards and guidelines shall be followed for determining when public facilities are adequate. Such facilities must be in place or programmed to be in place within two years after the initial approval of the plan (sketch plan in the case of major subdivisions).

Suggested Findings:

- a. The county has adequate public facilities to service this use.

IV. STAFF RECOMMENDATION:

Staff recommends approval of this request subject to the findings of fact and the following:

1. The original site plan approval was for three additional buildings. The existing building was required to have 46 parking spaces (approved at 1:400 instead of 1:200), so there are extra parking spaces available at this time. Please note that drive aisles cannot be blocked. The applicant plans to restrict this parking area to motorcycles only.
2. Overflow and non-motorcycle parking must be adequately addressed. The applicant has signed permission for satellite parking at Carolina Designs Realty, Barrier Island Welcome Center, Mutiny Tattoo, and Harbinger Post Office. Mutiny Tattoo is the only location approved for customer satellite parking. All other listed locations are either greater than 300' from the subject property or are considered unsafe for pedestrians (crossing Caratoke Highway). Carolina Designs Realty, Barrier Island Welcome Center, and Harbinger Post Office may be used for employee satellite parking only.
3. That each separate event be coordinated with applicable county and state agencies, including, but not limited to: Currituck Fire Marshal, Currituck Sheriff's Department, NCDOT, and Albemarle Regional Health Services.

Chairman Rorer opened the public hearing.

Kevin Johnson, Harley Davidson, was present to answer questions.

Commissioner Etheridge moved to approve with findings of fact, TRC comments and staff recommendations. Commissioner Aydlett seconded the motion. Motion carried.

Consideration of Economic Development Incentive Guidelines

deleted

Appointment to Recreation Board

Chairman Rorer appointed Neel Smith and Commissioner O'Neal stated that Cynthia Hampton's term is not up so she will continue to serve. Commissioner Etheridge appointed Janet Rose. Commissioner O'Neal seconded the motion. Motion carried.

Appointment to Economic Development Board

Commissioner Petrey moved to table. Commissioner Aydlett seconded the motion. Motion carried.

Appointment to Board of Adjustment

Commissioner O'Neal moved to appoint Miles Riddick and Vivian Simpson. Commissioner Aydlett seconded the motion. Motion carried.

Appointment of EMS Operational Medical Director

Commissioner O'Neal moved to appoint Dr. Scott Polsky and Dr. Samantha Furia. Commissioner Aydlett seconded the motion. Motion carried.

Appointment to Fire and EMS Advisory Board

Commissioner Aydlett moved to appoint John Wheeler. Commissioner O'Neal seconded the motion. Motion carried.

Award Bid for Whalehead Subdivision Drainage Improvements Project-Phase II

Commissioner O'Neal moved to award bid to George Raper & Sons in the amount of \$1,183,681.55. Commissioner Aydlett seconded the motion. Motion carried.

Consent Agenda:

1. Approve and authorize County Manager to execute license agreement with Robert Glenn and Eden

- Glenn for accessway on Barracuda Street,
Whalehead Drainage Improvement District Project
2. Petitions to Add Savannah Avenue, Charleston Drive, Carolina Club Drive and Richmond Court to NCDOT System for Maintenance.
 3. Budget Amendments
 4. Approval of January 3, 2012, Minutes
 5. Approval of Maple Park Expansion PARTF Grant Application
 6. Authorize County Manager to execute deed of easement with Corolla Light Community Association for Whalehead Drainage Improvement Project.

Commissioner Etheridge moved to approve all items on the consent agenda as listed. Commissioner O'Neal 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
10530-503500	Temporary Salaries	\$ 70,000	
10530-553000	Dues & Subscriptions	\$ 18	
10530-502000	Salaries		\$ 70,000
10530-532000	Supplies		\$ 18
		<u>\$ 70,018</u>	<u>\$ 70,018</u>

Explanation: *Emergency Medical Services (10530) - To transfer regular salary funds to temp services to cover employees out on Family Medical Leave and to dues & subscriptions for unanticipated price increase.*

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
10980-545000	Contract Services	\$ 93,058	
10440-514000	Travel	\$ 122	
10460-531000	Gas	\$ 73	
10330-445100	Public Assistance (FEMA)		\$ 93,253
		<u>\$ 93,253</u>	<u>\$ 93,253</u>

Explanation: *Disaster Assistance (10980); Finance (10440); Public Works (10460)* - To increase appropriations for mosquito spraying after Hurricane Irene, Project Worksheet 00428(0).

Net Budget Effect: Operating Fund (10) - Increased by \$93,253.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
66868-516200	Vehicle Maintenance	\$ 207	
66868-590000	Capital Outlay	\$ 5,000	
66868-516000	Maintenance & Repair		\$ 207
66868-516001	Maintenance & Repair		\$ 5,000
		<u>\$ 5,207</u>	<u>\$ 5,207</u>

Explanation: *Southern Outer Banks Water (66868)* - Transfer for vehicle maintenance needs for the Southern Outer Banks Water truck and for repairs to the Control Cabinets at Corolla Light and the Currituck Club.

Net Budget Effect: Southern Outer Banks Water System Fund (66) - No change.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10660-516200	Vehicle Maintenance	\$ 750	
10660-526000	Advertising	\$ 1,500	
10660-514800	Fees Paid to Officials		\$ 750
10660-532000	Supplies		\$ 1,500
		<u>\$ 2,250</u>	<u>\$ 2,250</u>

Explanation: *Planning (10660)* - Transfer funds for brakes and oil pan for Planning Jeep in Corolla and for additional printing of the UDO.

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

Debit

Credit

Net Budget Effect: Whalehead Drainage District (20) - Increased by \$615,534.

Commissioner's Report

Commissioner O'Neal requested that a State flag be placed in all county meeting rooms.

Commissioner Aydlett thanked the Board and citizens for their support during the death of his mother in-law.

Commissioner Gilbert announced that there will be an event at the Rural Center on Saturday that everyone should attend.

Chairman Rorer expressed his appreciation for all the thoughts and wishes for his wife.

Commissioner Petrey questioned the sign for the Rural Center.

County Manager's Report

No comments

Adjourn

There being no further business, the meeting adjourned

BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Tourism Development Authority, at a meeting on the 6th day of February, 2012 , passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
15442-590441	Technology over \$1,000	\$ 5,135	
15442-545000	Contract Services		\$ 4,500
15442-513000	Utilities		\$ 635
		<u>\$ 5,135</u>	<u>\$ 5,135</u>

Explanation: Occupancy Tax: Promotion (15442) - To transfer funds for a security system.

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

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Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Tourism Development Authority, at a meeting on the 6th day of February, 2012 , passed the following amendment to the budget resolution for the fiscal year ending June 30, 2012.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
15442-590441	Technology over \$1,000	\$ 5,135	
15442-545000	Contract Services		\$ 4,500
15442-513000	Utilities		\$ 635
		<u>\$ 5,135</u>	<u>\$ 5,135</u>

Explanation: Occupancy Tax: Promotion (15442) - To transfer funds for a security system.

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

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Clerk to the Board