



**BOARD OF COMMISSIONERS
AGENDA**

JANUARY 22, 2013

Table of Contents

Agenda	3
Public Hearing and Action:	
12-24 Case Analysis	6
Discussion of Beach Rescue Services Agreement	
Corolla F & R-Beach Rescue Contract	12
Consideration and Action:	
12-20 Case Analysis	25
12-20 Site Plan	35
Consideration and Action:	
12-19 Case Analysis	36
12-19 Map	46
12-19 Properties	47
Consideration and Action:	
06-45 Memo	50
06-45 Applicant Request	52
06-45 Site Plan	57
Consideration of Interlocal Agreement with Currituck County Schools for certain school improvements and conveyance of property to county	
Agreement	58
Consideration of ordinance to allow a commissioner to serve on the ABC Board without compensation	
Ordinance	63
Consideration of Ordinance prohibiting sky lanterns	
Ordinance	65
Appointments to Airport Advisory Board	
Airport Board Appt. Form	67
Appointments to Economic Development Board	
Economic Development Board Appt. Form	68
Appointments to Recreation Advisory Board	
Recreation Board Appt. Form	69
Recreation Board Applications	70
Appointment to Tourism Advisory Board	
Tourism Board Appt. Form	72
Appointment to Board of Adjustment	
Board of Adjustments Appt Form	73
Board of Adjustment Applications	74
Appointment to Planning Board	
Planning Board Appointment Form	77
Planning Board Applications (2)	78
Appointment to ABC Board	
ABC Board	81
Budget Amendments	
Budget Amendments	82

Project Ordinance for Multi-use fields at Maple, NC	
<u>Project Ordinance Multiuse Fields</u>	89
Project Ordinance - Tennis Courts at CCHS	
<u>Project Ordinance Tennis Courts</u>	91
Approval of NC Parks & Recreation Trust Fund (PARTF) Assurance for grant application	
<u>NC PARTF Basic Facts & Assurances</u>	93
Resolution supporting funding for dredging of Oregon Inlet	
<u>Resolution</u>	94
Approval of East Albemarle Regional Library Agreement	
<u>EARL</u>	95
Grant Agreement with Pitt Memorial Hospital	
<u>Pitt Memorial Hospital Grant</u>	100

Currituck County Board of Commissioners Agenda

Historic Currituck County Courthouse

Date: Tuesday, January 22, 2013 **Time: 7:00 PM**

Work Sessions

6:00 p.m. ABC Board

6:30 p.m. License Agreement between the County and Whalehead Trust

7:00 pm Call to Order

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

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

Public Hearings

- A) **Public Hearing and Action:** PB 12-24 Chamber of Commerce: Request to amend the new Unified Development Ordinance Chapter 4: Use Standards and Chapter 5: Development Standards to allow for additional temporary signage for special events.

Administrative Reports

- A) **Recognition of Charlene Dowdy for her years of Service**
- B) **Discussion of Beach Rescue Services Agreement**

Old Business

- A) **Consideration and Action:** PB 12-20 Harbinger Land & Timber: Request for conditional zoning from Agricultural (A) and Residential (R) to

Conditional District-Residential (CD-R) of 84 acres in Moyock on the west side of Poyners Road and north and south sides of Elrod Road.

- B) **Consideration and Action:** PB 12-19 Barry Nelms: Request to amend the new Unified Development Ordinance Chapter 5: Development Standards to allow off-premise directional signs.

- C) **Consideration and Action:** PB 06-45 Currituck Crossing: Request for a preliminary plat extension for 48 lots within three phases in Poplar Branch Township.

New Business

- A) **Consideration of Interlocal Agreement with Currituck County Schools for certain school improvements and conveyance of property to county**
- B) **Consideration of ordinance to allow a commissioner to serve on the ABC Board without compensation**
- C) **Consideration of Ordinance prohibiting sky lanterns**
- D) **Board Appointments:**
 - 1. Appointment of Commissioner to Recreation Board
 - 2. Appointments to Airport Advisory Board
 - 3. Appointments to Economic Development Board
 - 4. Appointments to Recreation Advisory Board
 - 5. Appointment to Tourism Advisory Board
 - 6. Appointment to Board of Adjustment
 - 7. Appointment to Planning Board
 - 8. Appointment to ABC Board
- E) **Consent Agenda:**
 - 1. Resolution for Surplus property
 - 2. Budget Amendments
 - 3. Project Ordinance for Multi-use fields at Maple, NC
 - 4. Project Ordinance - Tennis Courts at CCHS
 - 5. Approval of NC Parks & Recreation Trust Fund (PARTF) Assurance for grant application
 - 6. Resolution supporting funding for dredging of Oregon Inlet
 - 7. Resolution authorizing ABC Board to retain profits for new construction debt service

8. Approval of the Use-Value Schedule of Values for the 2013 Reappraisal
 9. Approval of the Schedules of Rules, Standards & Values for the 2013 Reappraisal
 10. Approval of East Albemarle Regional Library Agreement
 11. Grant Agreement with Pitt Memorial Hospital
- F) Commissioner's Report
G) County Manager's Report

Adjourn



Currituck County

Planning and Community Development Department
Planning and Zoning Division
153 Courthouse Road, Suite 110
Currituck, North Carolina 27929
252-232-3055 FAX 252-232-3026

To: Board of Commissioners
From: Planning Staff
Date: December 28, 2012
Subject: PB 12-24 Chamber of Commerce

The enclosed text amendment submitted by the Currituck Chamber of Commerce is intended to allow for additional temporary signage for special events. Currently, the ordinance allows for 10 special event signs with a maximum of 32 square feet. In 2012, the Currituck Chamber of Commerce established a committee of different non profit organizations through out the county. After several meetings, the committee recommended 40 signs at a maximum of 6 square feet and 10 signs at a maximum of 32 square feet; or 60 signs at a maximum of 6 square feet. Temporary signage is only allowed upon issuance of a Temporary Use Permit.

If you have any questions, please contact Stacey Smith, Code Enforcement Officer at 232-6027 or at Stacey.Smith@CurrituckCountyNC.gov.

The Planning Board recommended unanimous **approval** at their December 11, 2012 meeting.

PLANNING BOARD DISCUSSION (12-11-12)

Mr. Snowden stated that a performance bond for temporary signage for a special use permit should be required; so the organization will be responsible for picking up signs after the event. There is no accountability for the applicant to pick up signs after the event. If the county's Code Enforcement Officer has to pick them up, it is costing the tax payer. Mr. Snowden stated any sign that is on the telephone pole and in the right-a-way, specifically between telephone pole to telephone pole, is against state law.

Mr. Bass stated the proposal before the board is a compromise in which a committee met on many times. Mr. Bass stated their concern was the number of signs (10) which you could put out for an event. This is a large county to be limited to 10 signs to advertise an event. Mr. Bass stated they also use newspapers, radio, face book, and emails to get the word out.

Mr. Susser stated he supports this request.

Ms. Loux stated she supports this request.

Ms. Walker stated she would like to present the liberal view of signs. It takes at least 100 signs to cover the main areas of the county. Ms. Walker stated in order to raise money to operate the Animal Shelter; they must have public attendance to their events. Ms. Walker is asking that signs be put out 30 days before the event and 7 days after the event to pick up the signage. Ms. Walker would like to see a lighted sign at Moyock and Grandy to list all upcoming events.

Ms. Sykes talked about the number and location of signage and the period of time following an event. Ms. Sykes stated it takes \$71,000 per year to make the county's animal shelter run efficiently.

The Planning Board discussed a performance bond, amount of a performance bond, how it would be enforced, length of time sign can stay out before and after an event, and this request being county wide.

Mr. Bass stated the budget for these groups can range from \$800 to \$1.4 million. Mr. Bass stated you can see the budget constraints to some of these groups.

ACTION

Ms. Newbern moved to approve PB 12-24 as presented. Mr. Cartwright seconded the motion. Motion carried unanimously.

**CHAMBER OF COMMERCE
PB 12-24
UDO AMENDMENT REQUEST**

An amendment to Chapter 4 Use Standards and Chapter 5 Development Standards, to allow additional signage for special events.

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

Item 1: That Table 4.4.2 Permitted Temporary Uses and Structures is amended by deleting the strikethrough and adding the underlined text:

TABLE 4.4.2: PERMITTED TEMPORARY USES AND STRUCTURES		
TEMPORARY USE OR STRUCTURE	MAXIMUM ALLOWABLE TIME FRAME [1]	SPECIFIC REGULATIONS
Special Events	(H)	4.4.6.I

TIME FRAMES:

(H) Such events are limited to ~~14 total days per calendar year, per parcel~~ a maximum of four occurrences per parcel, per year. Events held on county or State owned property are exempted from maximum allowable time frames.

Item 2: That subsection 4.4.5 General Standard for Temporary Uses and Structures is amended by deleting the strikethrough and adding the underlined text:

4.4.5. General Standards for Temporary Uses and Structures

All temporary uses, structures, or special events shall comply with the following general standards, unless otherwise specified in this Ordinance:

- G.** Comply with the ~~maximum signage size for temporary signs~~ signage requirements in Section 5.12, Signage

Item 3: That Subsection 4.4.6 Specific Regulations for Certain Temporary Uses and Structures is amended by deleting the strikethrough and adding the underlined text.

4.4.6. Specific Regulations for Certain Temporary Uses and Structures

F. Special Events

(1) Applicability

(a) General

The procedures and standards of this subsection shall apply to all special events (including but not limited to sporting events, cultural events, musical events, charitable events, celebrations, festivals, fairs, carnivals, circuses, and communal camping) held on private property within the county, unless exempted in accordance with Section 4.4.6.1.1.c, Exemptions.

Item 4: That Subsection 5.12.6 Specific Sign Standards is amended by deleting the strikethrough and adding the underlined text.

F. Special/~~Local~~ Event Signs

A special/~~local~~ event sign is for identifying a special/~~local~~ event such as a ~~Heritage Park event, library book sale, art exhibit~~ or other noncommercial event, and may be approved as part of a temporary use permit (see Section 2.4.11), subject to the following standards:

- (1) ~~Up to 10 signs, each with a maximum area of 32 square feet and maximum height of 10 feet~~ The following shall be allowed on the mainland:
 - (a) Up to 40 signs, each with a maximum area of 6 square feet and up to 10 signs, each with a maximum area of 32 square feet; or
 - (b) Up to 60 signs, each with a maximum area of 6 square feet;
- (2) Up to three signs, each with a maximum area of 32 square feet and a maximum height of six feet shall be allowed on the Outer Banks;

- (3) On the mainland, such signs may be erected up to ~~30~~ 15 days before the event, and shall be removed within 10 days after the event;
- (4) On the Outer Banks, such signs may be erected up to three days before the event and shall be removed within two days after the event.

Item 5: That Subsection 5.12.7 Landscaping Standards is amended by adding the underlined text and numerically renumbering subsections.

5.12.7 Landscaping Standards

All freestanding and shopping center signs shall include landscaping that encompasses the entire base of the sign at a minimum rate of two square feet of landscape area per one square foot of sign area. Required landscaping shall contain an appropriate combination of shrubs and ground cover.

Item 6: The provisions of this Ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of North Carolina by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

Item 7: This ordinance amendment shall be in effect from and after the _____ day of _____, 2012.

Board of Commissioners' Chairman
Attest:

Gwen H. Keene
Clerk to the Board

DATE ADOPTED: _____
MOTION TO ADOPT BY COMMISSIONER: _____

SECONDED BY COMMISSIONER: _____
VOTE: _____AYES _____NAYS _____

.....

PLANNING BOARD DATE: _____

PLANNING BOARD RECOMMENDATION: _____

VOTE: _____AYES _____NAYS _____

ADVERTISEMENT DATE OF PUBLIC HEARING: _____

BOARD OF COMMISSIONERS PUBLIC HEARING: _____

BOARD OF COMMISSIONERS ACTION: _____

POSTED IN UNIFIED DEVELOPMENT ORDINANCE: _____

AMENDMENT NUMBER: _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the 1st day of January, 2013 between the **County of Currituck** (hereinafter "County") and **Corolla Fire and Rescue Squad, Inc.** (hereinafter "Contractor").

RECITALS

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

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

IT IS THEREFORE AGREED as follows:

1. Scope of Work. Contractor agrees to perform Beach Rescue Services attached hereto in the Exhibit and incorporated as part of this Agreement: (hereinafter "the Services").
2. Compensation. Contractor will be paid for its Services by County in the amount of Six Hundred and Thirty-Seven Thousand, Eight Hundred and Seventy Dollars (\$637,870.00) for the year 2013 and Six Hundred and Fifty Thousand, One Hundred and Twenty-Seven Dollars (\$650,127.00) for the year 2014.
3. Contractor's Freedom to Contract. Contractor may employ assistants at its sole expense and discretion as may be necessary to fulfill Contractor's obligations under this Agreement. Contractor agrees that anyone to whom it delegates any or all of the Services called for by this contract will be competent, qualified and capable of performing the work without any supervision, contact or assistance by County's

employees. Any such assistant will be employed only by Contractor, and will not be an employee of the County while performing services under this contract.

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

5. Term. The term of this Agreement is January 1, 2013 through December 31, 2014. This Agreement may be terminated by either party at any time upon ninety days written notice to the other party. Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor.

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

- a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.

- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and, except as noted below, is not supervised, directed or controlled by County as to the means or methods it should employ. The parties agree that all State-certified EMS responders shall; meet County EMS requirements, operate under the County's EMS provider number and operate in accordance with the County's EMS protocols.
- d. Contractor is not required to perform tasks in any particular order or sequence.
- e. Except as noted in Section 6c above, Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Subject only to the provisions of the Exhibit attached hereto, Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.
- j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.

7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. Contractors providing equipment, materials, parts or supplies shall provide a breakdown of labor, materials, parts or supplies and sales tax by County or a sales tax report approved by the County Finance Department with the invoice. Contractor agrees to indemnify and hold harmless the County from any claims for taxes as described in this Section.

8. Insurance. Contractor understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County for its employees. Contractor agrees to procure and maintain workers' compensation insurance coverage for the benefit of contractor's employees or subcontractors and to procure general liability insurance listing the County as an additional insured at all times relevant to this Agreement. Contractor shall provide to County upon request a valid and current certificate of workers' compensation and general liability insurance. In the event Contractor shall fail at any time to have in force and effect insurance as required by this Section, Contractor agrees to indemnify and hold harmless County for (1) any premium paid by County to maintain insurance coverage applicable to Contractor and/or its employees or subcontractors; (2) any worker's compensation benefits paid by County as a result of Contractor's failure to comply with this Section; and (3) any amounts paid by County for general liability claims as a result of Contractor's failure to comply with this Section.

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

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

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

If the notice is to County:

County Manager
153 Courthouse Road, Suite 204
Currituck, North Carolina 27929

(Or such other person or address as County shall have designated by due notice to Contractor).

If the notice is to Contractor:

President, Corolla Fire & Rescue, Inc.
827 Whalehead Drive
Corolla, North Carolina 27927

(Or such other person or address as Contractor shall have designated by due notice to County).

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

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

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

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

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

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

ATTEST: COUNTY OF CURRITUCK

By: _____ By: _____(SEAL)
Clerk to the Board of Commissioners

Attest: COROLLA FIRE & RESCUE, INC
By: Angela S. Jesch By: [Signature] (SEAL)
Secretary President
or
Vice President/Secretary/Treasurer

(Affix Corporate Seal)

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

Workers' Compensation	Yes	No
General Liability	Yes	No

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

Sandra Hill
Finance Officer

EXHIBIT

General Requirements for Beach Rescue Services

Scope of Work

1. Ocean lifeguard and beach rescue services shall include, but is not limited to, close observation of surf and swimmers with the primary intent to prevent accidents, injuries, or death; warnings of identified hazards or hazardous conditions; posting of red flags during periods of adverse surf conditions; providing public information and assistance to the public including lost persons. For the purpose of this contract, the term "beach rescue services" is defined as such rescue services being performed on the beach, in the ocean and on the sound.
2. The CONTRACTOR will operate in accordance with a published set of SOG's as approved by Corolla Ocean Rescue Division Chief and Corolla Fire and Rescue Fire Chief, which SOG's shall be provided to the Chief of Currituck County Fire and EMS.

Staffing

3. Each ocean lifeguard location provided for in this Agreement shall be staffed by an approved and certified ocean lifeguard, whose competencies and certifications are on file.
4. The CONTRACTOR shall provide fifteen lifeguard stations for the 2013 season, and an additional two stands (designated "****" below) from the final Sunday in June to the first Sunday in August, at the locations specified below which are the stations designated by the COUNTY as its sole responsibility insofar as public beach access points are concerned and the most populated areas of the beach as designated by the CONTRACTOR at such locations where the highest beach populations are or most potentially problematic areas dictate. At the sole discretion of the CONTRACTOR, additional lifeguard stations may be staffed as the demand warrants. The CONTRACTOR'S principle obligation is to the specified locations, any response outside the specified locations is at the sole discretion of the CONTRACTOR.

REGION A: Ocean Hill Pool Deck Access

REGION B: Lighthouse Ramp

REGION C: Corolla Light Pool Deck beach access

REGION D: Sturgeon Street public access

REGION E: Herring Street public access

REGION F: Bonito Street public access

REGION G: Sailfish Street public access

REGION H: Buck Island Public Access

*****REGION I: Crown Point access**

REGION J: Section P access of Ocean Sands

REGION K: Section O access of Ocean Sands

REGION L: Section F access of Ocean Sands

REGION M: Section D access of Ocean Sands

REGION N: Currituck Public Bathhouse access

REGION O: Pine Island Hampton Inn Beach Access

REGION P: Section B of Ocean Sands.

*****REGION Q: Bismark Ave Access in Ocean Hill**

- 5. The CONTRACTOR shall provide no less than seven roving patrols encompassing regions of the Currituck South Beach that the CONTRACTOR deems most strategically advantageous to ensuring the safest beach environment possible. The CONTRACTOR'S principle obligation is to the specified areas, any response outside the specified areas is at the sole discretion of the CONTRACTOR. Each ocean lifeguard provided for in this Agreement shall be an approved and agency-certified ocean lifeguard.**
- 6. Each ocean lifeguard station shall be equipped and manned during the hours of 9:30 a.m. to 5:30 p.m. weather permitting, each day of the week from the Saturday prior to Memorial Day extending through and including Labor Day.**
- 7. Each roving patrol shall be equipped and operating during the hours of 9:30 a.m. to 5:30 p.m. weather permitting, each day of the week beginning the Saturday prior to Memorial Day extending through and including Labor Day, with no less**

- than seven roving patrols to continue through the third Sunday of October. After Labor Day weekend, operating hours will be 9:30 a.m. to 5:00 p.m.
8. After August 15th, manned hours may decrease by as much as one half until the Monday following Labor Day.
 9. The CONTRACTOR shall provide patrols on the North Beach with two roving lifeguards beginning the Saturday prior to Memorial Day weekend and extending through Labor Day weekend. One lifeguard will be at the NC EMT-Basic level in an EMT- Basic OEMS licensed emergency vehicle. This emergency vehicle would be outfitted with a mobile radio, basic EMS supplies, backboard, defibrillator, oxygen, etc. This response vehicle, if available, could also first respond to all EMS calls on the North Beaches, if not already dedicated to an Ocean Rescue call.
 10. The CONTRACTOR agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices, and further agrees to accept the sole responsibility for complying with all federal, State, County, or other legal requirements including, but not limited to, full compliance of the terms of the applicable O.S.H.A. regulations so as to protect all persons, including CONTRACTOR'S employees, agents of the County, vendors, members of the public, or others from foreseeable injury, or damage to their property. The CONTRACTOR agrees to hold itself to the professional standard established by a nationally- recognized organization (such as the USLA or the ISLA) through membership and/ or affiliation with such an organization.
 11. The CONTRACTOR shall operate daily on one of three levels during the regular season: Alpha level, Bravo level, and Charlie level.
 - Alpha level shall be the default level from the Saturday of Memorial Day weekend until the third Sunday in October, and will be defined as:
 - For the season of Memorial Day until August 15th, all contractually obligated positions filled; all stands manned and all necessary roving patrols active.
 - After August 15th, and before Labor Day weekend, Alpha level will indicate that beach is staffed to highest possible capacity as allowed by contract. The Division Chief will notify the Chief of EMS as to the daily staff numbers.
 - Bravo level will be defined as only roving patrol positions occupied; towers will be unmanned as a result of inclement weather.
 - Charlie level will be defined as Ocean Rescue available by page-out only due to extremely hazardous or inclement weather or beach conditions. Charlie level will be the default level of service after the third Sunday in October.

These levels as well as indications of Red Flags or any changes in status should

be communicated verbally to Currituck County Communications. Furthermore, the CONTRACTOR shall make the COUNTY and all appropriate departments, including Currituck Dispatch, the Director of Emergency Management, the County PIO, the Tourism Board, and The Chief of EMS, aware of the posting of red flags.

SPECIFIC REQUIREMENTS

1. The CONTRACTOR shall designate one person to supervise, direct, and uphold the expectations set forth in this agreement. That person shall have the title of Division Chief. The Division Chief (or qualified designee thereof) shall operate out of a Mobile Ocean Lifeguard Response Unit, which shall patrol the beach, support any rescue, search, or medical emergency and have first line supervision of services provided. The individual designated as the Division Chief shall meet the following qualifications:
 - a. Be at least 21 years of age
 - b. Have five years of experience as an ocean lifeguard, three of which should be with the CONTRACTOR
 - c. Should possess identified leadership experience.
 - d. Meet the requirements of lifeguards as set out in item one of the agreement.
 - e. Hold, or be in the process of obtaining, a current NC EMT-I or higher certification.
 - f. Preferably have obtained an Associate's or Bachelor's degree from an accredited institution.
 - g. Be a competent and licensed operator of vehicles
 - h. Be well-versed in ocean and sound rescue, beach conditions, coordination of activities, communication and public relations.
 - i. Be current in NIMS Incident Command certifications as required by Currituck County EMS
2. All vehicles on the beach shall have additional first aid supplies, communications, emergency lights and siren, binoculars, portable oxygen tank, backboard, and will be marked with "COROLLA OCEAN RESCUE." All vehicles shall be equipped with paddleboards or other comparable water vessel capable of ocean or sound launching. Each supervisor shall be experienced in its launching and operations and be able to train any employee on the proper procedure of such.
3. The primary function of the CONTRACTOR under this Agreement is to provide ocean lifeguard, beach, and sound rescue services related to the beach and sound and members of the public utilizing all water accesses for swimming, sunning, walking, and other purposes. The CONTRACTOR shall provide a response during the off-hours. The CONTRACTOR shall provide inter-agency assistance when requested. Any emergency activities of the sheriff, fire, EMS or

emergency services other than beach rescue shall be performed in accordance with the rules and regulations in effect between the sheriff, fire and EMS departments of Currituck County and CONTRACTOR shall have no primary responsibility for such additional duties.

4. CONTRACTOR shall be responsible for providing, locating, and maintaining all required communications equipment. Communications equipment shall have the capability to monitor the Currituck County Fire and EMS frequency. Other communications shall be carried on CONTRACTOR'S frequency and on telephone lines or cell phones. The CONTRACTOR shall respond when dispatched by Currituck Central.
5. CURRITUCK COUNTY shall have the right to publicize and notify the general public of those areas which are subject matter of this Agreement and those areas where such service is provided for the benefit of the public.
6. All other costs relating to providing this service for the COUNTY shall be included in the total cost. All equipment shall be kept in good running order in order that the CONTRACTOR can fulfill the terms of this Agreement.
7. In cases of hazardous aquatic conditions, and in accordance with Currituck County ordinance Section 9-5, the CONTRACTOR shall keep the same flag and poster warning system from the County line to the State line, and shall continue to keep the beach access areas clean where stands are located.
8. CONTRACTOR covenants and agrees that it shall put into service the following equipment, which equipment shall be wholly owned by the CONTRACTOR:
 - Two reliable water craft capable of surf launching.
 - ATV 4-wheelers to accommodate this contract
 - Portable radios to accommodate this contract
 - Two reliable 4-wheel drive trucks.
 - One reliable sound rescue boat.
 - One emergency transport utility vehicle to accommodate patient removal off the beach.
9. The CONTRACTOR agrees that should it default in the performance of this Agreement, and be advised by the county of the deficiency in service, (i.e. providing life guard service at the designated areas and times for a period of 48 continuous hours, except as prohibited from providing this service by weather conditions or other acts of God, or in providing the other non-seasonal services required by this Agreement), then and in that event the COUNTY may, in the event that the CONTRACTOR fails to remedy the specified inadequacy, terminate this agreement at the discretion of the Board of Commissioners.
10. CONTRACTOR shall, upon request, submit to the COUNTY reports regarding

beach population counts, activity summaries, operation reports and incident reports through the Currituck County Chief of EMS or his designee.

11. The CONTRACTOR shall provide the COUNTY with a feasible and workable plan of communications, it being necessary that the COUNTY be able to contact the CONTRACTOR at all times.
12. All complaints, submitted to the CONTRACTOR from the COUNTY, shall be remedied within a reasonable time span, to be dictated by the Chief of EMS.

**CASE ANALYSIS FOR THE
Board of Commissioners
DATE: January 22, 2013
PB 12-20 Harbinger Land & Timber, LLC**

Note: *The applicant requests that this case be reviewed under the existing UDO. The applicant is aware that completed applications for sketch plan and preliminary plat approval must be submitted prior to January 1, 2013 for the subdivision portion of the review to remain under the existing UDO.*

ITEM: PB 12-20 Harbinger Land & Timber, LLC request for conditional zoning from Agricultural (A) and Residential (R) to Conditional District-Residential (CD-R) of 84 acres in Moyock on the west side of Poyners Road and north and south sides of Elrod Road.

LOCATION: Moyock: Poyners Road and Elrod Road, Crawford Township.

TAX ID: 0031-000-001A-0000
0031-000-001B-0000
0031-000-001D-0000
0031-000-015A-0000
0031-000-017A-0000

OWNER: Harbinger Land & Timber, LLC
PO Box 4
Harbinger NC 27941

APPLICANT: Eddie Hyman
Hyman & Robey
PO Box 339
Camden, NC 27921

LAND USE/ZONING OF SURROUNDING PROPERTY:

	Land Use	Current Zoning
NORTH:	Low Density Residential/Farmland	R
SOUTH	Woodland/Low Density Residential/ Farmland	A
EAST:	Low Density Residential/Woodland	R/A
WEST:	Low Density Residential/Woodland	A

LAND USE PLAN

CLASSIFICATION: The 2006 Land Use Plan classifies the site as Limited Service and Conservation within the Courthouse subarea.

Areas designated as Limited Service are intended to provide for primarily residential development at low densities. With respect to residential development, Limited Service areas allow for a maximum base density of 1 unit per acre but could be increased to 1.5 units per acre depending upon the availability of service facilities and the potential impact on the surrounding community.

Areas designed as Rural are intended to provide for agriculture, forestry, and other allied uses traditionally associated with a rural area. With respect to residential development, Rural areas allow for no more than 1 unit per 3 acres.

The policy emphasis of the Land Use Plan is for the Courthouse subarea to continue to grow as a small community center. Given the existing cluster of services and local government functions here, and the sizable area of developable land adjoining the sound, it is likely that the Courthouse area will continue to see limited growth over the next decade. Residential development densities should be limited to 1-2 units per acre where on-site wastewater is proposed.

The following Land Use Plan policy statements support this request:

Policy HN1: Currituck County shall encourage development to occur at densities appropriate for the location. LOCATION AND DENSITY FACTORS shall include whether the development is within an environmentally suitable area, the type of capacity of sewage treatment available to the site, the adequacy of transportation facilities providing access to the site, and the proximity of the site to existing and planned urban services.

Policy HN8: To protect the County's tax base and to ensure the long-term viability of the County's neighborhoods and housing stock, the County will continue to enforce appropriate CONSTRUCTION AND SITE DEVELOPMENT STANDARDS for residential developments. Such standards may include, for example, that all homes have a permanent masonry foundation (except where flood levels require elevation) and a pitched roof and overhang, and that local roads must be built to meet NCDOT acceptance standards.

- CURRENT ZONING:** Agricultural (A) and Residential (R)
- PROPOSED ZONING:** Conditional District – Residential (CD-R)
- CURRENT USE:** Farmland and Woodland
- SIZE OF SITE:** 84 Acres
- ZONING HISTORY:** The 1989 Official Zoning Map zoned the property A and R.
- UTILITIES:** A water line runs along Poyners Road that serves this property. Individual on-site septic systems are proposed for the individual lots.
- TRANSPORTATION:** The property is accessed by Poyners Road and Elrod Road, both of which are state maintained roads.

FLOOD ZONE: The property is located in a Shaded X flood zone (500-year floodplain) and AE (BFE 5.4') flood zone.

WETLANDS: According to the NC Division of Coastal Management maps, it appears that the majority of Parcel 0031-000-017A-0000 is wetlands. Delineation by an environmental professional will be required to verify the actual wetland locations.

SOILS: The Currituck County Soils Map indicates the property contains Roanoke, Tomotley, Cape Fear, Dragston, Altavista, and Augusta soils. Septic suitability ranges from suitable and marginally suitable to unsuitable. The majority of the land appears to be marginally suitable to suitable for on-site septic.

PROPOSED DENSITY: 0.58 units per acre based on the total development site.

PROPOSED ZONING CONDITIONS:

1. The proposed use is a 54-lot single family subdivision having a minimum size of 40,000 square feet and an overall density of 0.58 dwelling units/acre.
2. Site built single family homes and a church with related church activities.

COMMUNITY MEETING:

A community meeting was held October 17, 2012 at 7:00 pm at the Moyock Library. The neighborhood concerns include the proposed 40,000 sf lot sizes being smaller than the surrounding lot sizes, traffic on Elrod Road, soil limitations for on-site septic systems, and the potential incompatibility with an existing home based seafood business.

TECHNICAL REVIEW COMMITTEE RECOMMENDATION:

The TRC recommends **approval** of the request to rezone 84 acres from Agricultural (A) and Residential (R) to Conditional District – Residential (CD-R) provided the following items are addressed:

1. Since Tulls Creek Road is a Minor Collector Street, the number of driveways is limited by the UDO. Two driveways will be allowed onto Tulls Creek Road for the three lots that have frontage on Tulls Creek Road since they have a combined total of approximately 825' of street frontage. (UDO Section 9.1.5.3) Cross-access easements will be necessary for the shared driveways.
2. Double frontage lots require a non-access buffer along the most travelled road. (UDO Section 2.6.3)
3. It appears that lots 30-33 and possibly lot 19 are in the Conservation Land Use Classification in which density is limited to no more than 1 unit per 3 acres by the Land Use Plan. This may reduce the number of lots allowed in that area.
4. Correct the flood zone to AE 5.4'
5. Consider additional buffering (i.e. open space, vegetation) adjacent to approved commercial fishing use.
6. Fire hydrants must be within 500' of every inch of road frontage. Fire hydrant must be within 400' of all exterior portions of public structures (church). Access to more than two single family dwellings must be 20" capable of 75,000 lbs.
7. Contact the Water Dept. on waterline extension requirements.

PLANNING BOARD RECOMMENDATION:

The Planning Board *recommended approval* of PB 12-20 with the Technical Review Committee recommendations as presented.

PLANNING BOARD DISCUSSION (11-13-12)

Mr. Hyman stated this is a conditional zoning and they are trying to bring the concept now for everyone to see what they are proposing for the site. The allowable density is 1.5 units per acre. Mr. Hyman discussed the community meeting and is in agreement with the technical review committee recommendations. Mr. Hyman stated access will be provided to the cemetery.

Ms. Rose stated she and her family live on property adjacent to this proposed subdivision. Ms. Rose and her husband operate a commercial fishing operation that was established in 1999. Ms. Rose stated they have not received any complaints regarding their business, but at times the smell can be bad. She is concerned with the closeness of the proposed subdivision to their property. This subdivision is out of character with the surrounding area. Ms. Rose stated if the property is to be developed she would like for it to remain agricultural and residential.

Mr. Smithson is opposed to the conditional zoning request because of the density. Mr. Smithson is concerned about the infrastructure.

Mr. Hancock is concerned with the density, infrastructure, and traffic on Tulls Creek Road.

Mr. Banks stated this proposed subdivision is out of character with the surrounding area and concerned with the density.

Mr. Rose stated he owns the commercial fishing business. Mr. Rose is concerned with traffic, soil suitable for septic, and not consistent with the surrounding area.

Mr. Old stated he supports this request and it will bring jobs to the area.

Ms. Peters stated she is concerned with the density and agrees with previous comments.

Mr. Hyman stated they plan to be compassionate to the commercial fishing business and buyers will be made aware of the business. Mr. Hyman talked about the density. The county has adequate facilities to support this subdivision. NCDOT will have a chance to review this plat as it moves forward and make any suggestions.

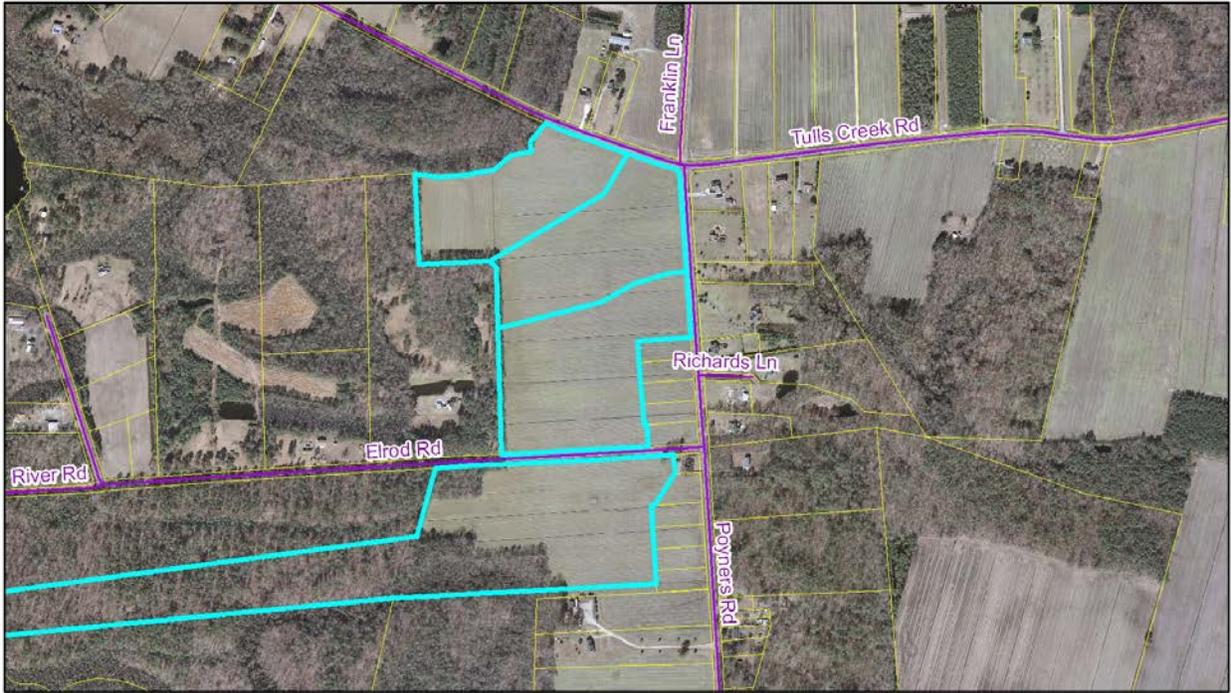
Mr. Cooper asked if anything has been decided for the proposed buffer.

Mr. Hyman stated a swale with some sort of vegetation.

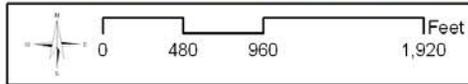
Mr. Bell asked if something could be put on the plat to notify potential buyers if a lot adjoins a commercial fishing business.

ACTION

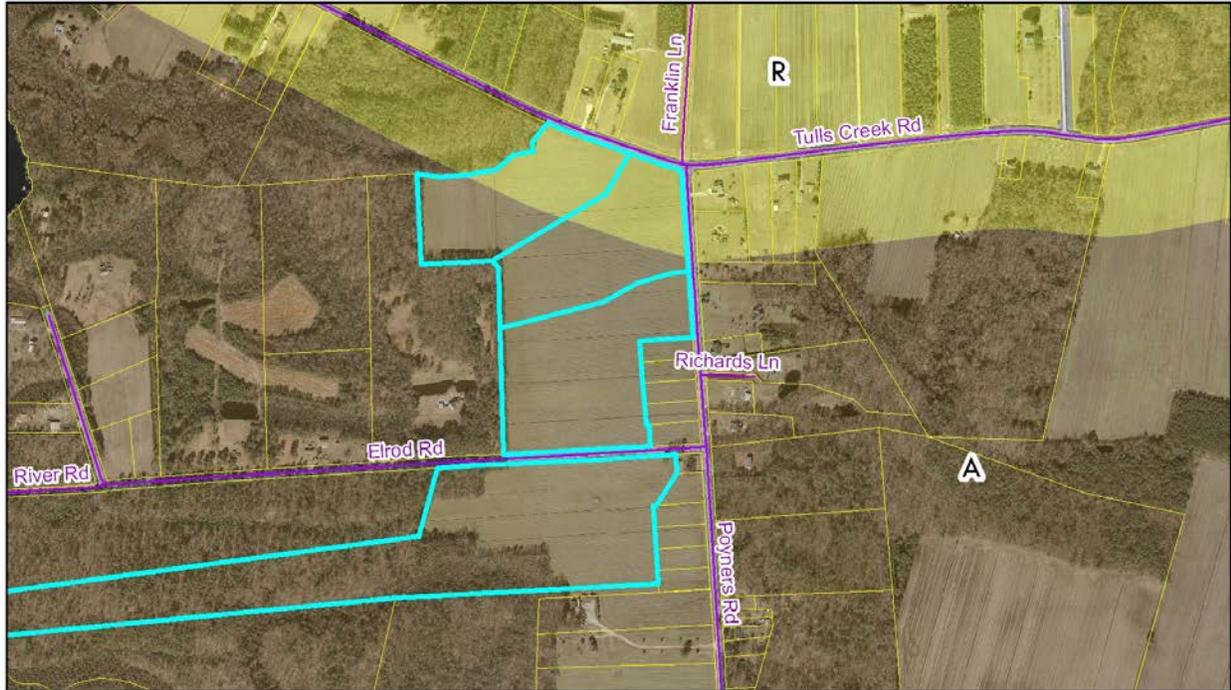
Mr. Cooper moved to approve PB 12-20 with the Technical Review Committee recommendations as presented. Mr. Cartwright seconded the motion. Ayes: Ms. Newbern, Mr. Cooper, Ms. Everhart, Mr. Cartwright, and Mr. Kovacs. Nays: Mr. Bell.



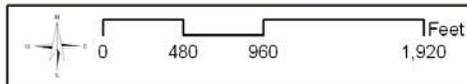
PB 12-20 Harbinger Land & Timber LLC
 Conditional Zoning
 Aerial Map



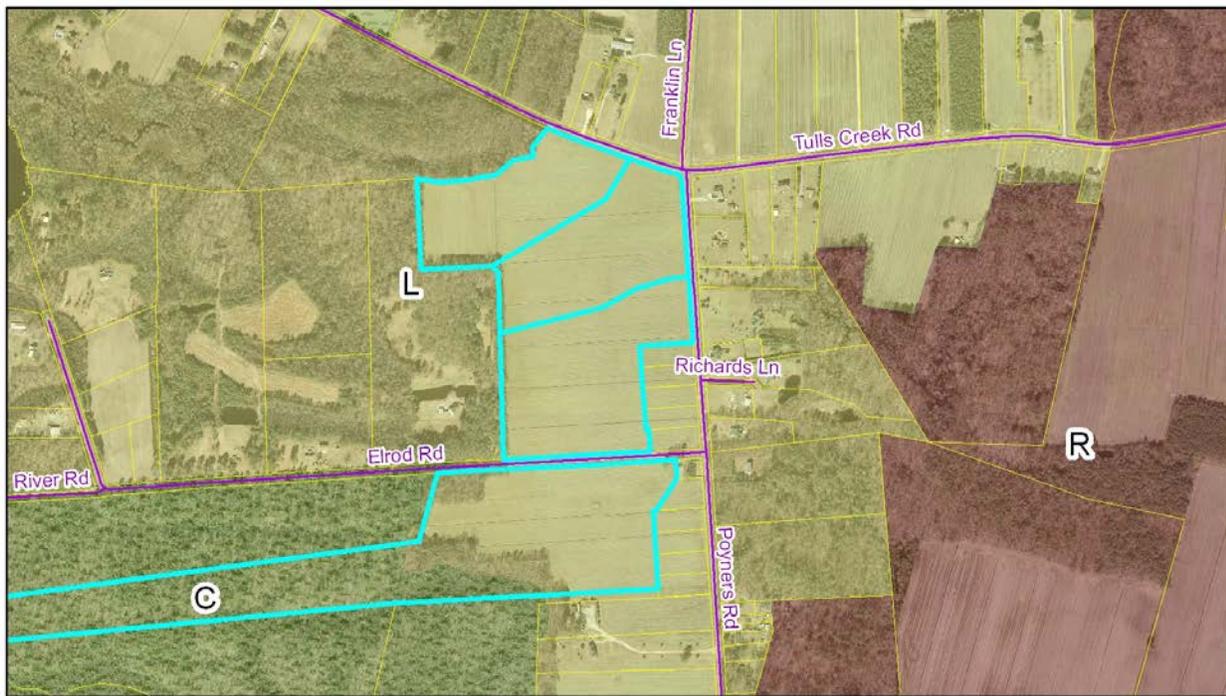
Currituck County
 Planning and
 Community Development



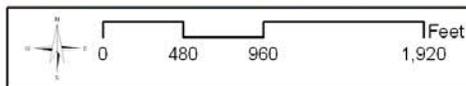
PB 12-20 Harbinger Land & Timber LLC
 Conditional Zoning
 Zoning Map



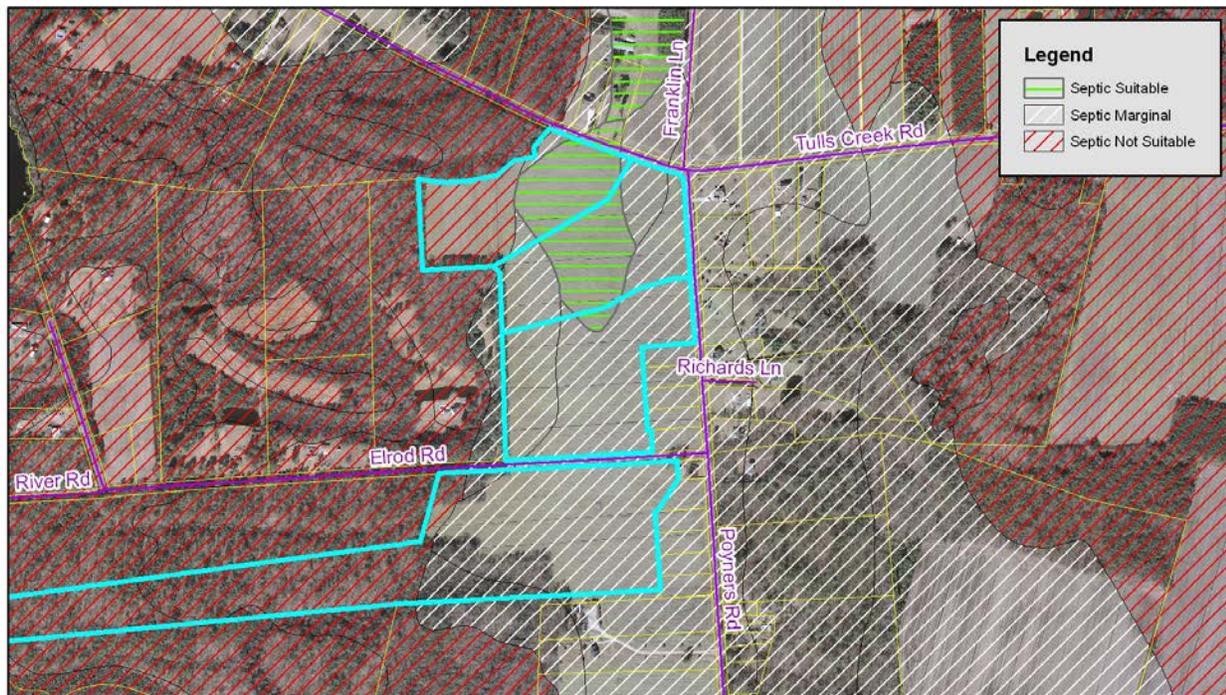
Currituck County
 Planning and
 Community Development



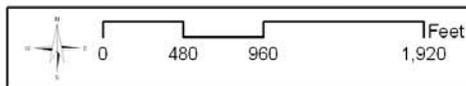
PB 12-20 Harbinger Land & Timber LLC
 Conditional Zoning
 LUC Map



Currituck County
 Planning and
 Community Development



PB 12-20 Harbinger Land & Timber LLC
 Conditional Zoning
 Septic Suitability



Currituck County
 Planning and
 Community Development

MEMORANDUM

To: Eddie Hyman, Hyman and Robey
Gary Dunstan, Harbinger Land and Timber

From: Planning Staff

Date: August 9, 2012

Re: Harbinger Land and Timber – Conditional Zoning

The following comments have been received for the August 15, 2012 TRC meeting. Modifications of the request must be submitted by August 20, 2012 in order to remain on the September 11, 2012 Planning Board agenda. TRC comments are valid for six months from the date of the TRC meeting.

Currituck County Planning (Tammy Glave, 252-232-6025):

Reviewed with requirements and suggested conditions

Requirement:

1. Since Tulls Creek Road is a Minor Collector Street, the number of driveways is limited by the UDO. Two driveways will be allowed onto Tulls Creek Road for the six lots that have frontage on Tulls Creek Road since they have a combined total of approximately 825' of street frontage. (UDO Section 9.1.5.3) Cross-access easements will be necessary for the shared driveways.
2. Lots A12 and B6 will require a 5' non-access buffer along Poyners Road and will have to access from Elrod Road. (UDO Section 2.6.3)
3. A community meeting is required for a conditional zoning request prior to the Planning Board meeting. Please provide a copy of the mailed notice of this meeting that was sent to the adjoining property owners.

Suggested condition:

1. Set a maximum number of lots for the development.

Currituck County Code Enforcement (Stacey Smith, 252-232-6027)

Reviewed with no comment.

Currituck County Building Inspections (Spence Castello, 252-232-6020)

Approved without comment.

Currituck County Emergency Management, Fire Marshal (James Mims, 252-232-4024)

Approved with comment:

1. Fire hydrants must be within 500' of every inch of road frontage. Fire hydrant must be within 400' of all exterior portions of public structures (church). Access to more than two single family dwellings must be 20" capable of 75,000 lbs.

Currituck County Engineering (Eric Weatherly, 252-232-6034)

Approved with comments:

1. Please be aware of the differences in stormwater requirements between the Old and New UDO.
2. Contact the Water Dept. on waterline extension requirements.

Currituck County GIS (Harry Lee, 252-232-2034)

Reviewed with no comment.

Currituck County Parks and Recreation (Jason Weeks, 252-232-3007)

Reviewed with no comment.

Currituck County Soil and Water (Mike Doxey, 252-232-2769)

Approved without comment.

Currituck County Utilities (Pat Irwin, 252-232-2769)

Approved without comment.

Albemarle Regional Health Services (Joe Hobbs, 252-232-6603)

Reviewed with comment:

1. PLEASE CONSULT WITH KEVIN CARVER R.S. AT (252)232-6603 CONCERNING SITE EVALUATION AND SEPTIC SYSTEM APPROVAL FOR EACH LOT THAT WILL MAKE UP THIS PROPOSED SUB-DIVISION. THANK YOU.

NC Division of Coastal Management (Charlan Owens, 252-264-3901)

Reviewed without comment.

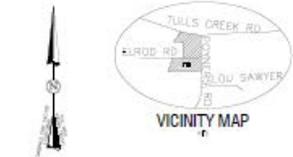
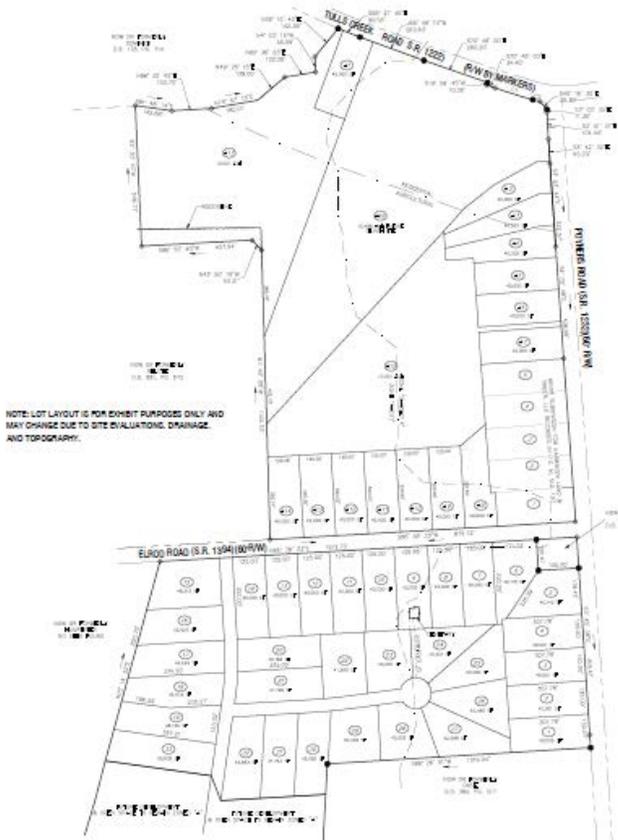
NC State Archeology (Lawrence Abbott, 919-807-6554)

Reviewed with comment:

1. It is unlikely that a significant site will be impacted by the proposed work. An archaeological survey is not recommended.

The following items are necessary for resubmittal:

- 15 - full size copies of revised plans.
- 1- 8.5"x11" copy of all revised plans.
- 1- PDF digital copy of all revised documents and plans.



HYMAN ROBEY
 SOLUTIONS FROM THE COUNTRYSIDE
 1501 US Hwy 108 S.
 PO Box 206
 Camden, NC 27921
 (252) 338-0910
 (252) 338-0502 fax
 www.hymanroby.com
 License # C-0258

PRELIMINARY
 NOT FOR CONSTRUCTION

I, **David T. Hines**, of the County of Currituck, State of North Carolina, do hereby certify that the above and foregoing is a true and correct copy of the original as shown to me by the applicant.



CONDITIONAL
 REZONING
 EXHIBIT
 FOR
**HARBINGER
 LAND &
 TIMBER, LLC**

CRAWFORD TOWNSHIP
 CURRITUCK COUNTY
 NORTH CAROLINA

KEY PLAN

- 1. 100' WIDE R/W
- 2. 100' WIDE R/W
- 3. 100' WIDE R/W
- 4. 100' WIDE R/W
- 5. 100' WIDE R/W
- 6. 100' WIDE R/W
- 7. 100' WIDE R/W
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- 98. 100' WIDE R/W
- 99. 100' WIDE R/W
- 100. 100' WIDE R/W

Color	Symbol	Description
Blue	Circle with 'C'	Center Point
Red	Circle with 'R'	Right of Way
Green	Circle with 'G'	Grass
Yellow	Circle with 'Y'	Yellow
Purple	Circle with 'P'	Purple
Brown	Circle with 'B'	Brown
Black	Circle with 'K'	Black
White	Circle with 'W'	White
Grey	Circle with 'G'	Grey
Light Blue	Circle with 'L'	Light Blue
Light Green	Circle with 'L'	Light Green
Light Yellow	Circle with 'L'	Light Yellow
Light Purple	Circle with 'L'	Light Purple
Light Brown	Circle with 'L'	Light Brown
Light Black	Circle with 'L'	Light Black
Light White	Circle with 'L'	Light White
Light Grey	Circle with 'L'	Light Grey
Light Light Blue	Circle with 'L'	Light Light Blue
Light Light Green	Circle with 'L'	Light Light Green
Light Light Yellow	Circle with 'L'	Light Light Yellow
Light Light Purple	Circle with 'L'	Light Light Purple
Light Light Brown	Circle with 'L'	Light Light Brown
Light Light Black	Circle with 'L'	Light Light Black
Light Light White	Circle with 'L'	Light Light White
Light Light Grey	Circle with 'L'	Light Light Grey
Light Light Light Blue	Circle with 'L'	Light Light Light Blue
Light Light Light Green	Circle with 'L'	Light Light Light Green
Light Light Light Yellow	Circle with 'L'	Light Light Light Yellow
Light Light Light Purple	Circle with 'L'	Light Light Light Purple
Light Light Light Brown	Circle with 'L'	Light Light Light Brown
Light Light Light Black	Circle with 'L'	Light Light Light Black
Light Light Light White	Circle with 'L'	Light Light Light White
Light Light Light Grey	Circle with 'L'	Light Light Light Grey

LEGEND



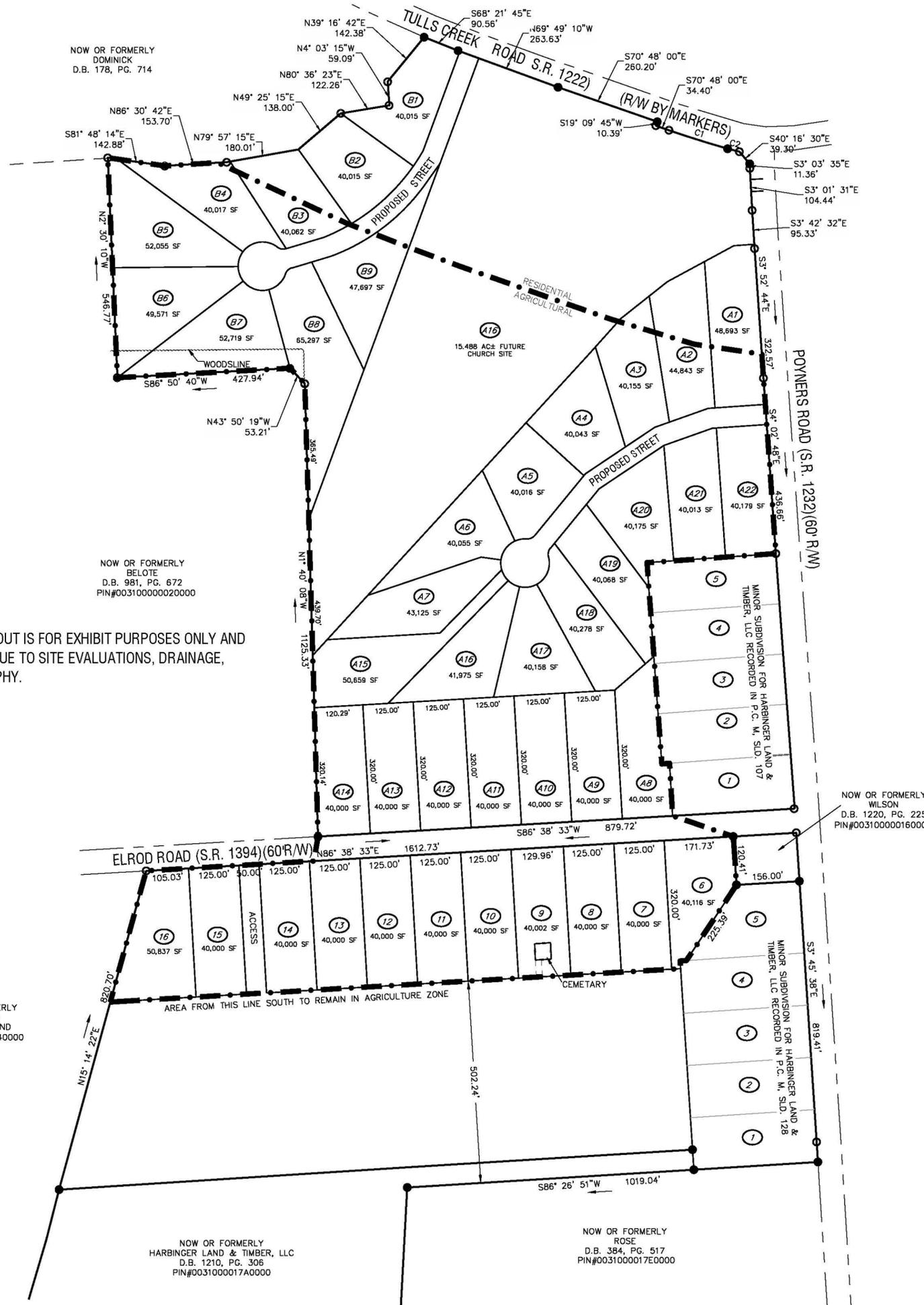
KEY PLAN

Project # 1201-08
 Drawing # 1201-08
 Drawn: JMM/PLP
 Checked: BTH
 Approved: BTH
 Date: 08/20/12
 Sheet # 1 OF 1
 Scale: 1" = 200'

PROPOSED
 NAME DATE DESCRIPTION

SHEET TITLE:
REZONING

SHEET NUMBER:
1



NOW OR FORMERLY
DOMINICK
D.B. 178, PG. 714

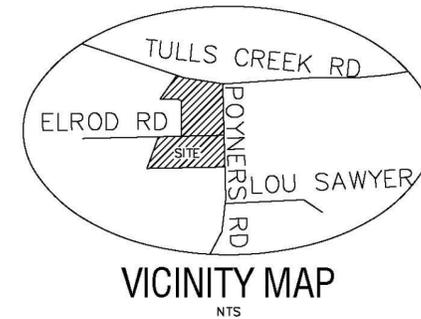
NOW OR FORMERLY
BELOTE
D.B. 981, PG. 672
PIN#00310000020000

NOTE: LOT LAYOUT IS FOR EXHIBIT PURPOSES ONLY AND
MAY CHANGE DUE TO SITE EVALUATIONS, DRAINAGE,
AND TOPOGRAPHY.

NOW OR FORMERLY
HUMPHRIES
NO DEED FOUND
PIN#003100000140000

NOW OR FORMERLY
HARBINGER LAND & TIMBER, LLC
D.B. 1210, PG. 306
PIN#00310000017A0000

NOW OR FORMERLY
ROSE
D.B. 384, PG. 517
PIN#00310000017E0000



I, EDWARD T. HYMAN, JR. CERTIFY THAT THIS PLAT WAS DRAWN FROM AN ACTUAL FIELD LAND SURVEY MADE UNDER MY SUPERVISION; THAT THE DEED DESCRIPTION FOR SAID PROPERTY IS RECORDED AS NOTED BELOW; THAT THE ERROR OF CLOSURE IS 1:10,000+; THAT ALL AREA CALCULATIONS ARE BY D.M.D.; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-30, WITNESS MY ORIGINAL SIGNATURE, REG. NUMBER, AND SEAL THIS 1 DAY OF SEPTEMBER, 2012.

I, EDWARD T. HYMAN, JR. PLS-2690, CERTIFY,

A. THAT THIS IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.



EDWARD T. HYMAN, JR.
P.L.S. L-2690

NOTES:

- 1) SITE DATA: PARCEL ID # 0031 000001A 0000
PARCEL ID # 0031 0000015 0000
PARCEL ID # 0031 0000017A 0000
PARCEL ID # 0031 000001B 0000
PARCEL ID # 0031 000001D 0000
ZONING - A (AGRICULTURAL)
R (RESIDENTIAL)
- 2) OWNER: HARBINGER LAND & TIMBER, LLC.
PO BOX 4
HARBINGER, NC 27941
- 3) THIS PROPERTY IS LOCATED IN FLOOD HAZARD ZONES "SHADED X" AND "AE(5)" AS SHOWN ON MAP PANELS 3721804000J AND 3721806000J, DATED DECEMBER 16, 2005.
- 4) ALL AREAS ARE BY COORDINATE METHOD.
- 5) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
- 6) TOTAL AREA FOR REZONING= (48.75 TOTAL ACRES +/-)
(38 ACRES NORTH OF ELROD RD.)
(10.75 ACRES SOUTH OF ELROD RD.)

SURVEY REFERENCES:
SOURCE OF TITLE = D.B. 1204, PG. 791, D.B. 1204, PG. 800 & D.B. 1210, PG. 306

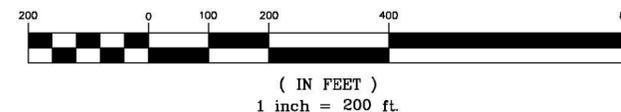
OTHER REFERENCES:
D.B. 237, PG. 441
D.B. 436, PG. 674
D.B. 436, PG. 673
D.B. 145, PG. 319
D.B. 64, PG. 6
P.C. F, PG. 18

CURVE TABLE						
CURVE	ARC LENGTH	RADIUS	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C1	152.32'	2586.50'	76.18	3°22'27"	S72° 29' 00"E	152.30'
C2	30.10'	480.70'	15.06	3°35'18"	S75° 58' 00"E	30.10'

LEGEND

- EXISTING CORNER
- CALCULATED POINT
- OUTER BOUNDARY LINE
- NEW LOT PROPERTY LINE
- PROPERTY EXTENSION
- RIGHT OF WAY LINE
- REQUESTED ZONING LIMITS

GRAPHIC SCALE



SOLUTIONS FROM THE GROUND
150 US Hwy 158 E.
PO Box 339
Camden, NC 27921
(252) 338-2913
(252) 338-5552 fax
www.hymanrobey.com
License C-0598

PRELIMINARY
DO NOT USE FOR CONSTRUCTION,
SALES, OR RECORDATION.

CONDITIONAL
REZONING
EXHIBIT

FOR

**HARBINGER
LAND &
TIMBER, LLC**

CRAWFORD TOWNSHIP
CURRITUCK COUNTY
NORTH CAROLINA

KEY PLAN:

Project #: 120149
Drawing #: 120149
Drawn: NMR
Checked: ETH
Approved: ETH
Date: 06/28/2012
Sheet #: 1 OF 1
Scale: 1" = 200'

REVISIONS:
NUM. DATE DESCRIPTION
1 11/30/12 LAYOUT CHANGE

SHEET TITLE:
REZONING

SHEET NUMBER:

1



Currituck County

Planning and Community Development Department
Planning and Zoning Division
153 Courthouse Road, Suite 110
Currituck, North Carolina 27929
252-232-3055 FAX 252-232-3026

To: Board of Commissioners
From: Planning Staff
Date: January 14, 2013
Subject: PB 12-19 Text Amendment

The new UDO was recently amended to allow off-premise directional signage for businesses located adjacent to the Atlantic Intracoastal Waterway. Barry Nelms, a business owner on the Currituck Sound, also requested a text amendment to allow off-premise directional signage for businesses located along the Currituck Sound. The Board of Commissioners remanded Mr. Nelms' request back to the Planning Board and directed staff to review the sign ordinance and provide a recommendation to allow for off-premise directional signage.

Staff presented three options to the Planning Board to allow for the signage in addition to Mr. Nelms' request. In order to reduce the number of options for the Board's consideration, staff is only bringing forward the two most diverse options prepared along with Mr. Nelms' request. The two options are:

1. Option 1: Allows off-premise directional signs on properties owned by the owner of the business.
2. Option 2: Allows off-premise directional signs at the intersection of the major arterial street and the collector street accessing the business.

In addition to the above options, the Board may also want to consider the following:

1. Business location adjacent to bodies of water, such as various creeks, Albemarle Sound, North River, North Landing River, Tulls Bay, Knotts Island Bay, and Coinjock Bay.
2. Streets in which directional signs can be located along, such as all or various major arterial streets (US 158, NC 168, NC 34, NC 136, NC 615, and NC 12).
3. Size/Height of the directional sign.
4. Number of directional signs on a pole.
5. Distance from the intersection.

The 1992 UDO allowed off-premise directional signs for businesses in Corolla Village, businesses within 1,200 feet of Caratoke Highway, and businesses located along the Atlantic Intracoastal Waterway (Coinjock Canal). The sign was authorized by the Board of Commissioners and displayed the name of the business only and the direction in which it was located. The off-

premise directional signs were required to be similar in size and style to a street name sign. In 2010, the sign committee prepared a comprehensive sign ordinance amendment. The recommendation of the committee was to remove the off-premise directional signage from the ordinance, which was approved by the Board on April 4, 2011.

NCDOT requires an outdoor advertising permit for signs that are designed to attract attention on the state highway. Signs that guide pedestrians or are considered too small to attract the attention on the state highway are not subject to NCDOT outdoor advertising regulations and permitting.

The 2006 Land Use Plan policy objectives (Policies CA1, CA4, CA5) do not support increasing the frequency of off-premise advertising signage. Policy CA5 states: "...that an attractive, less commercialized landscape, particularly along heavily traveled land and water routes, is essential to the tourist-based economy of the area. The placement of additional billboards and off-site advertising signs shall not be permitted in Currituck County." While providing direction (name and mileage) to the business and eliminating the advertising from the signage would be offer consistency with the 2006 Land Use Plan policy objectives.

Also included in this packet is a map with a corresponding table that identifies properties zoned for commercial uses along waterways and if the property accesses a major arterial street.

The Planning Board **recommended approval** of PB 12-19 as presented by Mr. Nelms and recommended that all businesses on all waterways be given the same allowances at their November 13, 2012 meeting.

PLANNING BOARD DISCUSSION (11-13-12)

Mr. Kovacs apologized to Mr. Nelms for the inconvenience for having a second meeting since procedure was not followed properly at the first meeting.

Mr. Nelms provided a brief history of his signage over the past 26 years. At the present time Mr. Nelms rents 4 billboards signs within the county with a monthly cost of \$2,200. Mr. Nelms stated he has noticed a decline in business over the last three years. Mr. Nelms stated his application to the board is identical to Mr. Miles application; with the exception of Coinjock Canal and Currituck Sound which are the same body of waters. Mr. Nelms stated if a new business is off the main corridor, you would want it to be successful and that would include off-premise directional signage. Mr. Nelms stated he needs off-premise directional signage. Mr. Nelms saw the opportunity with this board and the Board of Commissioners when they approved Mr. Miles request; and he is asking for the same consideration. Mr. Nelms stated staff reduced the size of the sign and he would want a sign that is bigger than what was approved for Mr. Miles; because a 4x8 sign will not do any good for someone to see 2 miles away. Mr. Nelms also stated he would like lighting of the sign so it is visible at night. Mr. Nelms asked the board to think about what they are trying to do, which is to help a business off the road be successful. Most of Mr. Nelms business is during the evening, dinner is served seven nights a week and lunch is served only on Saturday and Sunday.

Ms. Schuler stated the sign cannot be digital, but a light can shine on the sign.

Mr. Cartwright asked staff if what Mr. Nelms is asking for is impacted by any other thing other than the county ordinance.

Mr. Schuler stated he would have to obtain a permit from NCDOT for an outdoor advertising sign.

Mr. Nelms stated he pays the county in commercial taxes over \$20,000 per year, \$6,000 to the water department yearly, and \$2,000 per month to employees.

Mr. Cooper asked if sign setbacks are addressed in any way.

Mr. Schuler stated if the sign is 10 feet tall and under there are no setbacks, but if it is larger there is a 10 foot setback from the front property line.

Ms. Pierce stated she supports Mr. Nelms request.

PLANNING BOARD DISCUSSION (9-11-12)

The Planning Board asked staff the number of businesses on the Mainland and Outer Banks located on the Currituck Sound which would be affected by this request. Staff did not have this information available. The Planning Board also noted that new businesses located on the sound would benefit from this request.

Ms. Wilson stated this could transfer to the Outer Banks since there are many businesses that are located on the Currituck Sound. This makes it different from the Atlantic Intracoastal Waterway.

**OPTION 1
PB 12-19
UDO AMENDMENT REQUEST**

Amendment to the Unified Development Ordinance Chapter 5: Development Standards to allow off-premise directional signs for properties located adjacent to the Currituck Sound.

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

Item 1: That Table 5.12.4 Signs Exempted from Sign Permit Requirements is amended by deleting the following strikethrough language:

5.12.4. Signs Exempted from Sign Permit Requirements

The signs in Table 5.12.4, Signs Exempted from Sign Permits, are exempt from the requirements to obtain sign permit approval, but are subject to the standards in Section 5.12.7, Maintenance Standards, and the standards in this sub-section.

TABLE 5.12.4: SIGNS EXEMPTED FROM SIGN PERMITS				
SIGN TYPE	EXAMPLE	APPLICABLE STANDARDS	MAXIMUM SIGN AREA (SQ. FT)	MAXIMUM HEIGHT (FEET)
Directional Sign, Off-Premise		Up to one off-premise directional sign authorized by the Board of Commissioners may be placed on property under the same ownership as a business site located adjacent to the Atlantic Intracoastal Waterway	100	12

Item 2: That Table 5.12.6 Specific Sign Standards is amended by adding the following underlined language and renumbering the subsequent subsections:

5.12.6 Specific Sign Standards

D. Off-Premise Directional Signs

(1) Applicability

The standards in this section shall apply to properties located in a Business and Mixed-Use Zoning District adjoining the Currituck

Sound or Atlantic Intracoastal Waterway that contain a use listed in Section 4.1.2 Use Table, Commercial Use Classification.

(2) Prohibited

Except as provided in Section 5.12.3 Signs Exempt from Signage Regulations, and 5.12.4 Signs Exempted from Sign Permit Requirements, off-premise directional signs are prohibited for the following:

- (a) Commercial uses and properties located on the Outer Banks.
- (b) Commercial uses adjoining a major arterial street.

(3) General

- (a) Off-premise directional signs must be located on land under the same ownership as the business to be identified on the sign.
- (b) Off-premise directional signs must be located in a Business and Mixed-Use Zoning District adjoining a major arterial street.
- (c) A maximum of one off-premise directional sign is permitted per business. A lot shall have a maximum of one off-premise directional sign.
- (d) Off-premise directional signs shall not exceed 32 square feet in area and 10 feet in height.
- (e) Off-premise directional signs shall not be located within the sight triangle.

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

Item 4: This ordinance amendment shall be in effect from and after the _____ day of _____, 2012.

Board of Commissioners' Chairman

Attest:

Gwen H. Keene
Clerk to the Board

DATE ADOPTED: _____
MOTION TO ADOPT BY COMMISSIONER: _____
SECONDED BY COMMISSIONER: _____
VOTE: _____AYES _____NAYS _____
.....

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

**OPTION 2
PB 12-19
UDO AMENDMENT REQUEST**

Amendment to the Unified Development Ordinance Chapter 5: Development Standards to allow off-premise directional signs for properties located adjacent to the Currituck Sound.

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

Item 1: That Table 5.12.4 Signs Exempted from Sign Permit Requirements is amended by deleting the following strikethrough language:

5.12.4. Signs Exempted from Sign Permit Requirements

The signs in Table 5.12.4, Signs Exempted from Sign Permits, are exempt from the requirements to obtain sign permit approval, but are subject to the standards in Section 5.12.7, Maintenance Standards, and the standards in this sub-section.

TABLE 5.12.4: SIGNS EXEMPTED FROM SIGN PERMITS				
SIGN TYPE	EXAMPLE	APPLICABLE STANDARDS	MAXIMUM SIGN AREA (SQ. FT)	MAXIMUM HEIGHT (FEET)
Directional Sign, Off-Premise		Up to one off-premise directional sign authorized by the Board of Commissioners may be placed on property under the same ownership as a business site located adjacent to the Atlantic Intracoastal Waterway	100	12

Item 2: That Table 5.12.6 Specific Sign Standards is amended by adding the following underlined language and renumbering the subsequent subsections:

5.12.6 Specific Sign Standards

D. Off-Premise Directional Signs

(1) Applicability

The standards in this section shall apply to properties located in a Business and Mixed-Use Zoning District adjoining the Currituck

Sound or Atlantic Intracoastal Waterway that contain a use listed in Section 4.1.2 Use Table, Commercial Use Classification.

(2) Prohibited

Except as provided in Section 5.12.3 Signs Exempt from Signage Regulations, and 5.12.4 Signs Exempted from Sign Permit Requirements, off-premise directional signs are prohibited for the following:

- (a) Commercial uses and properties located on the Outer Banks.
- (b) Commercial uses adjoining a major arterial street.

(3) General

- (a) Off-premise directional signs must be located on private property at the intersection of a major arterial street and the collector street accessing the commercial use. The sign shall be subject to the following standards:
 - (i) Must be located in a Business and Mixed-Use Zoning District.
 - (ii) A maximum of one off-premise directional sign is permitted per business.
 - (ii) A maximum of three directional signs shall be permitted mounted collectively on one pole per property, and in accordance with the dimensional requirements of this section.
- (b) The applicant shall be responsible for negotiating with the property owner the sign placement, easements, or agreements.
- (c) Each individual off-premise directional sign shall not exceed 4 square feet in area and be mounted on one pole not to exceed 10 feet in height.
- (d) Off-premise directional signs shall not be located within the sight triangle.

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

Item 4: This ordinance amendment shall be in effect from and after the _____ day of _____, 2012.

Board of Commissioners' Chairman
Attest:

Gwen H. Keene
Clerk to the Board

DATE ADOPTED: _____
MOTION TO ADOPT BY COMMISSIONER: _____
SECONDED BY COMMISSIONER: _____
VOTE: _____AYES _____NAYS _____

.....
PLANNING BOARD DATE: _____
PLANNING BOARD RECOMMENDATION: _____
VOTE: _____AYES _____NAYS _____

ADVERTISEMENT DATE OF PUBLIC HEARING: _____
BOARD OF COMMISSIONERS PUBLIC HEARING: _____
BOARD OF COMMISSIONERS ACTION: _____
POSTED IN UNIFIED DEVELOPMENT ORDINANCE: _____
AMENDMENT NUMBER: _____

#	Parcel	Zoning	Body of Water	Frontage on Major Arterial	Notes
1	0046-000-0002-0000	SFI (RR)	North Landing River	Yes (NC 615)	Existing campground (some retail allowed)
2	0077-000-0035-0000	GB	Knotts Island Bay	No	Pearl's
3	0078-000-0034-0000	GB	Currituck Sound	No	
4	0078-000-016A-0000	SFI (RR)	Currituck Sound	No	Campground/hunting lodge
5	0030-000-0016-0000	GB	Tulls Creek	No	
6	0030-000-0015-0000	GB	Tulls Creek	No	
7	0030-000-0034-0000	GB	Tulls Creek	No	
8	0032-000-0060-0000	GB	Cowells Creek	Yes (Caratoke Hwy)	Property on both sides of highway
9	0032-000-060A-0000	GB/AG	Cowells Creek	Yes (NC 34)	
10	0041-000-055B-0000	GB/AG	Cowells Creek	Yes (Caratoke Hwy)	
11	0041-000-046A-0000	GB/SFM/AG	Cowells Creek	Yes (Caratoke Hwy)	
12	0050-000-044D-0000	GB/SFM	Currituck Sound	Yes (Caratoke Hwy)	
13	0059-000-085A-0000	PUD	Coinjock Bay	Yes (Caratoke Hwy)	
14	0059-000-085B-0000	PUD	Coinjock Bay	No	
15	0059-000-0083-0000	PUD	Coinjock Bay	Yes (Caratoke Hwy)	
16	0059-000-0066-0000	GB	Coinjock Bay	Yes (Caratoke Hwy)	
17	0059-000-0065-0000	GB	Coinjock Bay	Yes (Caratoke Hwy)	
18	0059-000-0064-0000	GB	Coinjock Bay	Yes (Caratoke Hwy)	
19	0059-000-0063-0000	GB	Coinjock Bay	Yes (Caratoke Hwy)	
20	0059-000-0057-0000	GB	Coinjock Bay	Yes (Caratoke Hwy)	
21	0059-000-0056-0000	GB	Coinjock Bay	Yes (Caratoke Hwy)	
22	0059-000-0055-0000	GB	Coinjock Bay	Yes (Caratoke Hwy)	
23	0059-000-0054-0000	GB	Coinjock Bay	No	
24	0060-000-001B-0000	GB	Coinjock Bay	Yes (Caratoke Hwy)	
25	0060-000-053B-0000	GB	Coinjock Bay	Yes (Caratoke Hwy)	
26	0060-000-053A-0000	GB	Coinjock Bay	Yes (Caratoke Hwy)	
27	0060-000-053D-0000	GB	Coinjock Bay	Yes (Caratoke Hwy)	
28	0060-000-056B-0000	GB	Coinjock Bay	No	
29	0068-000-0008-0000	SFI (RR)	Currituck Sound	No	Existing campground (some retail allowed)
30	0079-000-0001-0000	SFI (RR)	Currituck Sound	No	Existing campground (some retail allowed)
31	071A-003-004C-0000	GB	Coinjock Canal	No	
32	071A-003-004B-0000	GB	Coinjock Canal	No	

33	071A-003-004A-0000	GB	Coinjock Canal	No	
34	071A-003-0004-0000	GB	Coinjock Canal	No	
35	071A-003-0005-0000	GB	Coinjock Canal	No	
36	071A-003-0003-0000	GB	Coinjock Canal	No	
37	071A-004-0024-0000	GB	Coinjock Canal	No	
38	0071-000-0047-0000	GB	Coinjock Canal	No	
39	0071-000-043A-0000	GB	Coinjock Canal	No	
40	0071-000-0037-0000	GB	Coinjock Canal	No	
41	0071-000-0036-0000	GB	Coinjock Canal	No	
42	0071-000-0035-0000	GB	Coinjock Canal	No	
43	0071-000-0034-0000	GB	Coinjock Canal	No	
44	0071-000-0033-0000	GB	Coinjock Canal	No	
45	0071-000-032B-0000	GB	Coinjock Canal	No	
46	0071-000-032A-0000	GB	Coinjock Canal	No	
47	071A-004-0009-0000	GB	Coinjock Canal	No	
48	071A-005-0005-0000	GB	Coinjock Canal	No	
49	071A-005-005A-0000	GB	Coinjock Canal	No	
50	071A-005-0004-0000	GB	Coinjock Canal	No	
51	071A-005-0003-0000	GB	Coinjock Canal	No	
52	071A-005-0002-0000	GB	Coinjock Canal	No	
53	071A-005-004A-0000	GB	Coinjock Canal	No*	Adjacent to Coinjock Bridge
54	0071-000-0078-0000	GB/LI/AG	Coinjock Canal	No*	Adjacent to Coinjock Bridge
55	0071-000-0077-0000	GB	Coinjock Canal	Yes (Caratoke Hwy)	
56	0071-000-026A-0000	GB	Coinjock Canal	No	
57	0071-000-0026-0000	GB	Coinjock Canal	No	
58	0084-000-029B-0000	GB	Deep Creek	Yes (Caratoke Hwy)	
59	0107-000-0054-0000	LB	Currituck Sound	No	Barry's on Walnut Island
60	0108-000-022K-0000	AG	Currituck Sound	No	Waterside Villages (some retail allowed)
61	0108-000-0035-0000	GB	Currituck Sound	Yes (Caratoke Hwy)	
62	0109-000-156B-0000	CDPUD	Albemarle Sound	Yes (Caratoke Hwy)*	Further division may create lots not adjoining Caratoke Hwy
63	0112-000-003C-0000	CDPUD	Albemarle Sound	No	
64	0124-000-0083-0000	GB/AG	Currituck Sound	No	Pointe Golf Club

65	0124-000-137J-0000	HM/GB/AG	Albemarle Sound	Yes (Caratoke Hwy)*	300+ acres. Further division may create lots not adjoining Caratoke Hwy
66	0124-000-137G-0000	GB/AG	Albemarle Sound	No	
67	132F-000-027D-0000	GB	Currituck Sound	No	
68	132F-000-027C-0000	GB	Currituck Sound	No	
69	132F-000-027B-0000	GB	Currituck Sound	No	
70	0132-000-107A-0000	GB	Currituck Sound	No	
71	0132-000-109A-0000	GB	Currituck Sound	No	
72	0132-000-0111-0000	GB	Currituck Sound	Yes (Caratoke Hwy)	
73	132C-000-0001-0000	GB	Currituck Sound	Yes (Caratoke Hwy)	Accessed off Swan Circle
74	0132-000-0162-0000	GB	Currituck Sound	No	
75	132B-000-0POA-0000	GB	Currituck Sound	No	
76	0114-000-036D-0000	CDGB/SFO	Currituck Sound	No	



Currituck County

Planning and Community Development Department
Planning and Zoning Division
153 Courthouse Road, Suite 110
Currituck, North Carolina 27929
252-232-3055 FAX 252-232-3026

To: Board of Commissioners
From: Planning Staff
Date: January 14, 2013
Subject: Currituck Crossing, Preliminary Plat Extension

Currituck Crossing is a conservation subdivision located on Aydlett Road and approximately 400 feet north of the intersection of Caroon Road in Poplar Branch Township. On May 13, 2008, the Planning Board voted to approve the preliminary plat for 48 lots within three phases in Currituck Crossing. The preliminary plat approval included the following:

Phase	Number of Lots	Lots Approved in Phase
2	26	Lots 4-7, 21-24, 32-39, 48-50, 60-64, 71-74, and open space
3	15	Lots 8-9, 17-20, and 51-59
4 (portion)	7	10-16

The remaining unrecorded lots in the subdivision did not receive preliminary plat approval and are not eligible for the extension request. The preliminary plat approval was due to expire on May 13, 2010. The North Carolina General Assembly passed a law that suspended the vesting period for development approvals that were valid at any time during January 1, 2008 through December 31, 2010. With the law in effect the preliminary plat expiration date is January 2, 2013.

On December 28, 2012 William Brumsey, IV, the attorney for The Bank of Hampton Roads who is the current owner, submitted a request for a two year preliminary plat extension of the subdivision citing economic reasons (see attached).

In accordance with the UDO Chapter 10, Section 10.3.4 and Chapter 11 Section 11.10.2, the Board of Commissioners may grant an extension of the preliminary plat one time for a period of two years, if they conclude that:

1. The permit has not yet expired.
 - a. The permit had not yet expired when the request for the extension was filed with the county.

2. The permit recipient has proceeded with due diligence and in good faith; and,
 - a. The developer has proceeded with due diligence and good faith, however, due to the economic conditions in the real estate market, the permit holder has not been able to proceed as desired.

3. Conditions have not changed so substantially as to warrant a new application. Successive extensions shall not be granted. All such extensions may be granted without resort to the formal processes and fees required for a new permit.
 - a. There are no changes proposed in the extension request.

William Brumsey, III
William Brumsey, IV

BRUMSEY AND BRUMSEY, P.L.L.C.
ATTORNEYS
P.O. Box 100, 2883 CARATOKE HWY.
CURRITUCK, NORTH CAROLINA 27929
TELEPHONE (252) 232-2252 - FACSIMILE (252) 232-3038

December 28, 2012

Currituck County Board of Commissioners
153 Courthouse Rd.
Suite 110
Currituck, NC 27929

RE: Currituck Crossing,
PB 06-45
Request for sketch plan/special use permit extension

Honorable Commissioners:

I am the attorney for The Bank of Hampton Roads. The Bank of Hampton Roads is the current owner and permit holder of the property known as Currituck Crossing having acquired it by deed recorded in Deed Book 1176, Page 420 of the Currituck County Registry, a copy of which is attached. The sketch plan/special use permit for Currituck Crossing, a Conservation Subdivision will expire on January 1, 2013.

In accordance with Currituck County Unified Development Ordinance, Chapter 11, Section 11.10.2, The Bank of Hampton Roads requests a two year extension of the special use permit for Currituck Crossing based on the following:

1. The special use permit has not yet expired.
2. The permit holder has proceeded with due diligence and in good faith, however, due to the economic conditions in the real estate market, the permit holder has not been able to proceed as desired.
3. Conditions have not changed so substantially as to warrant a new application. There are no changes proposed in this extension request.

If you have any questions or need any further information, please let me know. Thank you in advance for your consideration of this request.

Sincerely,


William Brumsey, IV

cc: David Twiddy

TRANSFER TAX AMOUNT NONE, SAA
DATE/COLLECTOR 10-31-2011

Doc ID: 002360230004 Type: CRP
Recorded: 10/31/2011 at 11:06:19 AM
Fee Amt: \$7,586.00 Page 1 of 4
Excise Tax: \$7,560.00
Currituck County, NC
Charlene Y Dowdy Register of Deeds

487

BK 1176 PG 420-423

Tax Collector Certification That No Delinquent Taxes
Are Due. Date 10-31-11 By SAA: Certification
expires Jan. 6th of the year following certification date.

TRUSTEE'S DEED

DRAWN BY/MAIL TO:

POYNER SPRUILL LLP
P.O. BOX 1801
RALEIGH, NC 27602-1801
Without Title Examination

THIS INSTRUMENT WAS PREPARED BY WILLIAM BRUMSEY, IV, ATTORNEY AT
LAW, WHO IS A LICENSED NORTH CAROLINA ATTORNEY.

NORTH CAROLINA
CURRITUCK COUNTY

Parcel Nos.: See Exhibit A attached hereto
Revenue: \$7,560.00

Grantee's address:
PO Box 1908
Elizabeth City, NC 27906

This Trustee's Deed, is made and entered into this 18th day of October, 2011, by and
between William Brumsey, IV, substitute trustee as hereinafter stated, Grantor, and The Bank of
Hampton Roads, successor by merger to Gateway Bank & Trust Co., Grantee. The designations
Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns,
and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

Whereas, Currituck Crossing LLC a/k/a Currituck Crossing, LLC executed to GBTC,
Inc., Trustee, a deed of trust dated November 8, 2006, and duly recorded in Book 975, Page 561,
in the office of the Register of Deeds of Currituck County, North Carolina ("Deed of Trust");

Whereas, Grantor was substituted as trustee in the Deed of Trust by instrument duly
recorded in the office of the Register of Deeds of Currituck County, North Carolina;

Whereas, because of default in the payment of the indebtedness and the holder of the
indebtedness having called upon and made demand of Grantor to foreclose on the Deed of Trust,

Grantor, after due advertisement as required by law and the terms of the Deed of Trust, did on September 27, 2011, at 10:00 o'clock A.M. at the Courthouse door in Currituck, Currituck County, North Carolina, expose to public sale the property hereinafter described and described in the Deed of Trust ("Property"), where and when The Bank of Hampton Roads, successor by merger to Gateway Bank & Trust Co., became the last and highest bidder for the same at the price of Three-million, seven-hundred eighty thousand and No/100 Dollars (\$3,780,000.00);

Whereas, on the day of the sale a report thereof was duly made to the Clerk of Superior Court of Currituck County, North Carolina ("Clerk"), and filed in Special Proceedings File No. 11 SP 175;

Whereas, the sale remained open for ten days after the filing of the Report of Sale, and no upset bid was offered and no objection made;

Whereas, the purchase price has been paid in full.

Now therefore, Grantor, in consideration of the sum of Three-million, seven-hundred eighty thousand and No/100 Dollars (\$3,780,000.00), the receipt of which is hereby acknowledged, and pursuant to the authority vested in Grantor by the terms of the Deed of Trust, by these presents does bargain, sell and convey unto Grantee, the Property sold as recited herein, the same lying and being in the County of Currituck, State of North Carolina, and more particularly described as follows:

TRACT ONE: Being all of that certain 34.93 +/- acre parcel and 61.17 +/- acre parcel as shown and delineated on that certain map or plat entitled "Survey for Patricia B. Hackler and Ella B. McWilliams, Baum Farm, Poplar Branch Township, Currituck County, North Carolina," dated September 21 and 29, October 13, 17 & 23, 1995, by Mark D. Pruden, a Registered Land Surveyor, which map is recorded in Plat Cabinet F, at Slides 64 and in the Currituck County Registry, and which is by reference incorporated herein for a more complete description.

TRACT TWO: Being all of that certain 53.88 +/- acre parcel as shown and delineated on that certain map or plat entitled "Survey for Patricia B. Hackler Estate and Ella B. McWilliams, Poplar Branch Township, Currituck County, North Carolina," dated July 26 & 29, 1996, by Mark D. Pruden, a Registered Land Surveyor, which map is recorded in Plat Cabinet F at Slides 147 and in the Currituck County Registry, and which is by reference incorporated herein for a complete description.

TRACT THREE: BEGINNING at an iron pin or other marker located in the West margin or right of way of Aydlett Road, known as State Road 1137, said road having a right-of-way of 60 feet at this point, said point of beginning being also located in the Northeast corner of property now or formerly owned by Gene D. Younkens et ux; thence from said point of beginning along the North line of the aforesaid Younkens property and an extension thereof South 79 deg. 01 min. 00 sec. West 1218.89 feet to an iron rod set in the centerline of a ditch; thence along the centerline of a ditch North 02 deg. 38 min. 54 sec. East 774.51 feet to an iron rod set located in the South line of property known as the Baum farm as same is described in map or plat recorded in Plat Cabinet F, Slide 64, Currituck County Registry; thence along the South line of the aforesaid Baum farm property North 82 deg. 43 min. 31 sec. East 1038.24 feet to a point located in the West margin or right-of-way of the aforesaid Aydlett Road; thence along the West margin or right-of-way of

025848-00090000/1414436v2.0

Aydlett Road South 11 deg. 02 min. 25 sec. East 685.54 feet to the point and place of beginning.

This being that certain property described and delineated on that plat entitled "Boundary Survey for Currituck Crossing, LLC", dated April 10, 2006, prepared by Albemarle & Associates, Ltd., which map or plat is incorporated herein by reference.

LESS AND EXCEPT Lots #1, 63 and 66, Phase One, Currituck Crossing, as shown on plat recorded in Plat Book L, Pages 41-44, Currituck County Registry.

This conveyance is subject to all prior liens of record, if any, and to all unpaid *ad valorem* taxes and special assessments, if any, which became a lien subsequent to the recordation of the Deed of Trust. This conveyance is further subject to the right, if any, of the United States of America to redeem the above-described property for a period of 120 days following the date when the final upset bid period has expired.

To have and to hold the Property and premises together with all privileges and appurtenances thereunto belonging to Grantee in as full and ample a manner as Grantor, as Substitute Trustee, has power to convey the same.

In testimony whereof, Grantor has caused this instrument to be duly executed as of the day and year first above written.

SUBSTITUTE TRUSTEE

By: [Signature] (SEAL)
William Brumsey, IV, Esq.

State of North Carolina
County of CURRITUCK

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: William Brumsey, IV, Substitute Trustee

Date: 18 day of OCTOBER 2011.

Official Signature of Notary: [Signature]
Notary's Printed or Typed Name: KAREN M. MILLER Notary Public

My Commission Expires: 10/26/2013

(Official Seal)

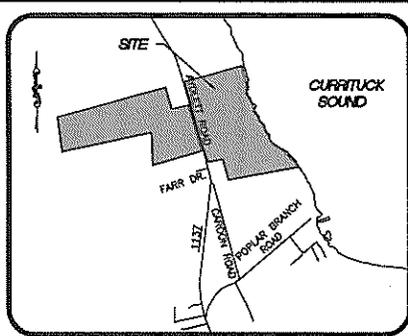


025848-00690000/1414456v2.0

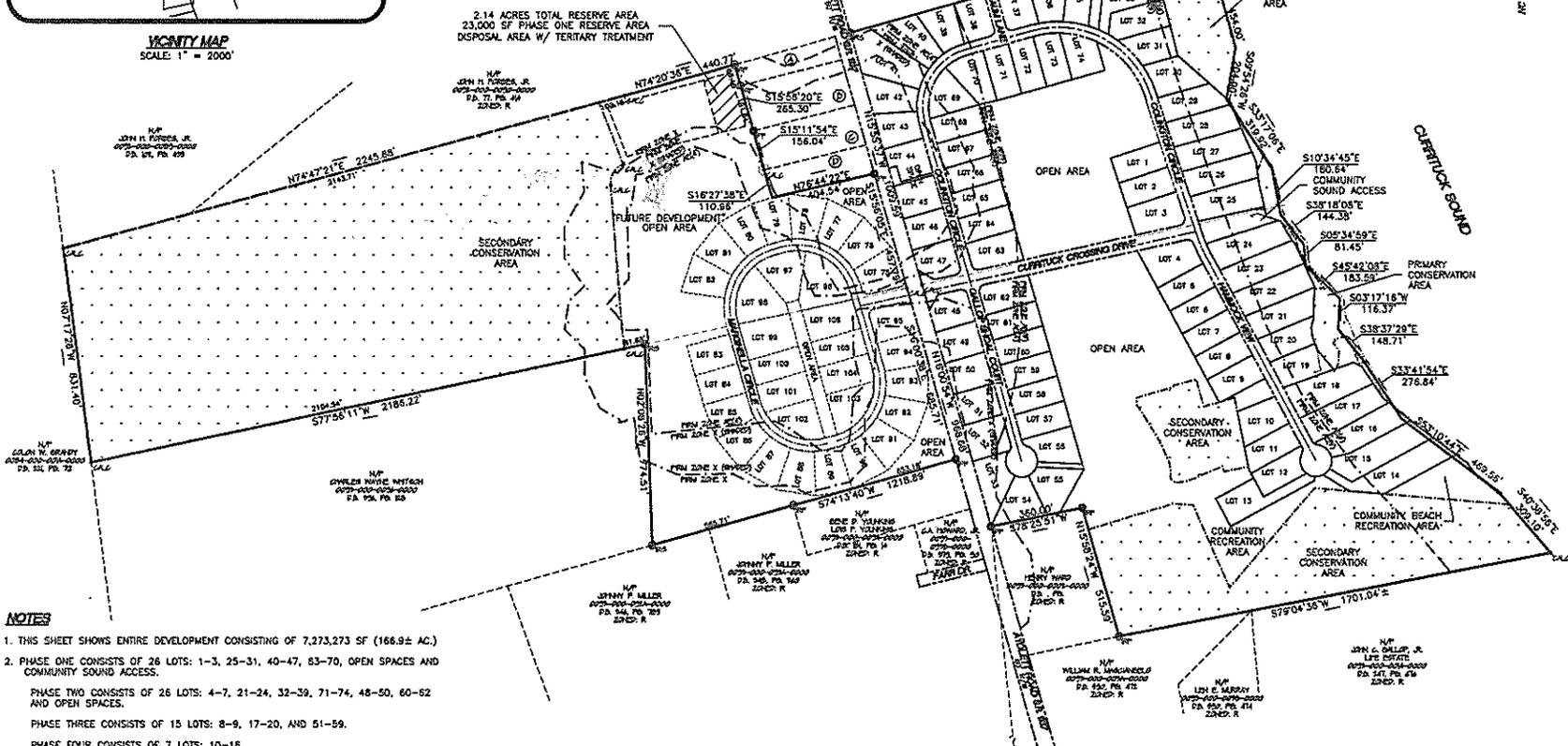
EXHIBIT A

0 Aydllett Rd	0093000095B0000
0 Aydllett Rd	0093000095C0000
142 Colington Cir	092D00000030000
145 Colington Cir	092D00000250000
143 Colington Cir	092D00000260000
141 Colington Cir	092D00000270000
139 Colington Cir	092D00000280000
137 Colington Cir	092D00000290000
135 Colington Cir	092D00000300000
133 Colington Cir	092D00000310000
155 Colington Cir	092D00000400000
113 Colington Cir	092D00000410000
140 Colington Cir	092D0000020000
111 Colington Cir	092D00000420000
0 Colington Cir	092D000PCOA0000
109 Colington Cir	092D00000430000
107 Colington Cir	092D00000440000
105 Colington Cir	092D00000450000
103 Colington Cir	092D00000460000
101 Colington Cir	092D00000470000
102 Colington Cir	092D00000480000
104 Colington Cir	092D00000490000
108 Colington Cir	092D00000500000
110 Colington Cir	092D00000680000
112 Colington Cir	092D00000690000
114 Colington Cir	092D00000700000
0 Colington Cir	092D000COMM0000
0 Colington Cir	092D000OPEN0000

025848-00090000/1395292v2.0



VICINITY MAP
SCALE: 1" = 2000'



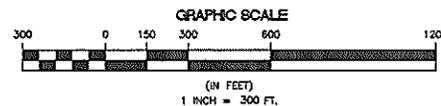
NOTES

- THIS SHEET SHOWS ENTIRE DEVELOPMENT CONSISTING OF 7,273,273 SF (166.9± AC.)
- PHASE ONE CONSISTS OF 26 LOTS: 1-3, 25-31, 40-47, 63-70, OPEN SPACES AND COMMUNITY SOUND ACCESS.
PHASE TWO CONSISTS OF 26 LOTS: 4-7, 21-24, 32-39, 71-74, 48-50, 60-62 AND OPEN SPACES.
PHASE THREE CONSISTS OF 15 LOTS: 8-9, 17-20, AND 51-59.
PHASE FOUR CONSISTS OF 7 LOTS: 10-16.
- REMAINDER OF PROPERTY TO BE "FUTURE DEVELOPMENT".
- SEE COVER SHEET FOR GENERAL NOTES.
- LOTS WEST OF AYDLETT ROAD SHOWN PER THE SKETCH PLAN. THEY ARE FOR ILLUSTRATION PURPOSES ONLY - THEY ARE TO BE "FUTURE DEVELOPMENT".

OPEN SPACE CALCULATION TABLE

	TOTAL AREA (SF)	PRIMARY CONSERVATION AREA (SF)	SECONDARY CONSERVATION AREA (SF)	LOT AREA (SF)	RIGHT OF WAY AREA (SF)	UPLAND AREA OPEN SPACE (SF)
EASTERN SIDE	3,795,694	193,191	648,331	1,737,229	274,541	941,402
WESTERN SIDE	3,477,580	0	1,891,927	736,285	111,518	737,870
TOTAL	7,273,273	193,191	2,541,258	2,473,494	386,059	1,679,272

PERMANENT OPEN SPACE REQUIRED: (TOTAL AREA-PRIMARY CONSERVATION AREA-ROW)*45% 3,012,310 SF
 PERMANENT OPEN SPACE PROVIDED: 4,220,530 SF
 MAXIMUM OPEN SPACE REQUIRED TO BE UTILIZED FOR ACTIVE RECREATION (50% OF REQUIRED): 1,523,824 SF
 OPEN SPACE PROVIDED FOR ACTIVE RECREATION: 1,679,272 SF



Engineering - Surveying - Land Planning

111 West 1st Street
 Raleigh, NC 27601
 Phone: (919) 833-1000
 Fax: (919) 833-1001
 www.albemarle.com

PRELIMINARY
 NOT FOR CONSTRUCTION
 CONSULTATIONS BY DATE

NO.	DATE	DESCRIPTION

REVISIONS

PRELIMINARY SUBDIVISION PLAT
CURRUCK CROSSING
OVERALL LAYOUT

POPULAR BRANCH TOWNSHIP CURRUCK COUNTY NORTH CAROLINA

DATE: 02/11/08
 DRAWN: JAL
 CHECKED: JCA
 IN CHARGE: JAL
 PROJECT: 7452B

SCALE: 1" = 300'

SHEET: 2 OF 5

**STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK**

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this the _____ day of _____, 2013 by and between Currituck County (the "County") and Currituck County Board of Education (the "Board").

WITNESSETH:

WHEREAS, the Board currently owns land located on the site of Central Elementary School in Crawford Township, Currituck County, North Carolina; and

WHEREAS, the County has funded or will fund various improvements to real property owned by the Board on the site of Central Elementary School, as described in more detail below; and

WHEREAS, the Board has declared as surplus and unnecessary for public school purposes that portion of the real property owned by the Board on the site of Central Elementary School that is described more particularly in the attached Exhibit A (hereinafter, the "Premises"); and

WHEREAS, the Board desires to convey the Premises to the County in fee simple as consideration for improvements funded or to be funded by the County; and

WHEREAS, the Board and County have authority to enter into this interlocal agreement (the "Agreement") pursuant to N.C. Gen. Stat. ' 115C-518 and Articles 12 and 20 of Chapter 160A North Carolina General Statutes;

NOW, THEREFORE, in consideration of the mutual goals and promises contained herein, and the mutual benefits to result therefrom, the receipt and adequacy of which is hereby expressly acknowledged, the parties agree as follows:

1. The County has funded or will fund the following construction, renovation, or improvements to real property owned by the Board:
 - A. Connecting Central Elementary School to the County wastewater plant (funds already spent and work already completed);
 - B. Relocating the school bus parking lot at Central Elementary School, thereby providing parking for 75 buses (to be accomplished);
 - C. Costs for improving driveways at Central Elementary School (to be accomplished).
2. Details regarding the scope of the improvements 1.B and 1.C, above, shall be jointly determined by authorized representatives of the County and the Board. The total amounts to be expended by the County shall not exceed four hundred fifty five thousand, one hundred thirty one dollars (\$455,131) for the relocation of the bus parking lot and four hundred thousand dollars (\$400,000) for the driveway improvements, unless the County in its discretion decides to authorize expenditure of additional funds for said projects.
3. The Board has declared the Premises as surplus property not needed for public school purposes.
4. The Board has agreed to execute a Special Warranty Deed transferring fee simple title in the Premises to the County.
5. The Board retains all of its property rights in the Central Elementary School site not specifically and expressly conveyed to the County in connection with this transaction.

6. This Agreement shall be effective upon its execution and shall expire automatically upon completion the improvements described in Section 1 and execution and delivery of the Special Warranty Deed described in Section 4 unless sooner terminated as provided in Section 7 of this Agreement.

7. This Agreement may be terminated by either party at any time prior to execution and delivery of the Special Warranty Deed by delivering written notice to the other party of such termination.

8. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement.

9. This Agreement may be amended only in writing by duly authorized representatives of the County and the Board.

IN WITNESS WHEREOF, the Currituck County Board of Education and Currituck County Board of County Commissioners have caused their authorized representatives to execute this Agreement as of the date listed on the first page of this Agreement.

CURRITUCK COUNTY BOARD OF EDUCATION

By: _____

Bill Dobney, Ed.D, Chairman

Attest: _____

Allison Sholar, Superintendent

COUNTY OF CURRITUCK

By: _____

Attest: _____

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

Finance Officer, Currituck County

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APPROVED AS TO FORM:

Donald I. McRee, Jr.

County Attorney

Date adopted: _____

Motion to adopt by Commissioner _____

Second by Commissioner _____

Vote: _____ AYES _____ NAYS

S:\Legal\Ordinances\

1 **AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS**
2 **AMENDING CHAPTER 9 OF THE CURRITUCK COUNTY CODE OF ORDINANCES**
3 **BY ADDING A NEW SECTION PROHIBITING THE USE OF SKY LANTERNS**
4 **WITHIN CURRITUCK COUNTY**

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

8 WHEREAS, pursuant to N.C. Gen. Stat. §153A-128 a county may by ordinance regulate,
9 restrict, or prohibit the sale, possession, storage, use or conveyance of any explosive, corrosive,
10 inflammable, or radioactive substance or of any weapon or instrumentality of mass death and
11 destruction. the use of county property; and

12 WHEREAS, a sky lantern consists of an airborne burning fuel cell which cannot be
13 controlled after launch; and

14 WHEREAS, the use of sky lanterns has become more frequent within the county
15 especially during the large number of weddings and special events that occur within the county
16 annually; and

17 WHEREAS, due to wind and vegetation throughout the county there exists a great risk
18 that the use of sky lanterns will result in fire of such intensity to destroy life and property; and

19 WHEREAS, hose responsible for launching sky lanterns have no ability to predict or
20 control where a sky lantern will land and are therefore unable to clean up sky lantern debris and
21 can become litter and material harmful to wildlife ingesting sky lantern debris.

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

24 PART I. The Code of Ordinances, Currituck County, North Carolina is amended by adding a
25 new section to Chapter 9 of the Code of Ordinances to read as follows:

26 **Sec. 9-8. Sky Lanterns Prohibited.**

27 It shall be unlawful for any person to use, ignite or launch a sky lantern. For purposes of
28 this section, “sky lantern” shall mean a miniature, unmanned hot air balloon which is launched
29 into the atmosphere customarily to celebrate weddings and other special events, relying on an
30 open flame to heat the air inside the balloon causing it to lift into the atmosphere and typically
31 made of rice paper or flame resistant paper with a fuel cell in the opening.

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

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PART III. This ordinance is effective upon adoption.

ADOPTED this _____ day of _____, 2013.

S. Paul O’Neal, Chairman

ATTEST:

Gwen H. Keene, Clerk to the Board

APPROVED AS TO FORM:

Donald I. McRee, Jr., County Attorney

Date adopted: _____

Motion to adopt by Commissioner _____

Second by Commissioner _____

Vote: _____ AYES _____ NAYS

AIRPORT ADVISORY BOARD
2 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Robin Hutchings*	District 1		Vance Aydlett	4/2012	Unexpired Term 1/2013
John Snowden*	District 2		David Griggs	1/2010	1st Term 1/2013
Jerry Malesky*	District 3		Butch Petrey	1/2010	1st Term 1/2013
Ed Ish	District 4		Kevin McCord	1/2011	1st Term 1/2014
Denise Hall*	District 5		Marion Gilbert	1/2010	1st Term 1/2013
Barbara Courtney*	At-Large		Paul Martin	1/2011	Unexpired Term 1/2013
Kenneth Norris	At-Large		Paul O'Neal	1/2011	1st Term 1/2014

* May be Reappointed

Commissioner Gilbert

ECONOMIC DEVELOPMENT BOARD

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Elizabeth White	District 1		Vance Aydlett	1/18/2011	2nd Term 1/2014
Ron Rose	District 2		David Griggs	4/18/2011	Unexpired Term 1/2014
C. A. Howard	District 3		Butch Petrey	2/6/2012	1st Term 1/2015
Dr. Ed Cornet*	District 4		Kevin McCord	1/4/2010	1st Term 1/2013
Rosaria Thompson*	District 5		Marion Gilbert	8/20/12	Unexpired Term 1/2013
Lauren Berry	At-Large		Paul Martin	4/1/12	Unexpired Term 1/2014
Ken Edgar	At-Large		Paul O'Neal	1/18/2011	2nd Term 1/2014

***May Be Reappointed**

Commissioner Petrey

RECREATION ADVISORY BOARD

Incumbent	Nominated by	New Appointee	Nominated by	Date of 1st Appointment	End of Term
William Segar**	District 1		Vance Aydlett	2/1/2010	1st Term January 2013
Neel Smith	District 2		David Griggs	1/17/12	1st Term January 2015
Denise Fallon*	District 3		Butch Petrey	1/19/2010	2nd Term January 2013
Janet Rose	District 4		Kevin McCord	1/17/12	1st Term January 2015
Charles Pickell**	District 5		Marion Gilbert	2/1/2010	1st Term January 2013
Bill Freethy**	At-Large		Paul Martin	2/1/2010	1st Term January 2013
Cynthia Hampton	At-Large		Paul O'Neal	1/17/2012	2nd Term January 2015

*To Be Replaced

** May Be Reappointed

Commissioner McCord



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: 7/16/2012

Name: Michael H. Payment

Address: 117 Barefoot Lane

Grandy, NC 27939

Phone: (252) 453-2059 **Email:** hvacmhp@aol.com

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

Please check

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

Qualifications and reasons you would like to serve:

County resident for 40 years, local small business owner, played & coached recreational and school sports within Currituck county. Sportsman and hunter within Currituck County. My education, knowledge of county, personal and business background would be an asset to any advisory board.

Please return to **County Manager's Office153**
Courthouse Road, Suite 204
Currituck, NC 27929
Gwen.Keene@CurrituckCountyNC.gov



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: 10/9/12

Name: James Wesley Liverman, Jr.

Address: 103 Saddle Club Way, Grandy NC 27939

Phone: 252-619-2599

Email: KICZMaintenance@yahoo.com

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

Please check

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

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

Qualifications and reasons you would like to serve:

Local Business owner (KICZ Maintenance)
Coached w/ currituck Recreation Dept. (soccer, football, basketball,
+ baseball)

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

TOURISM ADVISORY BOARD
3 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Petrina Ramey	District 1		Vance Aydlett	4/4/2011	2nd Term November 2013
Shearl Bell*	District 2		David Griggs	5/21/2012	Unexpired Term November 2012
Ted Jagucki	District 3		Butch Petrey	Appointed 11/21/11	1st Term November 2014
Paul Robinson	District 4		Kevin McCord	Reappointed 11/21/11	2nd Term November 2014
Janice Farr	District 5		Marion Gilbert	Appointed 7/2/12	1st Term June 2015
Mike Martine	At-Large		Paul Martin	11/19/12	1st term November 2015
Leslie Daughtry	At-Large		Paul O'Neal	Appointed 1/3/2012	1st Term January 2015

* May Be Reappointed

Commissioner O'Neal

BOARD OF ADJUSTMENT

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Christian Conner	District 1		Vance Aydlett	12/3/12	2nd Term 12/3/2014
Bryan Bass**	District 2	will be alternate	David Griggs	12/7/2009	2nd Term 12/31/2012
Theresa Dozier	District 3		Butch Petrey	3/7/2011	1st Term 12/31/2013
David Palmer	District 4		Kevin McCord	4/18/2011	1st Term 12/1/2013
Cameron Tabor	District 5		Marion Gilbert	2/21/2011	1st Term 12/31/2013
Mike Painter-Alternate	At Large		Paul Martin	8/20/12	1st Term 12/31/2014
Vivian Simpson	At-Large		Paul O'Neal	1/17/2012	1st Term 1/1/2014

**** To Be Replaced**



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: 05/10/2012

Name: Steven Wayne Craddock

Address: 102 Hickory Hill Drive, Grandy, NC 27939

Phone: 252-457-1001, 252-453-3200 **Email:** steven.craddock@compueasy.com

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

Please check

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

Qualifications and reasons you would like to serve:

I am a NC and VA State-Certified Real Estate Appraiser, a NC State-Licensed Electrical Contractor and a Notary Public. I own more than one business in our County, all of which serve our residents. I understand the impact of local government decisions on our economy and how those decisions affect us currently and in the future.

I would like to offer my service to the County to ensure that we have ample human, economic and natural resources for today and for our future. I care about our County and I want it to be the best it can be, in all senses of the word, for our sake and our visitors' sakes. At a minimum, we all deserve that of Currituck.

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



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: 07/11/2012

Name: ALVIN L. KEEL

Address: 181 KNOTTS ISLAND RD

KNOTTS ISLAND NC 27950

Phone: HOME 252-429-3030 CELL 757-567-7170 **Email:** alk8@cox.net

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

Please check

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

Qualifications and reasons you would like to serve:

I am retired now and would love to serve again. I have been on the Planning board and board of Adjustment

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



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: 12/15/2012

Name: Eddie-Jo Powell

Address: 136 Powell Rd Shawboro.nc. 27973

Phone: 252-339-9923 Email: paxtin@myfam.com

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

Please check

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

Qualifications and reasons you would like to serve:
I served on the election board for 8 years. I have BS in education and have been a part of Currituck since I was 16. I am a business women as well and I feel I have more to contribute to our county by serving on one of these boards. Our family farms and my BS is in physical education and health. I am a people person and have worked in the public my whole life. I also took the real estate course to be educated on real estate issues. Our business deals directly with tourism so I have a working knowledge of the tourism industry.

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

Revised 4/20/2012

PLANNING BOARD
3 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
James Clark	District 1		Vance Aydlett	January 2012	2nd Term 12/31/2014
Suzanne Everhart*	District 2		David Griggs	January 2012	1st Term 12/31/2014
John Cooper	District 3		Butch Petrey	January 2012	1st Term 12/31/2014
Daniel Cartwright	District 4		Kevin McCord	January 2012	1st Term 12/31/2014
Carol Bell	District 5		Marion Gilbert	January 2013	1st Term 12/31/2015
Fannie Newbern	At-Large		Paul Martin	January 2012	2nd Term 12/31/2014
John Wright	At-Large		Paul O'Neal	January 2013	2nd Term 12/31/2015
Lynne Wilson	Outer Banks Alternate		Vance Aydlett	January 2012	2nd Term 12/31/2014
Bobby Bell	Mainland Alternate		Paul O'Neal	January 2012	1st Term 12/31/2014

*** To be Replaced**



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: Feb 11, 2011

Name: C. Shay Ballance

Address: 122 Lucinda Ln. P.O. Box 134 Harbinger NC 27941

Phone: 252-207-5656 Email: ShayBallance@Hotmail.com

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

Please check

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

Qualifications and reasons you would like to serve:
I represent over 7 generations of my family living and working here in Currituck. I would be proud
to serve in any way that will help ensure a great future for Currituck and its citizens to be as
proud to be from Currituck as I am.

Please mail the completed form to: County Manager's Office
P.O. Box 39
Currituck, NC 27929



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: Apr 16, 2012

Name: Pamela Jean Taylor Dist 4

Address: 124 Deerfield Trail

Shawboro, NC 27973

Phone: 252-232-7765 Home 757-575-5752 Cell Email: taylopje@yahoo.com

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

Please check

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

Qualifications and reasons you would like to serve:
I have been a resident of Currituck County for over ten years. I would like to assist in any community services that can improve our County. I currently work for Chesapeake Public Schools in Chesapeake, VA and currently hold the position as a Human Resource Technician. My husband and son are volunteer firemen with station 4. We believe in supporting our community however we can. I have had many years working with our local nursing home after my mother had a stroke was paralyzed.

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



APPLICATION FOR ADVISORY BOARDS & COMMITTEES

Date: 7/5/2012

Name: William S. Midgett

Address: P.O. Box 269, 825 Aydlett Rd

Poplar Branch, NC 27965

Phone: 252-202-6202 **Email:** wmidgett@kittyhawktown.net

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

Please check

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

Qualifications and reasons you would like to serve:

I am currently the Public Works Director for the Town of Kitty Hawk. I am very familiar with the workings and missions of the various boards. I am also retired from the U. S. Coast Guard. My experience in both could be of great value to the boards. I served two terms on the Workforce Development Board. While I enjoyed serving, I felt that I wasn't directly involved in helping the citizens of Currituck.

Please return to **County Manager's Office153**
Courthouse Road, Suite 204
Currituck, NC 27929
Gwen.Keene@CurrituckCountyNC.gov

**ABC BOARD
3 Year Terms**

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Harold Capps				9/2010	9/1/2013
Owen Etheridge				1/2010	1/1/2013
David Myers				7/2012	3rd 5/4/2014
Horace Bell, III				7/2012	3rd 6/15/2014
Gene Gregory				1/2010	1/1/2013

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 22nd day of January, 2013, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2013.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
29690-590000	Capital Outlay	\$ 2,950	
20390-499900	Appropriated Fund Balance		\$ 2,950
		<u>\$ 2,950</u>	<u>\$ 2,950</u>

Explanation: Fire Equipment Replacement (29690) - Increase appropriations for changes made to the Knotts Island Fire truck when FEAB visited the plant to review order: Suction hose; intake valve; blind cap; pre-build changes; Hale foam; barrel strainer per Quote 12-2504.

Net Budget Effect: Fire Equipment Replacement Fund (29) - Increased by \$2,950.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 22nd day of January, 2013, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2013.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
61818-557000	Customer Refunds	\$ 34,500	
61818-502000	Salaries		\$ 34,500
		<u>\$ 34,500</u>	<u>\$ 34,500</u>

Explanation: Mainland Water (61818) - Transfer funds from salaries, available due to vacant positions, to customer refunds to refund GOB LLC for tap fees collected for 14 residential lots in Jarvis Landing, which is now a 39 unit multifamily complex that requires a master meter.

Net Budget Effect: Mainland Water (61) - Increased by \$34,500.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 22nd day of January, 2013, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2013.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10480-545700	Microfilm Processing	\$ 5,000	
10480-557301	Floodplain Mapping		\$ 5,000
		<u>\$ 5,000</u>	<u>\$ 5,000</u>

Explanation: Register of Deeds (10480) - Transfer funds for microfilm processing. Vendor did not invoice for past eighteen months and all bills have now been received. Funding is available due to suspension of Floodplain Mapping fees for this fiscal year.

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

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 22nd day of January, 2013, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2013.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
12548-526015	Promotion & Public Relations	\$ 3,325	
12548-554015	Insurance		\$ 3,325
		<u>\$ 3,325</u>	<u>\$ 3,325</u>

Explanation: Knotts Island Volunteer Fire Department (12548) - Transfer fund from Insurance to Promotion and Public Relations for smoke alarms at the request of Knotts Island Volunteer Fire Department.

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

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 22nd day of January, 2013, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2013.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
18609-545000	Contract Services	\$ 1,850	
18330-449900	Miscellaneous Grants		\$ 450
18390-499900	Appropriated Fund Balance		\$ 1,400
		<u>\$ 1,850</u>	<u>\$ 1,850</u>

Explanation: Hog Bridge Ditch Watershed District (18609) - To record grant received from NCDENR and to appropriate fund balance for emergency repairs that occurred during Thanksgiving.

Net Budget Effect: Hog Bridge Ditch Watershed District Fund (18) - Increased by \$1,850.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 22nd day of January, 2013, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2013.

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10535-521000	Rent	\$ 14,844	
10531-532000	Supplies		\$ 14,844
		<u>\$ 14,844</u>	<u>\$ 14,844</u>

Explanation: Communications (10535); Emergency Management (10531) - Transfer funds for increased rent on the Fisher Landing Tower and for new lease for tower space at Knotts Island.

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

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

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<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
10540-511000	Telephone & Postage	\$ 1,500	
10660-532000	Supplies	\$ 9,000	
10660-526000	Advertising		\$ 500
10660-514800	Fees Paid to Officials		\$ 1,000
10660-592000	Planning Projects		\$ 9,000
		<u>\$ 10,500</u>	<u>\$ 10,500</u>

Explanation: Community Development (10540;10660) - Increase telephone/postage and for building inspectors to have cell phones in the field and for supplies for the Moyock small area plan and UDO printing and meeting resources.

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

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

**COUNTY OF CURRITUCK
CAPITAL PROJECT ORDINANCE**

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

SECTION 1. The project authorized is design and construction documents for multi-use fields and amenities for the fields in Maple, North Carolina.

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

Design and construction of multi-use fields and amenities	\$ 3,179,277
	<u>\$ 3,179,277</u>

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

Occupancy Tax	\$ 477,998
Transfer Tax	\$ 253,524
Capital Improvements	\$ 153,114
Investment earnings	\$ 491,749
Residual from Moyock Library	\$ 13,166
Residual from YMCA/Recreation Facility	\$ 1,187,653
Residual from Carova Beach Park	\$ 65,696
Transfer contingencies from COA project	\$ 536,377
	<u>\$ 3,179,277</u>

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

SECTION 5. SPECIAL APPROPRIATIONS AND RESTRICTIONS

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

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

SECTION 6. CONTRACTUAL OBLIGATIONS

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

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

SECTION 7. USE OF BUDGET ORDINANCE

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

ADOPTED this 22nd day of January, 2013.

S. Paul O'Neal, Chairman
Board of Commissioners

ATTEST:

Gwen H. Keene
Clerk to the Board

**COUNTY OF CURRITUCK
CAPITAL PROJECT ORDINANCE**

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

SECTION 1. The project authorized is replacement of the tennis courts located in front of the High School in Barco, North Carolina.

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

Design and replacement of tennis courts	\$ 360,000
	<u>\$ 360,000</u>

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

Residual from Jarvisburg Elementary School Project	\$ 360,000
	<u>\$ 360,000</u>

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

SECTION 5. SPECIAL APPROPRIATIONS AND RESTRICTIONS

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

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

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

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- c. He may execute contracts, as the lessor or lessee of real property, which are of a duration of one year or less which are within the budgeted departmental appropriations.

SECTION 7. USE OF BUDGET ORDINANCE

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

ADOPTED this 22nd day of January, 2013.

S. Paul O'Neal, Chairman
Board of Commissioners

ATTEST:

Gwen H. Keene
Clerk to the Board

**N.C. Parks and Recreation Trust Fund (PARTF)
2012-13 Basic Facts and Assurances**

Local Government Name: Currituck County		County: Currituck
Federal Employer I.D. Number: 56- 6000292		
Local Government's Contact Person: Name: Mr. Jason Weeks Title: Director of Parks and Recreation Address: 153 Courthouse Road City/State/Zip: Currituck, NC 27929 Telephone: 252-232-3007 E-mail: Jason.weeks@currituckcountync.gov		Local Government Manager: Name: Mr. Daniel F. Scanlon, II Title: County Manager Address: 153 Courthouse Road City/State/Zip: Currituck, NC 27929 Telephone: 252-232-3007 E-mail: Daniel.scanlon@currituckcountync.gov
Chief Elected Official: Name: Mr. S. Paul O'Neal Title: Chairman of Board of County Commissioners Address: 153 Courthouse Road City/State/Zip: Currituck, NC 27929		Type of project: <input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Development <input type="checkbox"/> Acquisition and Development
Site Control: <input checked="" type="checkbox"/> Owned by local government <input type="checkbox"/> Owned by school board <input type="checkbox"/> Leased by applicant for 25 years or more <input type="checkbox"/> Easement		Costs rounded to nearest dollar: PARTF funds requested: \$ 265,000 Local government's matching funds: \$ 265,000 Total cost of project \$ 530,000
Recreation Resources Service (RRS) regional consultant: Steve Moler		
Short title of project: Maple Park Site Improvements		
Provide a brief description of the project: Construction of playground, 0.75 mile trail, 4 picnic shelters, picnic tables, bleachers, trash receptacles, soccer goals, benches, flagpole, signage, landscaping, fencing, and environmental education station		
<p align="center">Approval by local governing board: (The local governing board must approve this certification.)</p> <p align="center">I hereby certify the information contained in the attached application is true and correct and the required dollar-for-dollar matching funds will be available during the project period.</p> <p>Adopted this day of (give date): January 21, 2013</p> <p>Chief Elected Official: _____ (Signature) (Print or Type Name and Title)</p> <p>(For applications sponsored by two or more local governments, or a local government and school administrative unit, one copy of this form must be completed and signed by each applicant. One of the local governments must be identified as the primary sponsor in the "Applicant" section at the top of this page.)</p>		

RESOLUTION
SUPPORTING THE FUNDING
FOR THE DREDGING OF OREGON INLET

WHEREAS, Oregon Inlet is a vital waterway that provides access to harbors of safety for commercial and recreation vessels on the North Carolina coast: and

WHEREAS, Oregon Inlet is crucial to the economy of Dare County and the surrounding region with an annual documented economic impact of over \$682 million and generates over \$88 million in federal, state and local revenue; and

WHEREAS, without navigational access through Oregon Inlet Key Dare County and Currituck County industries will continue to suffer irreparable harm including commercial fishing operations, seafood processing houses, boat builders, recreational fishing and charter boat operators, marine repair facilities, and other local businesses that vitally depend on Oregon Inlet; and

WHEREAS, in addition to the adverse economic impact caused by Oregon Inlet shoaling, public safety is at risk due to shoaling that has prevented United States Coast Guard vessels stationed at Oregon Inlet from being able to use the channel to render emergency assistance to ships in distress off the coast of North Carolina.

NOW, THEREFORE, BE IT RESOLVED, that the Currituck County Board of Commissioners strongly support the Dare County's request that State and Federal agencies immediately begin the work necessary to clear the channel at Oregon Inlet and to appropriate ongoing funding to maintain safe and reliable access as a matter of economic necessity and public safety.

This 22nd day of January 2013

CURRITUCK COUNTY BOARD OF COMMISSIONERS

BY: _____

S. Paul O'Neal, Chairman

ATTEST: _____

Gwen H. Keene, Clerk to the Board

Contract for the East Albemarle Regional Library System

This agreement made and entered into this the ____ day of ____ 2012 by and between the Counties of Camden, Currituck, Dare and Pasquotank.

WHEREAS, the Mission of the East Albemarle Regional Library System is to serve citizens of all ages by making available materials that meet their informational and recreational interests and to support formal education, independent learning and literacy/reading enhancement; and,

WHEREAS, the East Albemarle Regional Library System strive to serve as a reliable resource that meets our community's need for information, recreation, entertainment, education and personal fulfillment; and,

WHEREAS, the East Albemarle Regional Library System attempts to appeal to a broad spectrum of citizens, catering in a professional and courteous manner to their needs; and

WHEREAS, this collaboration provides for a more effective and efficient use of local resources and better technology for the benefit of their residents and;

WHEREAS, this collaboration provides opportunities for service and resource allocations beyond the financial and service capacities of the individual governments and libraries.

NOW, THEREFORE, pursuant to resolutions duly adopted by their governing boards, the parties, hereto renew their commitment for the organization of the East Albemarle Regional Library System upon the terms set forth below therein for a term extending from 1 July 2012 through 30 June 2021.

I. Governments Involved

- a. Camden County
- b. Currituck County
- c. Dare County
- d. Pasquotank County

II. Purpose statement

- a. This agreement is to perpetuate excellent library and information services to the residents of the areas included within the jurisdictions of the aforementioned governing bodies through their collaborative and collective efforts under the legal authority of N.C.G.S. 153A-270 and N.C.G.S. 160A, Article 20, Part 1.

III. Board of Trustees

- a. The Board of Trustees shall be the governing body of the Regional Library System.
- b. Membership
 - i. There shall be twelve (12) members of the Board of Trustees providing equitable representation of each participating governmental unit.
 1. Camden County: three (3) members appointed by the Camden County Board of Commissioners.
 2. Currituck County: three (3) members appointed by the Currituck County Board of Commissioners.
 3. Dare County: three (3) members appointed by the Dare County Board of Commissioners.
 4. Pasquotank County: three (3) members appointed by the Pasquotank County Board of Commissioners.

- ii. Members shall be appointed from the membership of the local library advisory boards according to bylaws and policies approved by each County Board of Commissioners for that library.
 - iii. Members shall be appointed in staggered terms to promote consistency as well as to accommodate change. Regional Bylaws shall clearly define the term limits and how staggered terms shall be accomplished. Members shall be serving as members of the local advisory boards at the time of their appointment.
 - iv. Members shall serve no more than two consecutive terms with no single term longer than four years.
 - v. Vacancies on the Board shall be filled with appointments by the appropriate governing body to serve the remainder of the unexpired term of the member creating the vacancy.
 - vi. Any member missing three (3) consecutive Board meetings shall be considered to have resigned, and the County Commissioners shall appoint a new member to serve the remainder of the unexpired term upon notification by the Chairman of the Regional Library Board of Trustees.
- c. Powers and Duties delegated to the Regional Library Board of Trustees by the Counties of Camden, Currituck, Dare and Pasquotank.
- i. The Board of Trustees shall be delegated the power to adopt bylaws and rules for its own governance.
 - ii. The Board of Trustees shall be delegated the power to adopt policies for the regional library system's administration and operation.
 - iii. The Board of Trustees shall be delegated the power to select, appoint, remove, determine salary and other terms of employment of a regional library director.
 - 1. These actions shall require a majority vote of the Board at which a quorum is present.
 - 2. The EARL Regional Library Director shall:
 - a. Have a valid North Carolina Public Librarian Certificate;
 - b. Be the chief executive and administrative officer of the East Albemarle Regional Library and function in accordance with the approved policies of the EARL Board.
 - c. Be authorized to appoint other employees and will seek advice from local trustees and officials in appointing management personnel.
 - d. All regional library personnel will be under the administration of the director.
 - iv. The Board of Trustees shall develop and approve an annual budget which shall:
 - 1. Be administered under the same provisions as units of local government (G.S. 159), with all state funds administered by the regional library and expended throughout the region as described in 07 NCAC 021.0202.
 - v. The Board of Trustees shall be delegated the power to appoint a regional finance officer who shall:
 - 1. Ensure expenditure of funds consistent with the budget adopted by the Board;
 - 2. Receive, deposit and expend all funds in accordance with generally accepted accounting principles;
 - 3. Report directly to the regional library director and at all meetings of the Board.

- vi. The Board of Trustees shall be delegated the power to assure compliance with all applicable State and Federal laws and eligibility requirements for the receipt of State and Federal Funds.
- vii. The Board of Trustees shall be delegated the power to make recommendations to the governing units concerning the construction and improvement of the physical facilities of the libraries within the region; however, construction and facility maintenance shall be the responsibility of the local governing unit unless the Regional Board negotiates and approves a collaborative effort.
- viii. The Board of Trustees shall make regular reports related to services and operations to each governing body as conveyed by approved reports of the Regional Library Director.
- ix. The Board of Trustees shall obtain an annual independent audit of regional library accounts consistent with generally accepted accounting principles, and submit a copy of this audit to the State Library of North Carolina.

IV. Terms of Property Ownership

- a. A major benefit of regional cooperation is that limited resources may be shared among the various county residents without wasteful duplication; however, certain ownership restrictions shall apply:
 - i. All buildings, vehicles, and grounds paid for with local funds shall remain the property of their respective county.
 - ii. All books, technology, furnishings or other resources paid for with local funds shall remain the property of their respective county.
 - iii. All books, technology, vehicles or other resources paid for with Regional or State funds shall remain the property of the Regional Library System. If one county should withdraw, it forfeits any rights to joint property. If the agreement is terminated or the Regional Library dissolved, the joint property shall be divided equally or sold and the receipts divided equally among the participating counties.

V. Insurance Coverage and Indemnification

- a. Insurance Coverage
 - i. The local government units shall maintain insurance coverage for the building and for contents of the buildings for each of their individual libraries including general liability insurance.
 - ii. The Regional Library shall maintain insurance coverage for all items on the Regional inventory list and capitalization listing in all library facilities, the Regional Library office, and the vehicles used to provide service.
- b. Indemnification
 - i. The Regional Library shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, board member, or regional library employee against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

VI. Provisions for Amendment

- a. This agreement can be amended providing that all parties accept those amendments by a majority vote in a regular meeting of those parties.
- b. Recommendations for amendments shall be forwarded to each of the county governments in writing with a thirty-day period for consideration given. At the next regular meeting of the county boards after this thirty-day period, the amendments shall be voted on by those bodies.
- c. Disagreements related to this agreement shall be resolved first by a committee of representatives from each governmental unit and then by their legal counsels if necessary.

VII. Provisions for Withdrawal

- a. If any county, or counties, participating in the East Albemarle Regional Library wishes to withdraw from the Region, it must give written notice to the other counties and the Regional Library Board not later than July 1 that it wishes to withdraw from the Region on June 30th of the following year as described in 07 NCAC 021.0308.
- b. Should that member decide within this time period to rescind the proposal, that member shall remain a part of the Regional Library System under the same conditions and requirements as the agreement under which they became a member.
- c. Should more than one party wish to withdrawal from the region, the Regional Library Board shall recommend to the remaining parties a best course of action for future library services to the remaining counties including remaining as a smaller regional library system or dissolution of the region.
- d. Should a member fully withdraw, the Terms of Property Ownership as stated in Section IV (above) shall apply.
- e. Any penalty or additional costs to the Regional Library System by a vendor for renegotiation of a multi-year contract or agreement due to the withdrawal of a party from the regional system shall be borne by the withdrawing party.
- f. In case of withdrawal from the East Albemarle Regional Library System by one or more parties, plans will be made to provide uninterrupted and equitable library services in remaining EARL locations the following July 1. The cost of new and/or additional network hardware and software required for the remaining EARL locations shall be purchased with regional funds.
- g. The East Albemarle Regional Library System will be dissolved if three of the four parties withdraw in accordance with the procedures stated above.
- h. As included under NCGS 160A, Article 20, Part 1, Joint Exercise of Power, property purchased by the region is owned jointly as tenants in common by the participating counties; therefore, if the East Albemarle Regional Library System is dissolved, the counties of Currituck, Dare, Pasquotank and Camden shall divide the joint assets equally among themselves.
- i. Upon dissolution of the East Albemarle Regional Library System, the distribution of properties and resources jointly owned shall be accomplished by a committee composed of representatives from each governmental unit, the current Regional Library Director, and a representative from the State Library of North Carolina.
- j. Upon dissolution of the East Albemarle Regional Library System, after all outstanding debts are resolved, any remaining funds from local governmental units shall be returned to them and the distribution of any remaining State or Federal funds shall be determined by the State Library. Any land and building property owned by the Regional Library shall be sold and the proceeds distributed to the local governmental units. Other property owned by the region, such as a bookmobile, outreach vans, computers and other technology, books, and any other assets shall be sold at auction and the proceeds divided among the units or distributed in some other equitable manner as agreed upon by the committee of representatives.

**AGREEMENT BETWEEN
PITT MEMORIAL HOSPITAL FOUNDATION, INC.
D/B/A VIDANT MEDICAL CENTER FOUNDATION
AND
CURRITUCK COUNTY**

THIS AGREEMENT is made and entered into this 13th day of Dec. 2012, by and between Pitt Memorial Hospital Foundation, Inc. d/b/a Vidant Medical Center Foundation ("Hospital") and Currituck County ("Recipient"), hereinafter collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, Hospital is a nonprofit corporation, organized under and existing pursuant to the laws of the State of North Carolina, which owns and operates an acute care hospital licensed under North Carolina General Statute 131E-75 *et. seq.*, which provides medical care for the benefit of the citizens of eastern North Carolina; and

WHEREAS, the North Carolina Department of Health and Human Services, Division of Facility Services, Office of Emergency Medical Services ("Division") has obtained monies from the federal government as part of the "Bioterrorism Hospital Preparedness Program;" and

WHEREAS, the Division requires each hospital in the State of North Carolina to belong to a regional advisory council ("RAC"); and

WHEREAS, Pitt County Memorial Hospital, Incorporated ("PCMH") is a Level I trauma center as defined under applicable North Carolina laws belongs to the Eastern Regional Advisory Committee ("ERAC"); and

WHEREAS, each RAC shall include at least one Level I or II trauma center who shall facilitate development of the RAC; and

WHEREAS, PCMH is the sole Level I trauma center for ERAC; and

WHEREAS, one of the purposes of ERAC is to develop and coordinate a regional trauma care system and a regional disaster response; and

WHEREAS, the Foundation is an independent, non-profit, tax-exempt, charitable corporation which is the custodian for all financial gifts and bequests to PCMH; and

WHEREAS, Foundation has been chosen by the North Carolina Department of Health and Human Services, Division of Health Services Regulation, Office of Emergency Medical Services to coordinate the 2011-2012 North Carolina Hospital Preparedness Program Grant, pursuant to ASPR National Hospital Preparedness Program; and

WHEREAS, the HRSA Grant is being distributed by the Foundation; and

WHEREAS, agencies and groups representing trauma care providers and the community belonging to ERAC have reviewed requests to purchase equipment, goods, services and training in connection with the HRSA Grant and have made decisions as to what equipment, goods, services and training should be purchased in order to maintain a coordinated trauma system in order to facilitate the development and execution of a disaster response for the eastern section of North Carolina; and

WHEREAS, Foundation will facilitate the purchase of the equipment, goods, services and training being funded through the HRSA Grant; and

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. EQUIPMENT, GOODS, SERVICES AND TRAINING. To facilitate the development and execution of a disaster response for the eastern section of North Carolina in connection with the 2011-2012 North Carolina Hospital Preparedness Program Grant, Foundation agrees to purchase the equipment, goods, services or training set forth in Attachment 2 attached hereto and incorporated herein by reference for the use or the benefit of Recipient. There shall be no cost to Recipient for the receipt of the equipment, goods, services and training set forth in Attachment 2. Recipient further agrees to execute and abide by the terms and conditions of Attachments 1 attached hereto and incorporated herein by reference.

2. FUNDING. All terms and conditions of this contract are dependent upon and subject to the allocation of funds by the Division for the purpose set forth and the contract will automatically terminate if funds cease to be available. Recipient agrees to complete, upon request by Foundation and/or ERAC, any and all forms that are necessary in order for Foundation and/or ERAC to receive funds from the Division.

3. ACKNOWLEDGEMENT OF RECEIPT. Recipient agrees to acknowledge receipt of equipment, goods services and/or training set forth in Attachment 2 within ten (10) days of receipt thereof. The acknowledgement shall be made by Recipient returning a copy of the packing slip, if applicable, by facsimile to Pitt Memorial Hospital Foundation, Inc., Attn: Kiplan Clemmons, Fax. No. 252.847.8208. In addition, Recipient shall return the original signed packing slip to Pitt Memorial Hospital Foundation, Inc., Attn: Kiplan Clemmons, PO Box 6028, Greenville NC 27835-6028. Further, Recipient agrees to notify Kiplan Clemmons as soon as possible should any equipment or goods not be received as expected. Recipient is hereby informed that such acknowledgement is required in order for Foundation to comply with regulations set out by the State Division providing this Grant and, by signing this Agreement, acknowledges cooperation in same.

4. ACKNOWLEDGMENT. Recipient understands and acknowledges that: (1) it is accepting the goods "WHERE IS AND AS IS" and understands, acknowledges, and accepts that the Foundation makes no presentations or warranties of any kind, either express or implied, as to any of the equipment, goods, services or training, including any warranty of merchantability or its fitness for any particular purpose; (2) it is solely responsible for examining the equipment and/or goods prior to installation or use; (3) it is solely responsible for installing the equipment and/or goods and following all written directions accompanying the equipment and/or goods; (4) it is the owner of the equipment and/or goods; (5) it is solely responsible for the operation and use of the equipment and/or goods and for the proper custody and care of such equipment and/or goods, at its own cost; (6) the Foundation has no liability or risk associated with the use and operation of such equipment and/or goods; (7) it is solely responsible for any required servicing, repair, maintenance, replacement, insuring or upkeep of the equipment and/or goods and for insuring such equipment and/or goods, at its own costs; (8) the

Foundation is not the manufacturer of the equipment or goods and in the event of any defect or problem with any equipment, goods, services or training, Recipient is solely responsible for settling any dispute, problem or claim it has regarding the performance of any equipment, goods, services and/or training directly with the manufacturer or vendor; (9) Foundation shall have no responsibility to replace or repair any equipment and/or goods or purchase additional services or training that was not satisfactory; (10) to the extent, Foundation purchases services or training, Recipient is solely responsible for ordering and overseeing the services and/or training and ensuring the services or training are provided on a timely basis; (11) the Foundation makes no representations or warranties as to the quality, value or appropriateness of the services or training; (12) Foundation or PCMH is not responsible in tort or contract for any negligence, intentional act and or other wrongful conduct by any manufacturer or person or organization providing training or services to recipient under this Agreement; and (13) in no event shall Foundation be responsible for any consequential or indirect damage or injury to Recipient, its owners, employees, agents, or independent contractors, or to any third person caused by equipment, goods, services and/or training.

5. **INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent permitted under North Carolina law, Recipient, on its behalf and on behalf of its employees and agents, agrees to indemnify and hold harmless Foundation Indemnities from any and all claims, liabilities, damages, actions, costs and expenses (including, without limitation, reasonable attorneys' fees, expert fees and court costs, of any kind or nature, whatever at or in equity, arising from or caused in any part by (1) any negligent actions or omissions of Recipient, its employees or its agents, (2) the breach of any representation, warranty, covenant or agreement of Recipient contained in this Agreement, and/or (3) use and/or operation of any equipment, goods, services or training provided to Recipient under this Agreement and set forth in Attachment 2. Foundation Indemnities shall mean Pitt Memorial Hospital Foundation, Inc., Pitt County Memorial Hospital, Incorporated, their directors/trustees, officers, employees, agents, subsidiaries, parent corporations, and affiliates.

6. **RECIPIENT'S INSURANCE.** Recipient agrees to procure and maintain, or cause to be procured and maintained, property insurance covering the equipment or goods listed in Attachments 1 & 2; and general liability insurance covering claims, causes of actions, actions, losses, liabilities, damages, and expenses arising out of, caused by or otherwise resulting from the negligence or otherwise wrongful acts or omissions of Recipient, its employees and/or agents. The limits of liability shall be at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) per aggregate. Recipient shall provide current certificates of insurance to Foundation within thirty (30) days of the effective date of this Agreement and shall inform Foundation within thirty (30) days of any change in insurance terms.

7. **FOUNDATION'S INSURANCE.** Foundations shall procure and maintain, or cause to be procured and maintained, general liability insurance covering claims, causes of actions, losses, liabilities, damages, and expenses arising out of, caused by or otherwise resulting from acts or omissions of nonfeasance, malfeasance or negligence committed by its or its employees and agents. The limits of liability of said insurance shall be at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) per aggregate.

8. **TERM.** The Agreement shall continue in perpetuity until either party notifies the other of its intent to terminate, in writing, at least 30 days prior to the date of termination.

9. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior written negotiations or agreements and all prior or contemporaneous oral negotiations or agreements between them regarding the

subject matter hereof. This Agreement may be amended only in writing, which writing must be signed by both of the parties.

10. ASSIGNMENT. This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other party. Any purported assignment without prior written consent from the other party shall be null and void. In the event of assignment, this Agreement shall be binding upon the successors or assigns of the parties hereto.

11. INDEPENDENT CONTRACTOR. The relationship between the parties to this Agreement shall be that of independent contractors, and no party shall be construed to be the agent, partner, employee, or joint venturer of the other party to the Agreement. The parties shall not exercise control or direct the manner in which other parties perform their duties hereunder except to assure compliance with this Agreement. Recipient understands and agrees that neither PCMH nor Foundation direct or control any other agencies and groups representing trauma care providers and the community that belong to ERAC and that neither PCMH nor the Foundation are responsible in tort and/or contract for any act or omission by and other agencies and groups representing trauma care providers and the community that eblong to ERAC.

12. OBRA COMPLIANCE. To the extent applicable, the parties agree that upon request they will make their books, documents and records available to the Secretary of Health and Human Services, the comptroller general or their duly authorized representative to the extent required by Section 952 of the Omnibus Budget Reconciliation Act of 1980 and will obtain a similar agreement from any related sub-contractor whom they engage to perform on their behalf. This Section survives termination of this Agreement.

13. DISCLAIMER OF REFERRALS. The parties acknowledge that payment of considerations, whether direct or indirect, to induce referral of any patient, item, service or equipment reimbursable under the Federal Medicare/Medicaid Program is unlawful. Each of the parties agrees that no benefit accruing to either party pursuant to this Agreement shall be conditioned upon nor granted in consideration of the referral of any patient, item, service or equipment to any party. The parties specifically disclaim any requirement that any party refer patients to the other party for any reason whatsoever.

14. RESTRUCTURING. It is the intention of the parties to comply with all applicable laws and regulations, including, but not limited to, the Internal Revenue Code of 1986, as amended, and all applicable Medicare and Medicaid legislation, and any regulations promulgated thereunder. The parties acknowledge that legislation, regulations, an administrative ruling or other legally binding opinion may be adopted, amended, promulgated or issued which effectively renders this Agreement unlawful, could affect the tax-exempt status of the Foundation or any affiliates thereof, could impose liability or exclusion from participation in the Medicare or Medicaid program or otherwise have a negative impact on either party. In such event, either party may by written notice propose the termination, restructuring or renegotiation of this Agreement in order to effect compliance. If such notice is given and the Parties are unable within fifteen (15) days thereafter to reach an agreement with respect to the termination, restructuring or renegotiation of this Agreement, either party may terminate this Agreement by providing at least fifteen (15) days' written notice to the other.

15. DEBARMENT CERTIFICATION: By signing this Agreement, each party hereby represents and warrants the following: (1) that it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs (collectively, "Debarment" or "Debarred," as applicable); and (2) that it agrees to immediately notify the other party in the event that it (a) receives notice of action or threat of action with respect to its Debarment during the term of this Agreement; or (b) becomes Debarred. Upon

receipt of such notice from a party, this Agreement shall automatically terminate without further action or notice.

16. FORCE MAJEURE. The parties understand and acknowledge that neither shall be liable for any loss, damage, detention, delay or failure to perform in whole or in part resulting in causes beyond either parties control including, but not limited to act of God, fire, strikes, insurrections, riots, embargoes, shortages of motor vehicles, delays in transportation, and inability to obtain supplies of raw material or requirements or regulations of the United States government or any other civil or military authority.

17. THIRD PARTY BENEFICIARY. The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Agreement, arising out of this Agreement. The parties agree that nothing in this Agreement shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.

18. COSTS AND TAXES. Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder. Each party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.

19. NOTICE. Any notice required or permitted to be given hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid, to the following addresses:

Pitt Memorial Hospital Foundation, Inc.
Attn: Joel Butler
P.O. Box 6028
Greenville, NC 27835-6028

Currituck County
Daniel Scanlon II, County Manager
153 Courthouse Road Suite 303
Currituck, NC 27929

With a copy to:
Attn: Office of General Counsel
P.O. Box 6028
Greenville, NC 27835-6028

20. INVALID PROVISION. In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.

21. WAIVER. The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

22. APPLICABLE LAW, VENUE, AND SERVICE OF PROCESS. This Agreement has been entered into in the State of North Carolina, County of Pitt and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. The parties agree that exclusive venue for the bringing of any action concerning this Agreement shall be in the state

or federal courts having jurisdiction in Pitt County, North Carolina and that service of process may be made upon either party by certified mail, return receipt requested, postage prepaid to the party's address as set forth herein or such other address as the party may designate in writing received by the other party.

23. COUNTERPARTS AND FACSIMILES. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original, and if there is any inconsistency between such facsimile and an executed Agreement subsequently received by "hard-copy," the terms contained in the facsimile shall prevail.

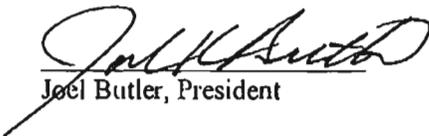
24. HEADINGS. The headings and number of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

25. ELECTRONIC SIGNATURE. As it is applicable to this Agreement, the parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act, as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures. As such, this Agreement is "signed" if it includes a digital signature, symbol and/or action that is adopted or performed by either party or party's Electronic Agent with the present intent to authenticate or manifest assent to the Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative as of the date set forth above.

**PITT MEMORIAL HOSPITAL
FOUNDATION, INC. D/B/A VIDANT
MEDICAL CENTER FOUNDATION**

CURRITUCK COUNTY

By: 
Joel Butler, President

By: 
Daniel Scanhon II, County Manager

ATTACHMENT 1

**TRANSFER OF OWNERSHIP OF EQUIPMENT/GOODS/SERVICES AND/OR EDUCATION
PURCHASED WITH FUNDS PROVIDED BY THE NORTH CAROLINA DEPARTMENT OF
HEALTH AND HUMAN SERVICES, DIVISION OF FACILITY SERVICES, OFFICE OF
EMERGENCY MEDICAL SERVICES**

This document further serves to transfer ownership of the following listed equipment purchased by the Foundation and/or PCMH for use by Recipient. This equipment is designated for use when responding to emergencies or disasters in local, regional, state or interstate jurisdictions through mutual aid agreements or other approved methodologies. The Recipient agrees to the following conditions in signing for and accepting the equipment.

- A. Use the equipment in the project or program for which it was acquired as long as needed. When equipment is no longer needed for the original project or program or if operations are discontinued, Recipient shall properly discard in compliance with any applicable federal, state or local law and equipment and/or goods.
- B. With the prior written approval of the Division of Facility Services, Office of Emergency Medical Services, and subsequent written approval by Foundation and/or PCMH the recipient may use the equipment to be replaced as trade-in against replacement equipment or may sell said equipment and use the proceeds to offset the costs of replacement equipment.
- C. For equipment costing in excess of \$500, equipment controls and procedures shall include at a minimum the following:
 1. Detailed equipment records shall be maintained which accurately include the:
 - a. Description and location of the equipment, serial number, acquisition date/cost, useful life and depreciation rate;
 - b. Source/percentage of funding for purchase and restrictions as to use or disposition; and
 - c. Disposition data, which includes date of disposal and sales price or method used to determine fair market value.
 2. Equipment shall be assigned a control number in the accounting records and shall be tagged individually with a permanent identification number.
 3. Biennially, a physical inventory of equipment shall be taken and results compared to accounting and fixed asset records. Any discrepancy shall immediately be brought to the attention of management and the governing board.
 4. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of equipment and shall provide for full documentation and investigation of any loss or theft.
 5. Adequate maintenance procedures shall be implemented to ensure that equipment is maintained in good condition.

6. Procedures shall be implemented which ensure that adequate insurance coverage is maintained on all equipment. A review of coverage amounts shall be conducted on a periodic basis, preferably at least annually.

This is to certify that I have read and agree to comply with the conditions of this transfer and ownership on behalf of Currituck County.

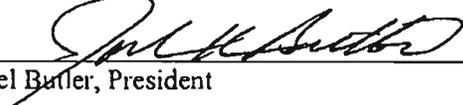
Signature of Authorized Representative for Currituck County

 _____ Date: DEC 13, 2012

Name: DANIEL F. SCANLON II

Title: COUNTY MANAGER

Signature of Authorized Representative for Pitt Memorial Hospital Foundation, Inc. d/b/a Vidant Medical Center Foundation

 _____ Date: 12/5/12
Joel Butler, President

ATTACHMENT 2

Equipment, Goods, Services and/or Education
 Designated for Transfer and Ownership
 On _____, 2012(date of transfer here)

Receiving Entity	Item Description	Model Number	Serial Number	Estimated Cost	Recipient's Equipmt. Control/ ID No.
Currituck	BLS Medical Supplies – 1			\$22,384.00	
	Motorola UHF Mobile Radio – 1			\$780.00	
	Motorola VHF Mobile Radio – 1			\$780.00	
	Motorola XTL VIPER radios – 1			\$3,954.56	
	Zoll AED Plus-1			\$1,703.82	
	Wireless Head set Intercom system - 1			\$6,000.00	

This is to certify that I have read and agree to comply with the conditions of this transfer and ownership on behalf of Currituck County.

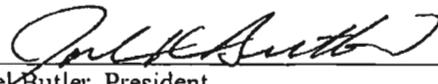
Signature of Authorized Representative for Currituck County

_____ Date: _____

Name: _____

Title: _____

Signature of Authorized Representative for Pitt Memorial Hospital Foundation, Inc. d/b/a Vidant Medical Center Foundation

 _____ Date: 12/5/12
 Joel Butler, President