



**BOARD OF COMMISSIONERS  
AGENDA**

**JUNE 4, 2012**

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# Currituck County Board of Commissioners Agenda

Historic Currituck County Courthouse

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**Date: Monday, June 04, 2012**

**Time: 7:00 PM**

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## **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) **Presentation on county's funding of the Currituck County School System**
- B) **Public Hearing and Action on Currituck County FY 2012-13 Budget**
- C) **Public Hearing and action on 10 Year Solid Waste Management Plan for the period 2012 – 2022**

## **New Business**

- A) **Board Appointments:**
  - 1. Appointment to Senior Citizen Advisory Board
  - 2. Discussion on policy for Board of Adjustment appointments
- B) **Consent Agenda:**
  - 1. Approval of May 21, 2012 Minutes
  - 2. Albemarle Commission/FY 2013 HCCBG appropriation
  - 3. March 31, 2012 Fiscal Monitoring Report for East Carolina Behavioral Health
  - 4. Budget Amendments
  - 5. Resolution and Agreement for Deposit Account with BB & T

6. Approval of Right-of-Way Agreement to Dominion Power for Installation of Power in Currituck Community Park and To Authorize County Manager to Execute Same

C) Commissioner's Report

D) County Manager's Report

**Closed Session**

According to GS 143-318.11(6) to discuss personnel

**Adjourn**

**Special Meeting**

Tourism Development Authority

Public Hearing and Action on Budget

**Adjourn**

SENIOR CITIZEN ADVISORY BOARD  
3 Year Terms

<b>Incumbent</b>	<b>Nominated by</b>	<b>New Appointee</b>	<b>Nominated by</b>	<b>Date of Appointment</b>	<b>End of Term</b>
Heidi Montalbine	District 1		Vance Aydlett	2/20/12	1st 1/11/2014
Edith Meekins	District 2		John Rorer	7/5/2011	Unexpired Term 1st 7/20/2012
Rose Wright	District 3		Butch Petrey	3/1/2010	1st 1/14/2013
Doris Ballance	District 4		Owen Etheridge	9/7/2010	1st 11/1/2013
Rosalie Rose	District 5		Marion Gilbert	2/21/2011	2nd 2/1/2014
Marcia Steele	At-Large		Paul Martin	7/5/2011	Unexpired Term 1st 2/1/2014
<b>Gerri Andrews*</b>	<b>At-Large</b>	<b>Joanne DiBello</b>	<b>Paul O'Neal</b>	<b>2/21/2011</b>	<b>2nd 2/1/2014</b>

**\*Resigned-To Be Replaced**

Commissioner Martin



**APPLICATION FOR ADVISORY BOARDS & COMMITTEES**

Date: 7-9-09

Name: Joanne M. DiBello

Address: 124 Sound Shore Drive  
Currituck NC 27929

Phone: 232-2550

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:

I volunteer as a nurse at the Senior Center on Thursdays  
As a senior in this community I am very  
interested in services and opportunities available -  
be it social, medical, transportation needs to name

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

a few. More importantly,  
I would like to be able to  
give back to the community that  
I live in. Thank You for this  
opportunity.

Commissioners,

As discussed among some of you, Butch Petrey has requested placement of an ordinance amendment on the next agenda to modify Board of Adjustment regular membership from 5 to 7 members. Staff again wants to bring to your attention that increasing the Board of Adjustment to 7 regular members will thereafter require no less than 6 members to be present at a meeting to transact business and no less than 6 members to unanimously vote to make a decision whether on an appeal from a planning staff decision or variance request. It has been difficult at times over the last several years to have 4 of 5 regular members attend meetings. Under the current structure of 5 members it requires 4 to transact the same business.

Recognizing a concern that under the current Board of Adjustment structure two Commissioners will always nominate an alternate member, staff developed and presented to the Board of Adjustment at its last meeting the suggested policy, which can be converted into an ordinance. As proposed in that modification, an existing alternate member would replace a regular member leaving the Board of Adjustment and then a new alternate would be appointed. In that way each Commissioner nominee whether initially a regular member or alternate member would ultimately serve as a regular member. It is my understanding that the Board of Adjustment, including the two alternate members, voted to recommend the adoption of the policy language as set forth below.

Staff is seeking the following direction from you:

(1) Proceed with a UDO text amendment to provide language set forth below that maintains a 5 member Board of Adjustment and that provides for alternates to replace regular members as a regular member seat is vacated;

OR

(2) Proceed with a UDO text amendment to increase the Board of Adjustment from 5 to 7 regular members.

**From:** Dan Scanlon  
**Sent:** Friday, May 25, 2012 10:45 AM  
**To:** Ike Mcree  
**Subject:** FW: BOA Member Policy

**From:** Brad Schuler  
**Sent:** Tuesday, May 22, 2012 1:13 PM  
**To:** Ben Woody; Dan Scanlon; Ike Mcree  
**Cc:** Tiffany Sanders  
**Subject:** RE: BOA Member Policy

Per Ben's email below, this is the proposed new membership language for the BOA and how it would look in the BOA's Rules of Procedure. At its last meeting, the BOA recommended that a policy be established that requires new members be appointed as alternates and then become regular members once a seat opens.

The proposal also eliminates the requirement of have the regular members represent each township due to the resulting complexity of appointing new members.

## II. APPOINTMENT AND TERMS

- (A) The Board shall consist of five (5) regular members and two (2) alternates, all appointed by the Board of Commissioners. ~~Each of the four Townships (Crawford, Fruitville, Moyock, and Poplar Branch) shall be represented by one (1) regular member on the Board. The remaining regular member shall be designated as an "at large" appointee.~~ All members of the Board shall be residents of Currituck County.
- (B) Regular members leaving the Board shall be replaced by existing alternate members; likewise, newly appointed members shall be assigned as alternate members, when practicable. In situations when this can not be met, seats shall be determined by the Board of Commissioners.
- (C) All Board members shall be appointed for three (3) year staggered terms, but may continue to serve until their successors have been appointed. Terms shall be on a calendar year basis (January 1st through December 31st).
- (D) Members may be appointed to a maximum of two successive terms.
- (E) Regular Board members may be removed by the Board at any time for failure to attend three (3) consecutive meetings, failure to attend thirty percent (30%) or more of the meetings within any twelve (12) month period, or for any other good cause relate to the performance of duties. Alternates may be removed for repeated failure to attend or participate in meetings.
- (F) If a regular or an alternate member moves outside the County or outside the Township represented by that member that shall constitute a resignation from the Board, effective upon the date a replacement is appointed.
- (G) An alternate member may sit in place of any regular member. When so seated, alternates shall have the same duties and power of a regular member they replace.

Below are the current members' terms:

### REGULAR MEMBERS

### TERMS

#### At Large

Bryan Bass  
Chairman  
196 Mariners Way  
Moyock, NC 27958  
252-435-6910  
[kbee.kta@verizon.net](mailto:kbee.kta@verizon.net)

Appointed 2007-2009  
Reappointed 2010-2012  
Crawford Township  
Years Served: 5  
Second term under UDO

#### District 1

Christian Conner  
Vice-Chairman  
115 Robnmar Lane  
Knotts Island, NC 27950

Appointed 2010-2012  
Fruitville Township  
Years Served: 2  
First term under

#### UDO

252-429-3173  
757-407-5419 (c)  
[chrisc@basnightlandandlawn.com](mailto:chrisc@basnightlandandlawn.com)

District 2 (Vacant)

Mills Riddick  
109 Deerfield Lane  
Aydlett, NC 27916  
252-564-2008  
[ccboamjr@gmail.com](mailto:ccboamjr@gmail.com)

Appointed 2012-2014  
Poplar Branch Township  
Years Served: 0  
First term under UDO

District 4

David Palmer  
3861 Caratoke Highway  
Barco, NC 27917  
252-207-2596  
[Dmprs5@yahoo.com](mailto:Dmprs5@yahoo.com)

Appointed 2011-2013  
Crawford Township  
Years Served: 1  
First term under UDO

At Large

Vivian Simpson  
149 Snowden Road  
Moyock, NC 27958  
252-435-6331 (w)  
252-267-3856 (c)  
[Vivian.Simpson@TowneBank.net](mailto:Vivian.Simpson@TowneBank.net)

Appointed 2012-2014  
Moyock Township  
Years Served: 0  
First term under UDO

Alternate Members

District 3

Theresa L. R. Dozier  
P.O. Box 52  
Barco, NC 27917  
252-232-0752 (w)  
252-202-1352 (c)  
[theresa.dozier@myech.com](mailto:theresa.dozier@myech.com)

Appointed 2011-2013  
Crawford Township  
Years Served: 1  
First term under UDO

District 5

Cameron Tabor  
608 Tulls Creek Road  
Moyock, NC 27958  
757-692-5657 (c)  
252-435-6734 (h)  
[camerontabor@hotmail.com](mailto:camerontabor@hotmail.com)

Appointed 2011-2013  
Moyock Township  
Years Served: 1  
First term under UDO

Brad Schuler

Planner I

Currituck County Planning and Community Development  
153 Courthouse Road, Suite 110  
Currituck, North Carolina 27929  
252-232-6033

CURRITUCK COUNTY  
NORTH CAROLINA  
May 21, 2012

The Board of Commissioners met at 6:00 p.m. to review the Department of Transportation Secondary Road Improvement Plan.

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, Etheridge, Martin and Petrey. Commissioner Aydlett was absent.

**A) Invocation**

**B) Pledge of Allegiance**

Scott Finicum, Chaplain Lower Currituck VFD, was present to give the invocation and Pledge of Allegiance.

**C) Approval of Agenda**

Commissioner Petrey moved to approve the agenda by adding a closed session to discuss personnel. Commissioner Gilbert seconded the motion. Motion carried.

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

**Public Hearings**

- A) Public Hearing and Action: PB 12-08 Coastal Explorations: Request for a special use permit for an Outdoor Tour Operator - Horse Tours. The property is located at 1118 Corolla Village Road, Tax Map 114, Parcel 36D, Poplar Branch Township (Beach).**

Sworn testimony was given prior to making statements.

Ben Woody, Planning Director, reviewed the request.

**ITEM:** PB12-08 Coastal Explorations - SUP Outdoor Tour Operator - Horse Tours

**LOCATION:** 1118 Corolla Village Road, Corolla

**TAX ID:** 0114-000-036D-0000

**ZONING DISTRICT:** CD-GB Conditional District- General Business

**PRESENT USE:** Special Use Permit for guided kayak tours  
Special Use Permit for Outdoor Recreation

**OWNER:** TFP, LLC  
PO Box 369  
Corolla, NC 27927

**APPLICANT:** Hadley Twiddy  
1118 Corolla Village Lane  
Corolla, NC 27927

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

	<b>Land Use</b>	<b>Zoning</b>
<b>NORTH:</b>	Vacant Lot	Zoned GB
<b>SOUTH</b>	Vacant Lot/Whalehead Boat House	Zoned R01
<b>EAST:</b>	Residential Lots/Horse Museum	Zoned R01/GB
<b>WEST:</b>	Currituck Sound	N/A

**LAND USE PLAN**

**CLASSIFICATION:** The 2006 Land Use Plan classifies the site as Conservation within the Corolla subarea.

**SIZE OF SITE:** 10.87 acres

**I. NARRATIVE OF REQUEST:**

- a. The applicant seeks a Special Use Permit for Outdoor Tour Operator.
- b. The request is for one vehicle (1 guide & 6 patrons) to be used for guided horse tours. Passengers will load and unload at the Coastal Explorations site.
- c. The proposed addition of guided horse tours to the existing guided kayak and boat tours does not require a change to the facility. There are no proposed structures or facilities associated with this request.

- d. The Board of Commissioners has considered limiting the total number of horse tour vehicles; however, no action has been taken to date.
- e. There is an existing wastewater issue. The applicant must resolve this issue or establish an on-site septic system. There is an existing septic system on an adjacent lot. Per the UDO, the permit issuing authority and the owner of two or more contiguous lots may agree to regard the lots as one lot if necessary or convenient to comply with any requirements of the ordinance. If the applicant opts to connect to the existing septic system, an easement must be recorded.

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

### Special Use Permit Criteria and Staff Findings:

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

In order to approve 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. Outdoor Tour Operators are permitted in the 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 conditions include all of the provisions for Outdoor Tour Operators in Section 3.7.3 of the Unified Development Ordinance.
- b. Provided outstanding wastewater issues are resolved; this request will meet the requirements of the ordinance

4. The special use will not endanger the public health or safety:

**Suggested Findings:**

- a. Based on the submittal, the project will not endanger the public health or safety.
  - b. There are no proposed changes to the existing site.
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 parcel is currently in a well established historical village commercial area that includes specialty retail shops, residences, Currituck Light and Heritage Park.
6. The special use will be in conformity with the Land Use Plan or other officially adopted plan.

**Suggested Findings:**

The 2006 Land Use Plan classifies this site as Conservation within the Corolla subarea. Insert LUP classification narrative. The proposed use is in keeping with the policies of the plan, some of which are:

- a. Policy ED1: new and expanding industries and businesses should be especially encouraged that:  
1) diversify the local economy, 2) train and utilize a more highly skilled labor force, and 3) are compatible with the environmental quality and natural amenity-based economy of Currituck County.
- b. Policy HP3: Development of the tourism and educational potential of the area's architectural, historic and cultural resources shall be encouraged.

The Corolla Village Small Area Plan designates this site as Conservation on the Future Land Use Map.

- c. Policy ED1: Promote the growth of existing businesses and the recruitment of new businesses that are compatible with the vision of the area.

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

**III. TECHNICAL REVIEW COMMITTEE RECOMMENDATION:**

Pursuant to the Unified Development Ordinance, the Technical Review Committee recommends **CONDITIONAL APPROVAL** subject to the following:

1. The applicant shall resolve the outstanding wastewater issues to the satisfaction of the County Engineer prior to commencement of this use and issuance of this Special Use Permit.
2. All tours must be guided from Memorial Day to Labor Day. Tag-a-long tours are permitted as long as the lead vehicle is operated by an employee of the tour company and subsequent vehicles are under the employee's supervision.
3. Tour/Rental vehicles shall be labeled with decals or paint markings that clearly display the company name. Label font size shall be a minimum of four inches.
4. Tours shall comply with Chapter 3: Article II. Wild Horses, Chapter 10: Article II. Beaches and all other applicable provisions of the Currituck County Code of Ordinances. Tours shall also operate in accordance with all State and Federal laws.
5. There shall be one parking space required for every vehicle seating 1-5 persons, two parking spaces required for every vehicle seating 6-10 persons etc., and one parking space required for every two employees. If any additional activities or uses occur on-site, additional parking may be required per the Unified Development Ordinance. Currently there is adequate parking available. Parking can be accommodated on-site based on the existing retail and apartment uses; however, if the approved additional retail and accessory apartment are constructed; satellite parking will need to be reviewed and approved.

Use	Parking Requirement	Quantity	Parking Total
Horse Tour Rentals	Tour vehicle seating 6-10 persons = 1 space per vehicle	1	2
Employees (Horse tours)	1 space/2 employees	1	1
Existing Retail Space	1 space/ 400 sq. ft.	528 sq. ft.	2
Existing Accessory Apartment	2 spaces/dwelling unit	1	2
Total Available:	7	Total Proposed	7

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

**IV. PLANNING BOARD RECOMMENDATION:**

The Planning Board **recommended approval** of PB 12-08 with the Findings of fact and staff recommendations included in the case analysis and the following condition:

- Provided outstanding wastewater issues are resolved; this request will meet the requirements of the ordinance.

**PLANNING BOARD DISCUSSION (April 10, 2012)**

Mr. Eadus stated they have three options for wastewater: the existing system is tied into the Corolla Light system and permit a new line, an on-site system on the adjacent property, or tie into the Ocean Hill system. Mr. Eadus stated they will have a resolution for the wastewater issue by the time this goes before the Board of Commissioners.

Ms. Everhart asked for clarification on the tag-a-long tours.

Ms. Twiddy stated they will have one vehicle with 6 people.

**PLANNING BOARD ACTION**

Ms. Everhart moved to approve PB 12-08 with the findings of fact and staff recommendations included in the case analysis and the following condition:

- Provided outstanding wastewater issues are resolved; this request will meet the requirements of the ordinance.

Mr. Cartwright seconded the motion. Motion carried unanimously.

Chairman Rorer opened the public hearing.

Warren Eadus, Engineer, stated that he has secured the septic tank and requested the Board to allow him to have 90 days for the cure period or install a central water system.

Commissioner Petrey questioned how many vehicles he had.

Commissioner Martin questioned that he has all year to take care of this issue.

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

Commissioner Etheridge moved to approve with findings of facts and TRC recommendations included in the case analysis and outstanding wastewater issue must be resolved in 90 days. Commissioner Martin seconded the motion. Motion carried.

**B) Public Hearing and Action: PB 12-07 Corolla Jeep Rentals & Tours: Request for a special use permit for an Outdoor Recreation Facility. The property is located in Corolla, NC, Tax Map 102, Parcels 23, 24, and 25, Fruitville Township (Beach).**

Sworn testimony was taken prior to making statements.

Ben Woody, Planning Director, reviewed the request.

**ITEM:** PB 12-07 Corolla Jeep Rentals & Tours -  
Outdoor Recreation

**LOCATION:** Corolla, NC

**TAX IDS:** 0102-000-0025-0000, 0102-000-0024-0000,  
0102-000-0023-0000

**ZONING DISTRICT:** R02 - Outer Banks Limited Access  
Residential District

**PRESENT USE:** Vacant Land

**OWNER:** Banks Meredith  
1070 Ocean Trail  
Corolla, NC 27927

**APPLICANT:** Banks Meredith  
1070 Ocean Trail  
Corolla, NC 27927

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

	<b>Land Use</b>	<b>Zoning</b>
<b>NORTH:</b>	Vacant Land/Penny's Hill	R02
<b>SOUTH</b>	Vacant Land	R02
<b>EAST:</b>	Residential	R02
<b>WEST:</b>	Residential	R02

**LAND USE PLAN**

**CLASSIFICATION:** The 2006 Land Use Plan classifies the site as Conservation within the Carova subarea.

**SIZE OF SITE:** 39.7 acres

**IV. NARRATIVE OF REQUEST:**

- a. The applicant is requesting a Special Use Permit for a Private Outdoor Recreational Facility that includes launching Kayak and Outdoor Utility Vehicle (OUV) tours. Outdoor Utility Vehicles are similar to ATVs.
- b. All tours will originate from the Corolla Jeep Rentals & Tours property at 1070 Ocean Trail in vehicles approved by SUP PB10-05 Corolla Jeep Rentals & Tours Outdoor Tour Operator.
- c. There are no proposed structures.
- d. The applicant is proposing four (4) kayak tours per day with a maximum of 8 persons on a 2-hour tour; and four (4) OUV tours per day with a maximum of 8 persons on a 2-hour tour.
- e. Kayaks and OUVs are proposed to be stored on the property.
- f. The Currituck County Code of Ordinances regulates ATVs, Motorcycles & Mopeds in the R02 area and limits the number of yearly ATV permits to two

- (2) per property owner. OUVs are considered ATVs by the Sheriff's Department.
- g. The applicant is proposing to traverse Penny's Hill and launch kayaks from the Southwest side. A geological analysis of the impact on the significant dune may be required to address this use per Section 4.7.5 of the UDO. The applicant has indicated that he will provide the geological analysis to demonstrate compliance with the UDO.
- h. Planning Staff has requested proof of legal access to the property and has offered the following guidance to satisfy the request: 1. Provide a deed of easement to use Munson Lane (private ROW) or Malbon Lane (private ROW) or 2. Provide documentation and a legal opinion that the ocean access easement shown on the submitted site plan is at least 20' wide per the UDO Section 2.6.1 and the Fire Marshall's requirement.

**V. 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. Private Outdoor Recreational Facilities are permitted in the R02 zoning district with a Special Use Permit.

5. The conditions proposed meet or exceed the minimum requirements of this ordinance.

**Suggested Findings:**

- a. Provided access concerns are addressed, the proposed use meets the ordinance.
6. The special use will not endanger the public health or safety:
- Suggested Findings:**
- a. Provided access concerns are addressed, the use will not endanger the public health or safety.
- b. There are no permanent structures and the site will remain in its natural state.
6. 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. Staff has not received or reviewed any information or documents in order to suggest a finding; it is unclear what the impacts will be.
- b. There are no permanent structures and the site will remain in its natural state.
7. The special use will be in conformity with the Land Use Plan or other officially adopted plan.

**Suggested Findings:**

The 2006 Land Use Plan classifies this site as Conservation within the Carova subarea. The proposed use is in keeping with the policies of the plan, some of which are:

- a. Policy ED1: New and expanding businesses should be especially encouraged that: 1) diversify the local economy 2) train and utilize a more highly skilled labor force and 3) are compatible with the environmental quality and natural amenity based economy of Currituck County
- b. Policy PA1: Public access to the sound and ocean waters of Currituck County is essential to the quality of life of residents and visitors, as well as the economy of the area. The County supports the establishment of ADDITIONAL PUBLIC AND PRIVATE ACCESS opportunities to the waters of Currituck County. (Also see Outer Banks Policy Section.)
- c. Policy PA2: The County supports MANY FORMS OF "ACCESS" to the water, including scenic outlooks and boardwalks, boat ramps, marinas and

docks, fishing piers, canoe and kayak launches, and other means of access. Whenever possible, such facilities shall be designed to accommodate the needs of handicapped individuals

d. Policy HP3: Development of TOURISM AND EDUCATIONAL POTENTIAL of the area's architectural, historic and cultural resources shall be encouraged.

8. 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 use will not exceed the county's ability to provide adequate public facilities.

**VI. TECHNICAL REVIEW COMMITTEE RECOMMENDATION:**

Pursuant to the Unified Development Ordinance, the Technical Review Committee recommends **CONDITIONAL APPROVAL** subject to the following:

- 1) The applicant shall provide proof of the required 20' legal access.
- 2) The applicant shall address the access concerns and obtain approval of the Fire Marshall.
- 3) This Special Use Permit is valid only in conjunction with a valid Special Use Permit for Outdoor Tour Operator issued to Corolla Jeep Rentals & Tours at 1070 Ocean Trail in Corolla, NC. (PB10-05)
- 4) All tours will originate from the property at 1070 Ocean Trail in vehicles approved by SUP PB10-05 Corolla Jeep Rentals & Tours - Outdoor Tour Operator. All commercial transactions shall occur at the Corolla Storefront at 1070 Ocean Trail.
- 5) There shall be a maximum of four (4) kayak tours and four (4) OUV tours per day. In accordance with the Currituck County Code of Ordinances there shall be no more than two (2) OUV's.

- 6) Kayaks and OUV's shall be labeled with decals or paint markings that clearly display the company name.
- 7) Tours shall operate during daylight hours only.
- 8) Tour patrons have access to restrooms at the Corolla Jeep Rentals & Tours location at 1070 Ocean Trail.
- 9) Tour participants shall not enter upon private property along the canals or the Currituck Sound.
- 10) Tours shall comply with Chapter 3: Article II. Wild Horses, Chapter 10: Article II. Beaches and all other applicable provisions of the Currituck County Code of Ordinances. Tours shall also operate in accordance with State and Federal Laws.

**VII. PLANNING BOARD RECOMMENDATION:**

The Planning Board **recommended denial** of the special use permit due to one of the special use permit criteria not being met; the special use will injure the value of adjoining or abutting property; and will not be in harmony with the area in which it is located.

Chairman Rorer opened the public hearing.

Banks Meredith, applicant, reviewed the history of his company and request.

Commissioner Petrey, questioned the noise and type of mufflers to be installed on ATVs.

Commissioner O'Neal stated that the neighbors can legally have 2 ATV permits per household.

Rebecca Beasley, stated that the vehicles will scare the wild horses and opposes the request.

Mike Long, opposes request because it is not in harmony with the area.

Marie Long, opposes the request.

Mr. Meredith, answered concerns that had been mentioned.

Chairman Rorer closed the public hearing.

Commissioner Petrey moved to approve Kayaks only. Commissioner Martin seconded the motion. Motion failed with Commissioners Rorer, Etheridge, O'Neal and Gilbert voting no.

Commissioner O'Neal moved to approve with findings of fact and TRC recommendations included in the case analysis and to include a muffler system. Commissioner Gilbert seconded the motion. Motion carried with Commissioners Petrey and Martin voting no.

### **Administrative Reports**

#### **A) Presentation of the Currituck County FY 2012-13 Budget**

Dan Scanlon, County Manager, presented the FY 2012-13 Budget. There is no change in the county wide tax rate, no net increase in the General Fund Budget, a 9.5% decrease in the total budget, and a 2% COLA proposed.

The Budget can be reviewed on the county web site and a copy is in the County Manager's office.

Commissioner O'Neal commended the County Manager and Finance Director for a balanced budget.

Commissioner O'Neal moved to hold a public hearing on the budget on June 4, 2012. Commissioner Martin seconded the motion. Motion carried.

### **New Business**

#### **A) Board Appointments:**

1. Appointment to Tourism Advisory Board

Chairman Rorer appointed Shearl Bell. Commissioner O'Neal seconded the motion. Motion carried.

#### **B) Consent Agenda:**

1. Resolution to acquire certain property of William Waters

2. Petition for Addition of Fox Lane to NCDOT System
3. Approval of May 7, 2012 Minutes
4. Barnhill Contracting Company: Change Order #1 to increase contract time and undercut/backfill quantity for Maple Commerce Park. Cost of change order is \$10,307.50.
5. Budget Amendments

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

**RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE  
CERTAIN PROPERTY OF WILLIAM WATERS**

**WHEREAS**, the Board of Commissioners for the County of Currituck, North Carolina hereby determines that it is necessary and in the public interest to acquire an easement over certain property owned by William Waters for the following purpose:

To locate, construct, repair, maintain and improve an underground utility line; and

**WHEREAS**, the proper officials or representative of the County of Currituck sought to acquire the needed interest in that certain property of William Waters by negotiated conveyance; and

**WHEREAS**, unable to acquire the needed interest in that certain property William Waters by negotiated conveyance it is necessary to acquire the needed interest through proceedings established by Chapter 40A of the General Statutes of North Carolina.

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

Section 1. The County of Currituck shall acquire through the exercise of eminent domain, for the purposes stated above, the necessary easement for the public purpose described above over property owned by William Waters and located in Moyock Township more particularly described in that deed recorded at Deed Book 998, Page 71 of the Currituck County Registry and the county attorney shall institute the necessary proceedings under Chapter 40A of the General Statutes of North Carolina to acquire an easement over, upon, on and through said property.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
28450-532000	Supplies	\$ 2,000	
28380-481000	Investment Earnings		\$ 2,000
		\$ 2,000	\$ 2,000

**Explanation:** *Revaluation (28450)* - Increase appropriations for supplies associated with revaluation.

**Net Budget Effect:** Revaluation Fund (28) - Increased by \$2,000.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10540-532000	Supplies	\$ 1,500	
10540-514000	Travel		\$ 500
10540-516200	Vehicle Maintenance		\$ 1,000
		\$ 1,500	\$ 1,500

**Explanation:** *Inspections (10540)* - Transfer funds to purchase electrical code books for building inspectors.

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

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10660-532000	Supplies	\$ 500	
10660-516200	Vehicle Maintenance	\$ 300	
10660-511000	Telephone & Postage		\$ 500
10660-514800	Fees Paid to Officials		\$ 300
		\$ 800	\$ 800

**Explanation:** *Planning (10660)* - Transfer funds for Planning operations for the remainder of this fiscal year.

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

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or <u>Increase Expense</u>	Increase Revenue or <u>Decrease Expense</u>
10535-502100	Overtime	\$ 2,000	
10535-557100	Software License Fees	\$ 1,436	
10535-521000	Rent	\$ 5,900	
10535-590000	Capital Outlay	\$ 6,000	
10535-502000	Salaries		\$ 10,000
10535-503500	Temporary Services		\$ 2,000
10535-506000	Health Insurance		\$ 1,000
10535-514000	Travel		\$ 900
10535-545000	Contract Services		\$ 1,436
		<u>\$ 15,336</u>	<u>\$ 15,336</u>

**Explanation:** *Communications (10535)* - Transfer funds for operations for the remainder of this fiscal year.

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

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or <u>Increase Expense</u>	Increase Revenue or <u>Decrease Expense</u>
10511-516200	Vehicle Maintenance	\$ 2,500	
10511-531000	Gas	\$ 2,000	
10511-532000	Supplies	\$ 2,000	
10511-536000	Uniforms	\$ 1,200	
10511-514000	Travel		\$ 2,000
10511-516000	Repairs & Maintenance		\$ 2,000
10511-547000	Meals		\$ 3,700
		<u>\$ 7,700</u>	<u>\$ 7,700</u>

**Explanation:** *Jail (10511)* - Transfer budgeted funds for operations for the remainder of this fiscal year.

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

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10512-531000	Gas	\$ 2,000	
10512-532000	Supplies		2,000
		\$ 2,000	\$ 2,000

**Explanation:** *Animal Control (10512)* - Transfer budgeted funds for operations for the remainder of this fiscal year.

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

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10510-502000	Salaries	\$ 47,500	
10510-505000	FICA	\$ 3,634	
10510-507000	Retirement	\$ 3,349	
10510-508000	Supplemental Retirement	\$ 2,375	
10510-531000	Gas	\$ 90,000	
10510-506000	Health Insurance		\$ 1,700
10510-513000	Utilities		\$ 1,000
10510-514000	Travel		\$ 1,500
10510-526000	Advertising		\$ 400
10511-502000	Salaries		\$ 10,000
10511-506000	Health Insurance		\$ 3,852
10330-423000	Jail Fees		\$ 4,500
10330-424000	Officer Fees		\$ 25,000
10310-400011	Ad Valorem Taxes		\$ 98,906
		\$ 146,858	\$ 146,858

**Explanation:** *Sheriff (10510)* - Increase appropriations for shift differentials, position transfers, paid out vacation for separated employees and fuel for the remainder of this fiscal year.

**Net Budget Effect:** Operating Fund (10) - Increased by \$128,406.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10795-545000	Contract Services	\$ 200	
10795-511000	Telephone & Postage	\$ 600	
10795-516000	Maintenance & Repair		\$ 800
		<u>\$ 800</u>	<u>\$ 800</u>

**Explanation:** *Recreation (10795)* - Transfer funds for operations for the remainder of this fiscal year.

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

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10530-516200	Vehicle Maintenance	\$ 7,650	
10530-502100	Overtime	\$ 69,973	
10530-532000	Supplies	\$ 1,000	
10530-513000	Gas	\$ 20,000	
10530-511000	Telephone & Postage	\$ 400	
10530-536000	Uniforms	\$ 1,600	
10530-590000	Capital Outlay	\$ 5,200	
10530-533900	Ambulance Supplies	\$ 4,000	
10530-502000	Salaries		\$ 60,000
10530-502200	Holiday		\$ 20,000
10530-514500	Training & Education		\$ 800
10530-545000	Contract Services		\$ 1,650
10530-514800	Fees Paid to Officials		\$ 1,200
10530-561200	Billing Fees		\$ 7,000
10530-540000	Workers Comp		\$ 9,973
10530-557100	Software License Fees		\$ 9,200
		<u>\$ 109,823</u>	<u>\$ 109,823</u>

**Explanation:** *Emergency Medical Services (10530)* - Transfer funds for operations for the remainder of this fiscal year and to purchase a training manikin from capital outlay.

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

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10541-514000	Travel	\$ 258	
10541-516000	Repairs & Maintenance	\$ 850	
10541-531000	Gas	\$ 1,200	
10541-513000	Utilities		\$ 1,250
10541-540000	Worker's Comp		\$ 128
10541-590000	Capital Outlay		\$ 930
		\$ 2,308	\$ 2,308

**Explanation:** *Fire Prevention (10541)* - Transfer funds for operations for the remainder of this fiscal year.

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

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
61818-511010	Data Transmission	\$ 100	
61818-516000	Maintenance & Repair	\$ 8,000	
61818-531000	Gas	\$ 8,500	
61818-532000	Supplies	\$ 1,500	
61818-533200	Lab Tests	\$ 1,500	
61881-545100	Credit Card Fees	\$ 600	
61818-552000	Overage(Shortage)	\$ 10	
61818-590441	Technology Over \$1,000		\$ 2,000
61818-590003	Fire Hydrants		\$ 3,000
61818-545000	Contract Services		\$ 6,000
61818-513000	Utilities		\$ 8,210
61818-514000	Travel		\$ 1,000
		\$ 20,210	\$ 20,210

**Explanation:** *Mainland Water (61818)* - Transfer funds for operations for the remainder of this fiscal year.

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

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10330-430600	Elderly & Disabled Transportation	\$ 112,497	
10560-545000	Contract Services		\$ 112,497
		\$ 112,497	\$ 112,497

**Explanation:** *Inter-County Transportation (10560)* - Adjust budget for the decreased amount the County received in ROAP funding.

**Net Budget Effect:** Operating Fund (10) - Decreased by \$112,497.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10606-511000	Telephone & Postage	\$ 300	
10606-531000	Gas, Oil	\$ 700	
10606-592000	Conservation Projects		\$ 1,000
		\$ 1,000	\$ 1,000

**Explanation:** *Soil Conservation (10606)* - Transfer funds for operations for the remainder of this fiscal year.

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

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
66868-590441	Technology > \$1,000	\$ 646	
66868-590000	Capital Outlay	\$ 234	
66868-545100	Credit Card Fees	\$ 2,000	
66868-545101	Credit Card Fees		\$ 2,000
66868-545102	Credit Card Fees		\$ 1,000
66868-540000	Worker's Comp		\$ 11,216
66868-531000	Gas	\$ 10,000	



<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10750-532000	Supplies		\$ 3,000
10750-514000	Travel		\$ 1,000
10750-531000	Gas, Oil, Etc.		\$ 1,000
10750-561000	Professional Services	\$ 5,000	
10760-585001	Donations-Currituck Kids	\$ 2,000	
10380-487001	Donations-Currituck Kids		\$ 2,000
		\$ 7,000	\$ 7,000

**Explanation:** SOCIAL SERVICES ADMIN (750) - Increase needed for Professional Services due to required psychological evaluations for CPS cases. COUNTY ASSISTANCE (760) - Received additional funds from Currituck Kids organization for summer camp and foster child expenses.

**Net Budget Effect:** Operating Fund (10) - Increased by \$1,000.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10441-532441	Technology < \$1,000	\$ 2,739	
10441-557100	Software License Fees	\$ 4,199	
10441-545000	Contract Services	\$ 20,740	
10441-590000	Capital Outlay		\$ 27,678
		\$ 27,678	\$ 27,678

**Explanation:** Information Technology (10441) - Transfer budgeted funds from capital outlay for additional firewalls, monitors, annual software/hardware support, Sharepoint configuration and set-up, CITRIX VDI setup and Replay 4 Backup software maintenance.

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

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10450-514500	Training and Education	\$ 150	

10450-514000	Travel		\$	150
10460-516000	Repair & Maintenance	\$	2,500	
10460-513000	Utilities		\$	2,500
10461-511000	Telephone & Postage	\$	400	
10461-536000	Uniforms		\$	5
10461-516200	Vehicle Maintenance		\$	395
10900-582400	Notes Payable	\$	115	
10440-561000	Professional Services		\$	115
			<u>\$</u>	<u>3,165</u>
			<u>\$</u>	<u>3,165</u>

**Explanation:** Various Departments - Transfers for operations for the remainder of this fiscal year.  
**Net Budget Effect:** Operating Fund (10) - No change.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>		<b>Credit</b>		
			Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense	
10545-561000	Professional Services	\$	5,000			
10310-400011	Ad Valorem Taxes 2011 Levy			\$	5,000	
			<u>\$</u>	<u>5,000</u>	<u>\$</u>	<u>5,000</u>

**Explanation:** Medical Examiner (10545) - Increase appropriations for medical examiner services for the remainder of this fiscal year.  
**Net Budget Effect:** Operating Fund (10) - Increased by \$5,000.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>		<b>Credit</b>	
			Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense
12543-532103	Fire Supplies	\$	4,000		
12543-544003	Volunteer Assistance			\$	4,000
12546-554006	Insurance	\$	4,933		
12546-544006	Volunteer Assistance			\$	4,933
12548-516115	Buildings and Grounds	\$	2,000		
12548-531015	Gas	\$	21,000		
12548-561015	Professional Services	\$	1,200		
12548-532115	Fire Supplies			\$	24,200

\$	33,133	\$	33,133
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**Explanation:** Moyock Volunteer Fire Department (12543); Corolla Volunteer Fire Department (12546); Knotts Island Volunteer Fire Department (12548) - Transfer budgeted funds for operations for the remainder of this fiscal year.

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

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
26535-590000	Capital Outlay Fund Balance	\$ 13,500	
26390-499900	Appropriated		\$ 13,500
		<u>\$ 13,500</u>	<u>\$ 13,500</u>

**Explanation:** Emergency Telephone (26535) - To appropriate funds for remaining 911 consoles.

**Net Budget Effect:** Emergency Telephone System Fund (26) - Increased by \$13,500.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
40750-587051	T T - School Construction Fund	\$ 998,179	
40750-587050	T T - County Govt Construction Fund		\$ 998,179
		<u>\$ 998,179</u>	<u>\$ 998,179</u>

**Explanation:** Capital Improvements (40750) - Transfer funding for COA facility.

**Net Budget Effect:** Capital Improvements Fund (40) - No change.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
60808-590000	Capital Outlay	\$ 4,400	

60808-588000	Contingency	\$	4,400
		\$	4,400
		\$	4,400

**Explanation:** Ocean Sands Water and Sewer (60808) - Transfer contingency funds to replace pumps.

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

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
		Increase Expense	Expense
63838-545900	Tire Disposal	\$ 7,000	
63838-571500	Recycling		\$ 7,000
		\$ 7,000	\$ 7,000
		\$ 7,000	\$ 7,000

**Explanation:** Solid Waste (63838) - Transfer funds for tire disposal for the remainder of this fiscal year.

**Net Budget Effect:** Solid Waste Fund (63) - No change.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
		Increase Expense	Expense
64360-471000	Tap and Connection Fees		\$ 5,760
64390-495010	T F - Operating Fund		\$ 15,940
64848-511000	Telephone and Postage	\$ 300	
64848-513000	Utilities	\$ 5,500	
64848-532000	Supplies	\$ 3,200	
64848-533200	Lab Tests	\$ 6,500	
64848-533800	Chemicals	\$ 2,500	
64848-553000	Dues & Subscriptions	\$ 2,500	
64848-590000	Capital Outlay	\$ 1,200	
10990-587064	T T - Maple Commerce Park Sewer	\$ 15,940	
10310-400011	Ad Valorem Taxes - 2011 Levy		\$ 15,940
		\$ 37,640	\$ 37,640
		\$ 37,640	\$ 37,640

**Explanation:** Operating Transfers (10990); Maple Commerce Park Sewer (64848) - To establish operating budget for the Maple Commerce Park Sewer.

**Net Budget Effect:** Operating Fund (10) - Increased by \$15,940.  
Maple Commerce Park Sewer Fund (64) - Increased by \$21,700.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
50650-590000	Maple Commerce Pk Roadway/Utilities	\$ 10,308	
50650-588000	Contingency		\$ 10,308
		\$ 10,308	\$ 10,308

**Explanation:** Maple Commerce Park (50650) - Transfer contingency funds for change order #1, Barnhill Contracting Company - increase in undercut/backfill.

**Net Budget Effect:** County Governmental Construction (50650) - No change.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10440-532000	Supplies	\$ 454	
10440-514000	Travel	\$ 1,000	
10445-532000	Supplies	\$ 562	
10980-545000	Contract Services	\$ 10,568	
10980-502100	Overtime	\$ 50,100	
10980-503500	Temporary Salaries	\$ 1,500	
10980-505000	FICA	\$ 3,947	
10980-507000	Retirement	\$ 6,213	
10530-531000	Gas	\$ 17,730	
10330-445100	Public Assistance/FEMA		\$ 92,074
		\$ 92,074	\$ 92,074

**Explanation:** Disaster Recovery (10980) - EMS/Fire claims from Hurricane Irene - PW 699 .

**Net Budget Effect:** Operating Fund (10) - Increased by \$92,074.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10980-590000	Capital Outlay	\$ 4,146	
10980-545000	Contract Services	\$ 100,453	
10460-531000	Gas	\$ 878	
10440-514500	Training & Education	\$ 485	
10330-445100	Public Assistance/FEMA		\$ 105,962
		\$ 105,962	\$ 105,962

**Explanation:** Disaster Recovery (10980) - Debris removal from Hurricane Irene - PW 800 .  
**Net Budget Effect:** Operating Fund (10) - Increased by \$105,962.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
57878-588000	Contingency	\$ 216,045	
57878-597000	Reimbursable Expenses	\$ 79,690	
57878-596100	Professional Services	\$ 283,466	
57878-594500	Contract Services	\$ 2,120,799	
57390-490000	Proceeds from debt		\$ 2,700,000
		\$ 2,700,000	\$ 2,700,000

**Explanation:** Moyock Central Sewer (57878) - To record debt proceeds for the Moyock Central Sewer construction.  
**Net Budget Effect:** Moyock Central Sewer Fund (57) - Increased by \$2,700,000.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10440-511000	Telephone & Postage	\$ 800	
10440-535000	Safekeeping Fees		\$ 800
10750-514500	Training & Education	\$ 440	
10750-540000	Worker's Comp		\$ 440

10795-576001	Youth Baseball/Softball	\$	490		
10795-576003	Flag Football			\$	500
10795-590441	Technology > \$1,000	\$	10		
12546-531006	Gas	\$	2,500		
12546-544006	Volunteer Assistance			\$	2,500
			\$ 4,240		\$ 4,240

**Explanation:** Various Departments - Transfers for operations.

**Net Budget Effect:** Operating Fund (10) - No change.  
 Fire Services Fund (12) - No change.

**C) Commissioner's Report**

Commissioner Gilbert stated that there will be a meeting for the Launch Landing residents next week.

**D) County Manager's Report**

No comments

**Special Meeting**

**Tourism Development Authority**

Chairman Rorer called the meeting to order

**Presentation of Tourism Development Authority Budget**

Dan Scanlon, County Manager, presented the FY 2012-13 budget. A public hearing will be scheduled for the June 4, 2012 meeting.

**Budget Amendments**

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

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
15447-545000	Contract Services	\$ 18,507	
15320-415000	Occupancy Tax		\$ 18,507

\$	18,507	\$	18,507
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**Explanation:** Occupancy Tax; Tourism Related Expenditures (15447) - Increase appropriations for repairs caused by erosion and Sound Park.

**Net Budget Effect:** Occupancy Tax Fund (15) -Increased by \$18,507.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
15442-532500	Retail Merchandise	\$ 20,000	
15442-545000	Contract Services	\$ 200	
15442-590000	Capital Outlay	\$ 17,300	
15442-590441	Technology > \$1,000	\$ 2,500	
15320-415000	Occupancy Tax		\$ 40,000
		\$ 40,000	\$ 40,000

**Explanation:** Occupancy Tax; Tourism Promotion (15442) - Increase appropriations for equipment and merchandise for start-up of retail sales and Corolla and Moyock Visitor's Centers.

**Net Budget Effect:** Occupancy Tax Fund (15) -Increased by \$40,000.

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
15447-532460	Building Supplies	\$ 1,000	
15447-545000	Contract Services	\$ 13,000	
15447-561000	Professional Services		\$ 7,500
15447-532160	Maintenance Supplies		\$ 4,000
15447-590000	Capital Outlay		\$ 2,500
		\$ 14,000	\$ 14,000

**Explanation:** Occupancy Tax; Tourism Related Expenditures (15447) -Transfer funds for operations for remainder of this fiscal year.

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

<u>Account Number</u>	<u>Account Description</u>	<b>Debit</b>	<b>Credit</b>
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
15447-516002	Outer Banks Access Ramps	\$ 22,000	
15320-415000	Occupancy Tax		\$ 22,000
		\$ 22,000	\$ 22,000

**Explanation:** Occupancy Tax; Tourism Related Expenditures (15447) -Increase appropriations to maintain the beach access ramp.

**Net Budget Effect:** Occupancy Tax Fund (15) -Increased by \$22,000.

**Adjourn**

There being no further business, the meeting was adjourned.

**July 1, 2012 Through June 30, 2013**

**Home and Community Care Block Grant for Older Adults**

**Agreement for the Provision of County-Based Aging Services**

This Agreement, entered into as of this 1st day of July, 2012, by and between the County of Currituck (hereinafter referred to as the "County") and the Albemarle Commission Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:  
Currituck County Senior Center \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 1.(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DOA-732) for the period ending June 30 for the year stated above.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.

3. Grant Administration. The grant administrator for the Area Agency shall be Susan Scurria, Director. The grant administrator for the County shall be Diane Bray, Senior Center Coordinator (title).

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DOA-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DOA-732).

(a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

(b) Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

(c) Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

(d) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm> .

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and/or by the DAAS Program Compliance Representative (PCR). Local Departments of Social Services providing Adult Day Care, Adult Day Health Care, Housing and Home Improvement, and/or In-Home Aide (all levels) through the Home and Community Care Block Grant will receive monitoring by the State PCR. All other services and grantees are monitored by the Area Agency on Aging serving the counties' PSA.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (7/1/03 and revised 10/1/09). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of

Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director  
North Carolina Division of Aging and Adult Services  
2101 Mail Service Center  
693 Palmer Drive  
Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Circular A-133.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Circular A-133, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Circular A-133, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp>.

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Circular A-133 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
<ul style="list-style-type: none"> <li>Less than \$25,000 in State or Federal funds</li> </ul>	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
Greater than \$25,000 and less than \$500,000 in State or Federal Funds	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> <li>\$500,00+ in State funds <u>and</u> Federal pass through in an amount less than \$500,000</li> </ul>	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
<ul style="list-style-type: none"> <li>\$500,000+ in State funds <u>and</u> \$500,000+ in Federal pass through funds (i.e. at least \$1,000,000)</li> </ul>	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use State and Federal funds
<ul style="list-style-type: none"> <li>Less than \$500,000 in State funds <u>and</u> \$500,000+ in Federal pass through funds</li> </ul>	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use Federal funds, but <u>not</u> State funds.

12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service

provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Circular A-122 requirements, requirements of A-110, requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.

13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.

17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.

21. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

Currituck County

Attest:

\_\_\_\_\_ By: \_\_\_\_\_  
Chairman, Board of Commissioners

**Area Agency**

Attest:

\_\_\_\_\_ By: \_\_\_\_\_  
Area Agency Director Executive Director,  
Lead Regional Organization

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: \_\_\_\_\_  
FINANCE OFFICER, Lead Regional Organization

**Home and Community Care Block Grant for Older Adults**

DOA-731 (Rev. 2/12)

**County Funding Plan**

County: Currituck  
July 1, 2012 through June 30, 2013

**County Services Summary**

Services	A				B	C	D	E	F	G	H	I
	Access	In-Home	Other	Total	Required Local Match	Net Service Cost	USDA Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units
In-Home Lv. I		7465		//////////	829	8294		8294	503	16.5	3	503
In-Home Lv. II		33216		//////////	3691	36907		36907	1,995	18.5	6	1,995
In-Home Lv. III		20851		//////////	2317	23168		23168	1,252	18.5	2	1,252
Adult Day Health Care			8259	//////////	918	9177		9177	204	45	3	204
Transportation	26624			//////////	2958	29582		29582	2,367	12.5	14	2,367
Home Del. Meals		35699		//////////	3967	39666	3161	42827	5,268	7.53	67	5,268
Cong. Meals			30318	//////////	3369	33687	3139	36826	5,231	6.44	128	5,231
				//////////	0	0		0				
				//////////	0	0		0				
				//////////	0	0		0				
				//////////	0	0		0				
				//////////	0	0		0				
				//////////	0	0		0				
				//////////	0	0		0				
<b>Total</b>	<b>26624</b>	<b>97231</b>	<b>38577</b>	<b>162432</b>	<b>18048</b>	<b>180481</b>	<b>6299</b>	<b>186780</b>	<b>16819</b>	<b>//////////</b>	<b>223</b>	<b>16819</b>

\_\_\_\_\_  
Signature, Chairman, Board of Commissioners      Date

**Gwen Keene**

**From:** Dan Scanlon  
**Sent:** Tuesday, May 29, 2012 3:00 PM  
**To:** Gwen Keene  
**Subject:** FW: March 31, 2012 Fiscal Monitoring Report for ECBH  
**Attachments:** FMR ECBH March 2012 New Form.xlsx

**From:** Joy Futrell [mailto:jfutrell@ecbhme.org]  
**Sent:** Friday, May 25, 2012 1:49 PM  
**To:** Joy Futrell; Bobby Outten; Dan Scanlon; David Peoples; 'David Smitherman'; Dot Vick (Dot.Vick@nhcnc.net); fmilazi@washconc.org; Harold Blizzard; Jim Chrisman (jim.chrisman@beaufort.nc.gov); Melissa Moore-Freeman; Melonie Bryan; 'Paul Parker'; Paul Spruill; Randell Woodruff; 'Keaton, Randy'; W Russell Overman; Sandy Pittman; tim.buck@pamlicocounty.org; tchappell@gatescounty.nc.gov; Willie Mack Carawan Jr; robbin.stephenson@hertfordcountync.gov; loria.williams@hertfordcountync.gov; maryjane.westphal@pamlicocounty.org; Richard Hemphill; Clarann Mansfield; Franky Howard; wayne.jenkins@nhcnc.net; Cindy Ange; frank.kiah@bertie.nc.gov; Frank Heath; Sharon Ward; Zee.lamb@chowan.nc.gov; dbone@martincountyncgov.com  
**Cc:** Leza Wainwright  
**Subject:** March 31, 2012 Fiscal Monitoring Report for ECBH

Attached please find the March 31, 2012 fiscal monitoring report for ECBH. The format is new. In addition to new accounts for our Medicaid waiver which began 4/1/12, there are also new expenditure line items for Merger and MCO Start-Up expenses. Our final quarterly report for this year, will include revenues and expenses for the Medicaid waiver for the last quarter and I will specifically explain those on the next report. There is also a new section 4 which provides information on any budgeted fund balance. As you can see on this report our board approved the designation of \$6,949,352 of our fund balance to be used for waiver start-up. (7/1/11 – 3/31/12 was the start-up time.) As of 3/31/12 ECBH had spent \$4,115,376 of that amount. While there may be a few more late bills for those expenditures, it should be very little. We are no longer using these funds since we implemented the wavier on April 1. The report includes our budget as approved by our Board and all revenues and expenditures for the first three quarters. The county appropriations include both the county general and ABC allocation from each county. This report was due and submitted to DHHS on 04/20/12. Per GS 122C-117 3(c), LMEs are to provide this fiscal monitoring report to the county. (see specific language below) I know there have been changes in some county manager positions, so if you are one of those counties, please send me the updated email contacts.

Please let me know if you have any questions about the report. Thank you, Joy

Below is taken straight from GS 122C-117 3(c) in regards to our roles for this report:

Within 30 days of the end of each quarter of the fiscal year, the area director and finance officer of the area authority shall provide the quarterly report of the area authority to the county finance officer. The county finance officer shall provide the quarterly report to the board of county commissioners at the next regularly scheduled meeting of the board. The clerk of the board of commissioners shall notify the area director and the county finance officer if the quarterly report required by this subsection has not been submitted within the required period of time. This information shall be presented in a format prescribed by the county. At least twice a year, this information shall be presented in person and shall be read into the minutes of the meeting at which it is presented. In addition, the area director or finance

# Quarterly Fiscal Monitoring Report - DMHDDSAS

LME / MCO NAME:

enter LME/MCO name

FOR THE PERIOD ENDING:

31-Mar-12

# of month in the fiscal year (July = 1, August = 2, . . . , June = 12) =====>

9

**1. REPORT OF BUDGET VS. ACTUAL**

Basis of Accounting:  
(check one)

Cash  X  
Accrual

ITEM	2010-2011		CURRENT YEAR				ANNUALIZED PERCENTAGE **
	BUDGET	ACTUAL	BUDGET	ACTUAL YR-TO-DATE	BALANCE (Col. 3-4)		
<b>REVENUE</b>							
Service Fees from LME-Delivered Services	-	-	-	-	-		0.00%
Medicaid Pass Thru	9,800,000	6,603,505	9,800,000	3,367,544	6,432,456		45.82%
Interest Earned	120,000	373,546	98,849	110,043	(11,194)		148.43%
Rental Income	145,122	100,196	77,028	57,248	19,780		99.09%
Budgeted Fund Balance * (Detail in Item 4, below)	186,000	-	6,949,352	-	6,949,352		0.00%
Other Local	54,500	33,010	54,500	29,539	24,961		72.27%
<b>Total Local Funds</b>	<b>10,305,622</b>	<b>7,110,257</b>	<b>16,979,729</b>	<b>3,564,374</b>	<b>13,415,355</b>		<b>27.99%</b>
<b>County Appropriations (by county, includes ABC Funds):</b>							
Beaufort County	173,599	173,599	173,599	130,199	43,400		100.00%
Bertie County	49,390	49,390	49,390	33,443	15,948		90.28%
Camden County	13,976	13,313	24,226	17,379	6,847		95.65%
Chowan County	3,200	4,232	37,111	27,821	9,290		99.96%
Craven County	274,827	276,638	274,827	206,099	68,728		99.99%
Currituck County	63,100	66,762	60,300	58,372	1,928		129.07%
Dare County	70,000	36,130	70,000	49,678	20,323		94.62%
Gates County	39,434	38,863	39,434	2,082	37,352		7.04%
Hertford County	84,250	85,277	84,250	63,629	20,621		100.70%
Hyde County	12,700	12,419	12,414	1,053	11,361		11.31%
Jones County	23,597	23,362	31,268	20,744	10,525		88.45%
Martin County	51,842	48,342	51,962	48,462	3,500		124.35%
Northampton County	81,614	83,614	81,614	58,211	23,403		95.10%
Pamlico County	35,293	35,907	33,593	26,474	7,119		105.08%
Pasquotank County	58,300	59,810	92,506	70,957	21,549		102.27%
Perquimans County	16,545	15,804	29,602	21,830	7,772		98.32%
Pitt County	608,000	606,811	595,500	458,406	137,094		102.64%
Tyrrell County	10,006	9,906	8,750	7,430	1,321		113.21%
Washington County	16,000	16,000	29,562	14,781	14,781		66.67%
<b>Total County Funds</b>	<b>1,685,673</b>	<b>1,656,179</b>	<b>1,779,908</b>	<b>1,317,047</b>	<b>462,861</b>		<b>98.66%</b>
LME Systems Admin. Funds (Cost Model)	7,550,143	7,189,228	6,688,905	5,107,800	1,581,105		101.82%
DMH/DD/SAS Administrative Funds (% basis)	-	-	-	-	-		0.00%
DMH/DD/SAS Risk Reserve Funds (% basis)	-	-	-	-	-		0.00%
DMH/DD/SAS Services Funding	42,227,988	41,234,217	40,293,481	28,767,092	11,526,389		95.19%
DMA Capitation Funding	-	-	-	-	-		0.00%
DMA Risk Reserve Funding	-	-	-	-	-		0.00%
All Other State/Federal Funds	1,384,388	1,344,334	1,386,124	883,200	502,924		84.96%
<b>Total State and Federal Funds</b>	<b>51,162,519</b>	<b>49,767,779</b>	<b>48,368,510</b>	<b>34,758,092</b>	<b>13,610,418</b>		<b>95.81%</b>
<b>TOTAL REVENUE</b>	<b>63,153,814</b>	<b>58,534,215</b>	<b>67,128,147</b>	<b>39,639,513</b>	<b>27,488,634</b>		<b>78.73%</b>
<b>EXPENDITURES:</b>							
System Management/Administration/Care Coordination	8,154,986	7,329,747	6,997,622	11,368,980	(4,371,359)		216.63%
LME Provided Services	-	-	-	-	-		#DIV/0!
Provider Payments	52,319,784	41,094,749	49,632,978	30,561,351	19,071,627		82.10%
Merger Expenses	-	-	-	-	-		#DIV/0!
MCO Start-Up Expenses	-	-	6,949,352	4,115,376	2,833,976		78.96%
All Other	2,679,044	2,200,819	3,548,195	1,976,840	1,571,355		74.29%
<b>TOTAL EXPENDITURES</b>	<b>63,153,814</b>	<b>50,625,314</b>	<b>67,128,146</b>	<b>48,022,548</b>	<b>19,105,599</b>		<b>95.38%</b>
<b>CHANGE IN CASH BALANCE</b>		<b>7,908,901</b>		<b>(8,383,034)</b>			
Beginning Unrestricted Fund Balance		9,140,358		9,053,026			
Balance in DMH/DD/SAS Risk Reserve		-		-			
Balance in DMA Risk Reserve		-		-			
<b>Current Estimated Unrestricted Fund Balance and percent of budgeted expenditures</b>	<b>14.33%</b>	<b>9,053,026</b>	<b>17.55%</b>	<b>11,781,334</b>			
<b>2. CURRENT CASH POSITION</b>							
	(1)	(2)	(3)	(4)	(5)		
	<b>30 DAYS</b>	<b>60 DAYS</b>	<b>90 DAYS</b>	<b>OVER 90 DAYS</b>	<b>TOTAL</b>		Allowance for Uncollectible Receivables
Accounts Payable (Accrual Method)							
Account Receivable (Accrual Method)							
<b>Current Cash in Bank</b>		<b>20,928,928</b>					
<b>3. SERVICE EXCEPTIONS ( Provided Based on System Capability)</b>							
Services authorized but not billed							
<b>4. DETAIL ON BUDGETED FUND BALANCE</b>							
			Budgeted	Year-to-Date	Balance		%
Payments to Providers					-		0.00%
MCO Start-up Expense			6,949,352	4,115,376	2,833,976		78.96%
LME Merger Expense			0	0	0		0.00%
Other (List):			0	0	0		0.00%

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 4th day of June, 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>
50550-592013	Airfield Improvements 36237.8.10.1	\$ 166,667	
50330-448000	State Aide to Airports		\$ 150,000
50380-481000	Investment Earnings		\$ 16,667
		<u>\$ 166,667</u>	<u>\$ 166,667</u>

**Explanation:** County Governmental Construction Fund (50) - To record Vision 100 Funds for Federal Fiscal Year 2010-11. This will be used for airfield improvements and an Airport Master Layout plan.

**Net Budget Effect:** County Governmental Construction Fund (50) - Increased by \$166,667.

Minute Book # \_\_\_\_\_, Page # \_\_\_\_\_

Journal # \_\_\_\_\_

\_\_\_\_\_  
Clerk to the Board

## BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 4th day of June, 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>
52541-590000	DPR1 GRANT 2007-GE-T7-0048	\$ 22,275	
52330-448700	DPR1 GRANT 2007-GE-T7-0048		\$ 22,275
		<u>\$ 22,275</u>	<u>\$ 22,275</u>

**Explanation:** Multi-year Grants (52541) - To record grant funds for regional radio project. Currituck County is the administrator of the grant and radios will be distributed throughout the region. This is 100% grant funds through the NC Department of Public Safety, Division of Emergency Management.

**Net Budget Effect:** Multi-year Grant Fund (52) - Increased by \$22,275.

Minute Book # \_\_\_\_\_, Page # \_\_\_\_\_

Journal # \_\_\_\_\_

\_\_\_\_\_  
Clerk to the Board

# BB&T

## RESOLUTION AND AGREEMENT FOR DEPOSIT ACCOUNT

Name of Entity \_\_\_\_\_ EIN \_\_\_\_\_

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Corporation                | <input type="checkbox"/> Government Entity   | <input type="checkbox"/> Sole Proprietorship    |
| <input type="checkbox"/> Unincorporated Association | <input type="checkbox"/> General Partnership | <input type="checkbox"/> Non-Profit Corporation |
| <input type="checkbox"/> Limited Liability Company  | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other                  |

I, the undersigned, hereby certify to BB&T that I am the Secretary (or as applicable, Proprietor, Authorized Partner, Authorized Manager or other Authorized Employee) of the above named Entity duly organized and existing under the laws of the State of \_\_\_\_\_; and that the following are resolutions duly adopted by the Entity, and that such resolutions are in full force and effect and have not been amended or rescinded:

RESOLVED, that BB&T is hereby designated as a depository institution in which the funds of this Entity may, subject to the rules of BB&T, be deposited by any of its officers, agents or employees; and that any such officer, agent or employee is hereby authorized on behalf of the Entity and in its name to endorse for deposit, whether in demand or time accounts, or for negotiation or collection, any and all checks, drafts, certificates of deposit or any other payment instrument payable to the Entity, which endorsement may be in writing, by stamp or otherwise, with or without signature of the person so endorsing, it being understood that on such items all prior endorsements are guaranteed by the Entity, irrespective of the lack of a guarantee by the Entity; and

FURTHER RESOLVED, that any of the individuals listed below (a "Designated Representative") is hereby authorized to open or close any deposit account with BB&T and to authorize those persons ("Authorized Signers") who may execute a BB&T signature card on behalf of the Entity and transact business on such account:

Designated Representative (Signature)	Printed/Typed Name	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FURTHER RESOLVED, that BB&T be and is hereby authorized and directed to honor, pay and charge any of the accounts of the Entity, without inquiry to or responsibility for the application of the proceeds thereof, all checks, drafts, or other orders for the payment, withdrawal or transfer of money in the accounts of or to the credit of the Entity, and to honor any authorization for the transfer of funds between different accounts whether oral, by phone or electronic means without inquiry as to the circumstances related thereto and for whatever purpose or to whomever payable, including requests for conversion into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any person signing same or any other officer, agent or employee of the Entity, when signed or endorsed by an original or facsimile signature of any ONE Authorized Signer; and

**FOR BANK USE ONLY**

Prepared By \_\_\_\_\_ Date \_\_\_\_\_

Center \_\_\_\_\_ Bank No. \_\_\_\_\_ State \_\_\_\_\_

Forward to:  
Centralized Document Scanning Operations  
M/C 100-99-15-11

FURTHER RESOLVED, that BB&T be and is hereby authorized to honor, receive, or pay any items bearing the signature of any one Authorized Signer even though payment may create an overdraft or even though such items may be drawn or endorsed to the order of such signer for exchange or cashing, or in payment of the individual obligation of such signer, or for deposit to such Authorized Signer's personal account and BB&T shall not be required or be under any obligation to inquire as to the circumstances of the issuance or use of any such item or the application or disposition of such item or the proceeds thereof; and

FURTHER RESOLVED, that the Entity assumes full responsibility and holds harmless BB&T for any and all payments made or any other action taken by BB&T in reliance upon the signatures, including facsimiles thereof, of any Authorized Signer regardless whether or not the use of the facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed if such signature reasonably resembles the specimen or facsimile signature of the Authorized Signer; and

FURTHER RESOLVED, that any Designated Representative, or person authorized in writing by a Designated Representative, is authorized to act on behalf of the Entity as follows: obtain information on accounts; appoint, remove or change Authorized Signers; deliver any night depository agreement; enter into any agreement for cash management services; lease a safe deposit box; enter into an agreement for deposit access device; enter into an agreement for credit cards; or enter into other agreements concerning the deposit accounts at BB&T; and

FURTHER RESOLVED, that any and all prior resolutions executed on behalf of the Entity are hereby revoked and that the foregoing resolutions shall remain in full force and effect until the Entity officially notifies BB&T to the contrary in writing. BB&T may conclusively presume that this Resolution and Agreement for Deposit Account and any signature cards executed pursuant hereto are in effect and that persons identified herein are properly authorized to act on behalf of the Entity. The Entity, as changes to the Designated Representatives and/or Authorized Signers are made, will immediately report and certify such changes to BB&T through submission of a new Resolution and Agreement for Deposit Account and/or signature card, as applicable. BB&T shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, losses, or damages resulting from the signature of any Designated Representative so certified, or refusing to honor any signature not so certified; and

FURTHER RESOLVED, that all transactions by any officer, employee or agent of the Entity on its behalf and in its name prior to the delivery of this Resolution and Agreement for Deposit Account are hereby ratified and approved.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal, if any, of this Entity,  
this \_\_\_\_\_ day of \_\_\_\_\_, Year \_\_\_\_\_.

For Corporations including Non-Profit:

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

(Corporate Seal)

For All Other Entities:

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

(Proprietor, Authorized Partner, Authorized Manager, or other Authorized Person)

**Dominion North Carolina Power**  
200 Veeco Street, Roanoke Rapids, NC 27870-0099  
Mailing Address: P.O. Box 99  
Roanoke Rapids, NC 27870-0099  
Web Address: www.dom.com



May 16, 2012

County of Currituck  
Att: Eric Weatherly  
153 Courthouse Rd, Suite 302  
Currituck, NC 27929

Dear Mr. Weatherly:

Dominion NC Power has been requested to provide electrical service to the new College Way and Maple Parkway. We will need additional right of way to begin our project. I have enclosed an easement for your review.

If the County approves these easements, please have the appropriate person sign for the County of Currituck and also have that signature attested too. Notarize the County signature at your earliest convenience and return the completed document to me in the enclosed stamped envelope.

Construction questions are to be directed to Norma Cook in our Elizabeth City office at 252-331-6111. Thank you for your prompt review and response to this request.

Sincerely,

Audrey I. Hurst  
Right of Way Agent III  
252-308-1019

Enclosures

**FILE COPY**



**Right of Way Agreement**

THIS RIGHT OF WAY AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between

COUNTY OF CURRITUCK,  
NORTH CAROLINA

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in North Carolina as Dominion North Carolina Power, with its principal office in Richmond, Virginia ("GRANTEE").

**WITNESSETH:**

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

**Initials:** \_\_\_\_\_

**This Document Prepared by Virginia Electric and Power Company and should be returned to:**  
Dominion North Carolina Power, PO Box 99 Roanoke Rapids NC 27870.

(Page 1 of 6 Pages)  
DNCPIDNo(s). 71-12-0020, 71-12-0026

Form No. 721043A1(Jan 2011)  
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## Right of Way Agreement

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said easement shall extend **VARIABLE (SEE PLATS)** feet in width across the lands of **GRANTOR**; and

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said easement shall extend **VARIABLE (SEE PLATS)** feet in width across the lands of **GRANTOR**.

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in **CURRITUCK COUNTY**, North Carolina, as more fully described on Plat(s) Numbered 71-12-0020, 71-12-0026, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

Initials: \_\_\_\_\_

(Page 2 of 6 Pages)

DNCPIDNo(s). 71-12-0020, 71-12-0026

## Right of Way Agreement

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE**'s exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE**'s rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE**'s exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE**'s exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE** shall have the right to assign or transfer, without limitation, to any public service company all or any part of the perpetual right, privilege and easement granted herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: \_\_\_\_\_

(Page 3 of 6 Pages)

DNCPIDNo(s). 71-12-0020, 71-12-0026

Form No. 721043A3(Apr 2006)  
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# Right of Way Agreement

## North Carolina

11. GRANTOR covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that they have been duly authorized to execute this easement on behalf of said County.

IN WITNESS WHEREOF, GRANTOR has caused its name to be hereto by authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM:

COUNTY OF CURRITUCK

By: \_\_\_\_\_

\_\_\_\_\_  
(Name)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Title)

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the State of \_\_\_\_\_ at Large, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid \_\_\_\_\_, \_\_\_\_\_

(Name of officer or agent)

(Title of officer or agent)

on behalf of County, North Carolina, whose name is

signed to the foregoing writing dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and

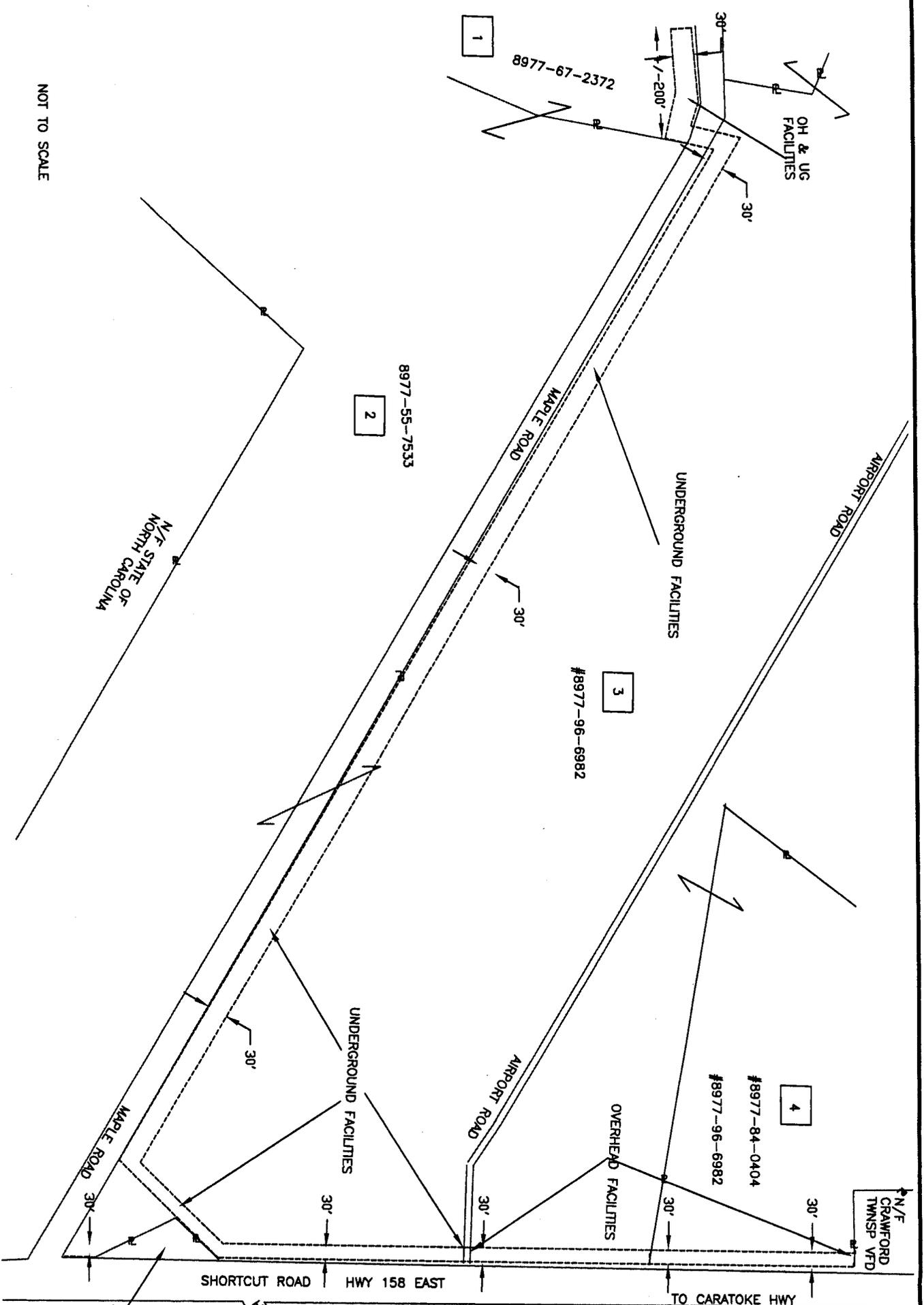
acknowledged the same before me.

Given under my hand \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (Print Name)

\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires: \_\_\_\_\_



**Legend**

- Location of Boundary Lines of Right of Way
- 30' in Width
- Indicates Property Line is Right-of-Way
- 30' in Width

NOT TO SCALE

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

8977-67-2372  
 8977-55-7533  
 #8977-96-6982  
 #8977-84-0404

COUNTY OF CURRITUCK

OWNER INITIALS: \_\_\_\_\_



**Plat to Accompany  
 Right-of-Way Agreement**

VIRGINIA ELECTRIC AND POWER COMPANY  
 doing business as  
 Dominion North Carolina Power OH/UG  
 District

ELIZABETH CITY  
 District—Township—Borough County—City State  
 CURRITUCK NC  
 Office Plat Number

ELIZABETH CITY  
 Estimate Number Grid Number

7423288  
 Date: REV. 5/15/12 By: A HURST  
 01142

