



**BOARD OF COMMISSIONERS
AGENDA**

December 1, 2014

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Currituck County Board of Commissioners Agenda

Historic Currituck County Courthouse

Date: Monday, December 01, 2014 Time: 7:00 PM

7:00 pm Call to Order

- A) Invocation-Reverend Walter Gallop, Air Force Chaplain, Retired
 - B) Pledge of Allegiance-Reverend Walter Gallop
 - C) Approval of Minutes for November 17, 2014
-
1. ***Presentation for Recognition of Service and Parting Comments from Outgoing Commissioners, Paul R. Martin and H.M. "Butch" Petrey.***
 2. ***Presentation for Recognition of Service to Chairman, S. Paul O'Neal***
 3. ***The Honorable Ray Matusko, Clerk of Superior Court, to Administer the Oath of Office to Newly-elected Commissioners: Marion Gilbert, Paul Beaumont, Mike Hall and Mike Payment.***
 4. ***Election of Chairman***
 5. ***Election of Vice-chairman***

*******Five Minute Recess*******

- D) Approval of Agenda
- E) 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 14-28 Spruill Sand Mine:** Request for a Use Permit to operate a extractive industry (sand mine) located at 913 Caratoke Highway, Tax Map 15, Parcels 31 and 32B, Moyock Township.

New Business

- A) **Consideration and Action: Historic Jarvisburg Colored School Facilities**
- B) **Resolution-Supporting Re-insertion of NC 168, NC 158, and the Mid-Currituck Bridge on the updated Strategic Transportation Corridors Map**
- C) **Consideration of Award of Contract-Ocean Rescue Services**
- D) **Lottery Fund** Consideration of Application to Withdraw Monies
- E) **Bond Refinancing**
- F) **Board Appointments:**
 - 1. Recreation Advisory Board
 - 2. Tourism Advisory Board
 - 3. Board of Adjustment
 - 4. Planning Board
- G) **Consent Agenda:**
 - 1. Approval of Minutes for November 17, 2014
 - 2. Budget Amendments
 - 3. CDBG Monthly Status Report
 - 4. Acceptance of Bonds
 - 5. Approval of Rollback Contracts for Whalehead Special Service District and County Beach Access Points.
- H) **Commissioner's Report**
- I) **County Manager's Report**

Closed Session

Pursuant to N.C. Gen. Stat. §143-318.11(a)(3) to consult with the county attorney in order to preserve the attorney-client privilege and to receive advice from the county attorney regarding the following pending matters: Swan Beach Corolla, LLC v. Currituck County; Ocean Hill Commercial, LLC v. Currituck County; Ocean Hill Commercial, LLC v. Bickford and Currituck County; and Long v. Currituck County and Letendre.

Adjourn



Currituck County Agenda Item Summary Sheet

Agenda Item Title

PB 14-28 William Spruill Use Permit - Extractive Industry (sand mine)

Brief Description of Agenda Item

1. The applicant is requesting a use permit which is required for Mr. Spruill to continue operating an extractive industry for sand mining.
2. It has been determined that the mine has exceeded its permitted excavation area by 5.65 acres, bringing the excavated area to 39.6% of the site. The applicant plans to fill the 5.65 over excavated acres.

Planning Board Recommendation:

Mr. Cartwright moved to approve PB 14-28 with staff recommendations, to allow the work to continue while filling the 5.65 acres back into compliance for a two year period, and ceasing shooting until the land is release from the state permitted area. Ms. Newbern seconded the motion and motion carried unanimously.

Board Action Requested

Action

Person Submitting Agenda Item

Ben Woody

Presenter of Agenda Item

Ben Woody

CASE ANALYSIS FOR THE
Board of Commissioners
DATE: December 1, 2014
PB 14-28 William Spruill Sand Mine

ITEM: PB 14-28 William Spruill Sand Mine request for a Use Permit to operate an extractive industry (sand mine).

LOCATION: Moyock: 913 Caratoke Highway

TAX ID: 0015-000-0031-0000
0015-000-032B-0000

ZONING DISTRICT: Agricultural (AG) and Heavy Industrial (HI)

PRESENT USE: Extractive Industry (sand mine)

OWNER: William Spruill
PO Box 146
Moyock NC 27958

APPLICANT: Hyman and Robey PC
PO Box 339
Camden NC 27921

LAND USE/ZONING OF SURROUNDING PROPERTY:

	Land Use	Zoning
NORTH:	Farmland	AG
SOUTH	Farmland, Retail, Residential	GB
EAST:	Woodland, Farmland	AG
WEST:	Reclaimed Sand Mine	GB

LAND USE PLAN

CLASSIFICATION: The 2006 Land Use Plan classifies the site as Full Services within the Moyock subarea. The 2014 Moyock Small Area Plan classifies the site as Limited Service.

SIZE OF SITE: 58.70 acres

COMMUNITY MEETING: A community meeting was held on September 8, 2014 at the Moyock Library. No one attended the meeting.

I. NARRATIVE OF REQUEST:

1. A special use permit was issued to William Spruill on October 18, 1999 to excavate a maximum 30% of the entire site. The permit was valid for ten years and with the vesting suspension provided by the North Carolina General Assembly, the special use permit expired January 1, 2013.

2. In 2006 the state notified the county that Mr. Spruill had modified his state mine permit. In March of 2006 Mr. Spruill was notified that changes to the special use permit had to be submitted to the county to determine if the permit modification required BOC approval. It does not appear that the situation was followed up upon.
3. The applicant is requesting a use permit which is required for Mr. Spruill to continue operating an extractive industry for sand mining.
4. It has been determined that the mine has exceeded its permitted excavation area by 5.65 acres, bringing the excavated area to 39.6% of the site. The applicant plans to fill the 5.65 over excavated acres.
5. The proposed average depth of the excavation area is 35' with a maximum proposed depth of 50'.
6. The application includes a request for a 50% setback reduction along all property lines where an existing vegetative visual screen is between the mining activity and the adjoining use/property lines. (See aerial photography for reference)
7. A hydrological study was prepared by Hyman and Robey on September 25, 2014 indicating that the mining operation should have little impact on the adjoining properties.
8. The dewatering operation of the excavation area includes pumping water from the main pond into a perimeter ditch along the west and south sides of the property to an outlet into Survey Road Ditch. This perimeter ditch will also serve as a recharge ditch. Dewatering will occur as needed, which will not be full time. Currently the site is dewatered by pumping for eight hours per day on Saturday and Sunday.
9. Any person owning or operating a mining site in a manner that adversely affects an in use well through contamination or diminution of groundwater shall provide the well owner with a replacement water supply of equal quantity and quality. A rebuttal is permitted that contamination or diminution of water has not been caused by the mining activity. Since the mining operation was permitted in 1999, Mr. Spruill has not installed or compensated any property owners for new wells. There have been no reported failed wells. The Board may impose a surety to guarantee the well owner a replacement water supply of equal quantity and quality in the event of contamination or diminution of groundwater.
10. The applicant has petitioned the Department of Environment and Natural Resources to reclaim 22.34 acres and remove that area from the state mining permit.

II. USE PERMIT REVIEW STANDARDS:
Use Permit Criteria and Staff Findings:

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

In order to approve a UP, certain criteria must be satisfied. The criteria and staff findings are outlined as follows:

1. The use will not endanger the public health or safety.

Based on the suggested findings provided by the applicant, staff has determined it is probably true that the use will not endanger the public health or safety.

Staff Findings:

- a. The mine site is posted with No Trespassing signs 250 feet apart.
 - b. A hydrological study prepared by Hyman and Robey on September 25, 2014 indicates the “operation will not degrade or negatively impact any areas of environmental concern or wells within the area.” There have been no previously reported issues.
 - c. All trucks hauling mined materials shall be covered with a tarpaulin.
2. The use will not injure the value of adjoining or abutting lands and will be in harmony with the area in which it is located.

Based on the suggested findings provided by the applicant, staff has determined it is probably true that the use will not injure the value of adjoining or abutting lands and will be in harmony with the area in which it is located.

Staff Findings:

- a. A special use permit was issued for the mining operation on October 18, 1999 and the mine operated for 15 years.
 - b. No bulk waste, hazardous waste, commercial waste, garbage, construction or demolition waste shall be placed on the site.
3. The use will be in conformity with the Land Use Plan or other officially adopted plan.

Based on the suggested findings, staff has determined it is probably true that the use will be in conformity with the Land Use Plan or other officially adopted plans.

Staff Findings:

The 2006 Land Use Plan classifies this site as Full Service within the Moyock subarea. With respects to nonresidential uses, it is essential that the existing community character be preserved in the Full Services area. The proposed use is in keeping with the policies of the plan, which include:

POLICY ID8: MINING ACTIVITIES, or secondary impacts of mining activities not subject to permit approval by the State of North Carolina, may be subject to review and management by Currituck County. Activities to be addressed may include, but not be limited to, the adequacy of roads serving the mine site, visual impacts during operation and after closing of the mine site, noise and dust considerations, etc.

Staff Findings:

The 2014 Moyock Small Area Plan classifies this site as Limited Service within the Moyock subarea. The proposed use is in keeping with the policies of the plan, which include:

POLICY BI4: Provide industrial development opportunities for cluster industries identified by Currituck Economic Development such as defense aero-aviation, port and maritime related industries, alternative energy, agriculture and food, and local existing business support.

4. The use will not exceed the county's ability to provide adequate public facilities, including, but not limited to, schools, fire and rescue, law enforcement, and other county facilities.

Applicable state standards and guidelines shall be followed for determining when public facilities are adequate. Such facilities must be in place or programmed to be in place within two years after the initial approval of the plan (sketch plan in the case of major subdivisions).

Based on the suggested findings, staff has determined it is probably true that the use will not exceed the county's ability to provide adequate public facilities, including but not limited to schools, fire and rescue, law enforcement, and other county facilities.

Staff Findings:

- a. The proposed use will not produce additional burdens on schools, fire and rescue, or other public facilities.

III. TECHNICAL REVIEW COMMITTEE RECOMMENDATION:

Pursuant to the Unified Development Ordinance, the Technical Review Committee recommends approval subject to the following permit conditions:

1. That the applicant must fill the 5.65 acres of over excavated area to bring the site into compliance with the UDO.
2. All existing vegetation located along the property lines shall be retained for setback reduction.
3. The maximum average depth of the excavation area shall be 35' with a maximum depth of 50'.
4. Since the operation generates more than five trips per peak hour, at least 200' of continuous pavement shall be required onsite starting at the point the access road intersects with Caratoke Highway. (4.2.5.A.5.a) It appears on the driveway inset that the newly paved portion of the access road does not align with the existing access road. How will this be resolved?

Items requiring discussion and action by the Board:

5. That the applicant not be allowed to continue excavating the site until the 5.65 acres of over excavated area is filled. The applicant would be allowed to bring material to the site, but not remove material from the site.
6. That the site be brought into compliance within two years (time estimated by the applicant to bring site into compliance) of the date of the use permit. If it is determined that the site has not been brought into compliance within the two year time frame, the county will initiate enforcement procedures including, but not limited to, civil citations and permit revocation.
7. The UDO allows operations activities from dawn to dusk Monday – Saturday. To reduce the traffic concerns, the board may include a condition that would not allow hauling on Saturday from Memorial Day to Labor Day.
8. The person owning or operating a mining site that operates in a manner that adversely affects an in use well through contamination or diminution of groundwater is responsible for a replacement water supply of equal quantity and quality. In accordance with Section

4.2.5 of the UDO, the Board may impose a surety to guarantee the well owner a replacement water supply of equal quantity and quality in the event of contamination or diminution of groundwater.

IV. PLANNING BOARD RECOMMENDATION:

Mr. Cartwright moved to approve PB 14-28 with staff recommendations, to allow the work to continue while filling the 5.65 acres back into compliance for a two year period, and ceasing shooting until the land is release from the state permitted area. Ms. Newbern seconded the motion and motion carried unanimously.

THE APPLICATION AND RELATED MATERIALS ARE AVAILABLE ON THE COUNTY'S WEBSITE:

Board of Commissioners: www.co.currituck.nc.us/board-commissioners-minutes-current.cfm

PLANNING BOARD DISCUSSION (11-4-14)

Ms. Bell said she is concerned that Mr. Spruill has been operating without a county permit.

Mr. Hyman said the use permit did expire and it was an oversight on Mr. Spruill's part, as well as the county. Mr. Spruill did renew his state permit and the county was notified from the state that it was being renewed to continue operation. Currently, Mr. Spruill is filing a mining modification permit with the Department of Environment and Natural Resources to reclaim 22.34 acres and remove that area from the state mining permit. Mr. Hyman said Mr. Spruill has been mining for 20 plus years in the county. Mr. Hyman said Mr. Spruill has exceeded the permitted excavation area by 5.65 acres; and Mr. Spruill is currently filling the overage back up on a daily basis. Mr. Hyman is asking the board to give Mr. Spruill a timeline (2 years) to fill the 5.65 acres; and to continue operating his business understanding that the violation of the use permit was an oversight. Mr. Hyman talked with the owners of the two wells that are within 2,000 feet of the mining operation and they have not had any problems.

Ms. Bell said she is concerned that Mr. Spruill renewed his permit with the state, but forgot or overlooked the use permit with the county. Also, that Mr. Spruill exceeded the amount he was to excavate by 5.65 acres, which is a violation of the use permit.

Mr. Hyman said it was an oversight on Mr. Spruill's part. Mr. Spruill is trying to fill in the exceeded acreage and he is trying to do the right thing.

Ms. Bell said Mr. Spruill has two violations of this permit and is concerned if approved, can the county trust him to do what he is to do in timely manner.

Mr. Hyman said it will be monitored by the county to make sure he is in compliance.

Ms. Bell said what she is hearing is Mr. Hyman is confident that if the board approves this permit with stipulations, that Mr. Spruill will honor these requirements.

Mr. Hyman said yes.

Mr. Cartwright said you could have a pit where you dig out of it and leave a big hole, or you can have a pit that you dig and fill back in with clean fill. This is what Mr. Spruill is doing.

Mr. Clark said there is a concern with traffic on Saturday. Would Mr. Spruill be willing not to haul on Saturday from Memorial Day to Labor Day?

Mr. Hyman said yes.

Mr. Clark asked if the applicant is okay with the recommendations.

Mr. Hyman said yes.

Mr. Harcum said he owns ninety acres and asked staff to show him where the 5.65 acres is located.

Mr. O'Neal said he was here on behalf of Mr. John Flora who owns property across from the mine. Mr. O'Neal said Mr. Spruill is asking for a variance to be able to reclaim this area; and to

continue to operate while he is in violation of the county's Unified Development Ordinance (UDO). At the present time, Mr. Spruill is leasing a portion of the back of the property to The Currituck Shooting Club, which is in violation of the county's UDO since August 2014. Mr. Spruill may be operating part of it for his mine, but in the meantime he continues to lease a portion of the property, that is now actively being used as a shooting range, which has received two violations from the county.

Mr. Hyman said the area that Mr. O'Neal is talking about is being released from the mining portion.

Ms. Bell asked Mr. O'Neal if Mr. Spruill was in violation for allowing the shooting range.

Mr. O'Neal said the shooting range has two violations on the property, one on August 8, 2014 and another on November 3, 2014. The shooting range is in violation of the UDO.

Ms. Bell said she is concerned that Mr. Spruill is constantly in violation of the UDO and his lack to follow the rules.

Mr. Leary said when he was the Economic Developer for the county; he had a client who was interested in locating a business to the mine site and the property being reclaimed. Mr. Leary approached the county to change the UDO to allow clean backfill brought back in to the reclaim site. Mr. Leary said the renewal of the use permit was an oversight.

Ms. Bell said she is not against businesses in Moyock or Currituck County nor a man making a living; but done in the proper manner.

Mr. Clark asked staff if the county will address the shooting range.

Mr. Woody said the county currently has the owner of the property, Mr. Spruill and the operator of the shooting range, The Currituck Shooting Club under violation for operating a shooting range. Mr. Woody said the shooting range is under an enforcement procedure.

Mr. Cartwright asked if the reason PB 14-24 was continued is because a portion of the mine area is being reclaimed to be released.

Mr. Woody said the board is hearing tonight a request for a use permit for a mining operation. As a board, you would have to determine what considerations you are going to give since there is a different violation on this property in terms of issuing or not issuing the permit for the mine.

Ms. Bell asked if the board approves this request who will be monitoring the permit?

Mr. Woody said staff has a more formalized process to ensure permits won't expire and are actively enforcing the conditions.

Mr. Clark asked Mr. O'Neal what was the point of him bringing up the shooting range?

Mr. O'Neal said there is a violation on this property and for the board to know all the information if you allow someone to do something.

Ms. Overstreet asked Mr. Spruill how long has the lease existed for the shooting club.

Mr. Spruill said six to eight months.

Mr. Flora said he is against the shooting range as it will decrease the value his property.

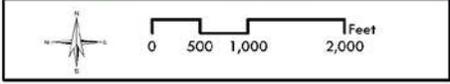
Mr. Clark closed the public hearing.

ACTION

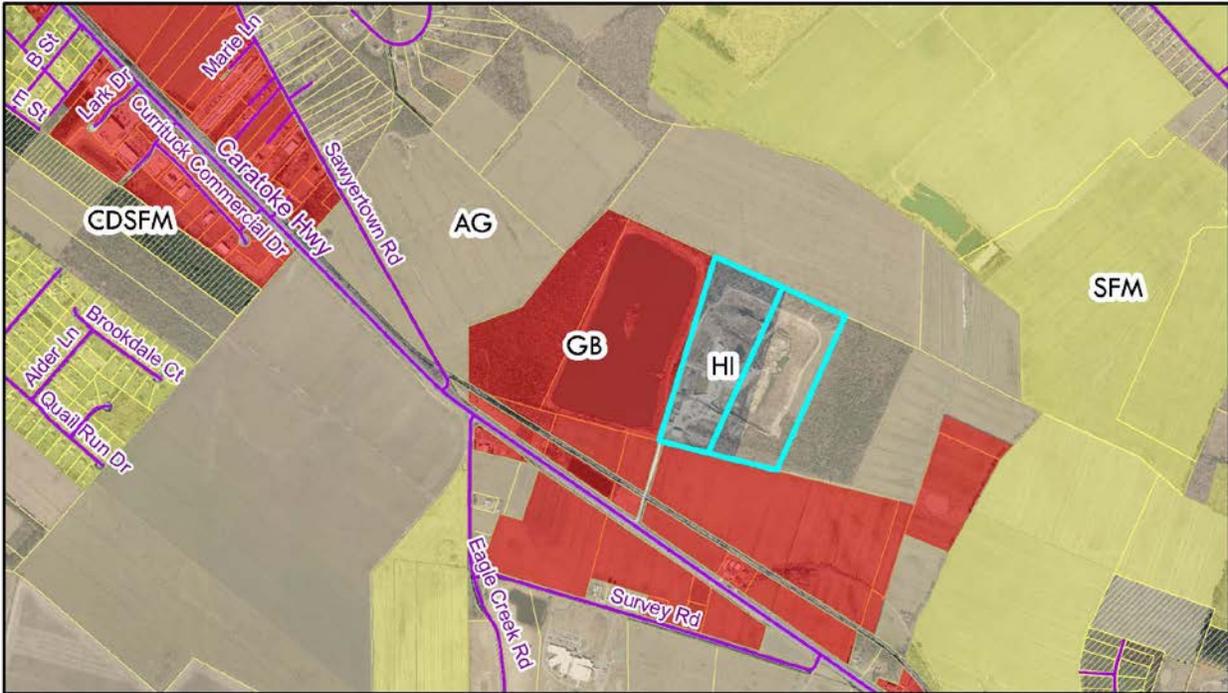
Mr. Cartwright moved to approve PB 14-28 with staff recommendations, to allow the work to continue while filling the 5.65 acres back into compliance for a two year period, and ceasing shooting until the land is release from the state permitted area. Ms. Newbern seconded the motion and motion carried unanimously.



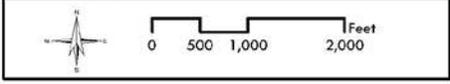
PB 14-28 William Sprull
Use Permit
Aerial Photography



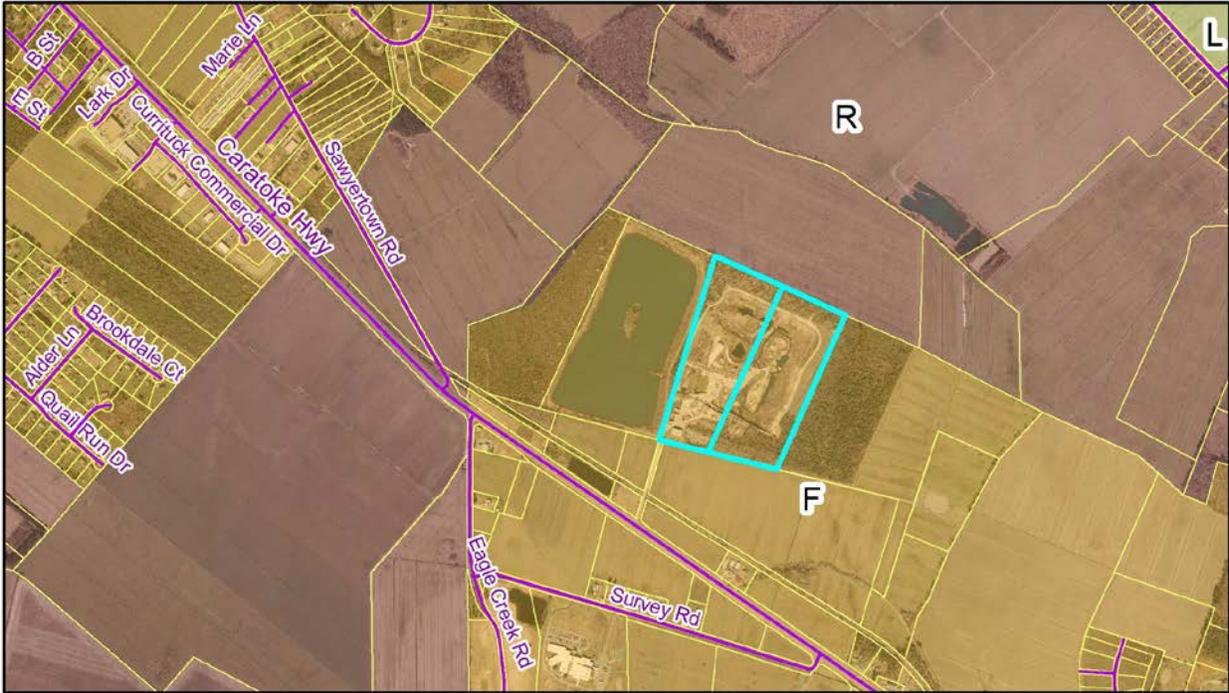
Currituck County
Planning and
Community Development



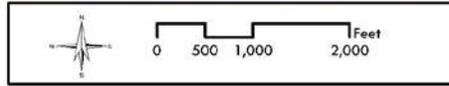
PB 14-28 William Sprull
Use Permit
Zoning



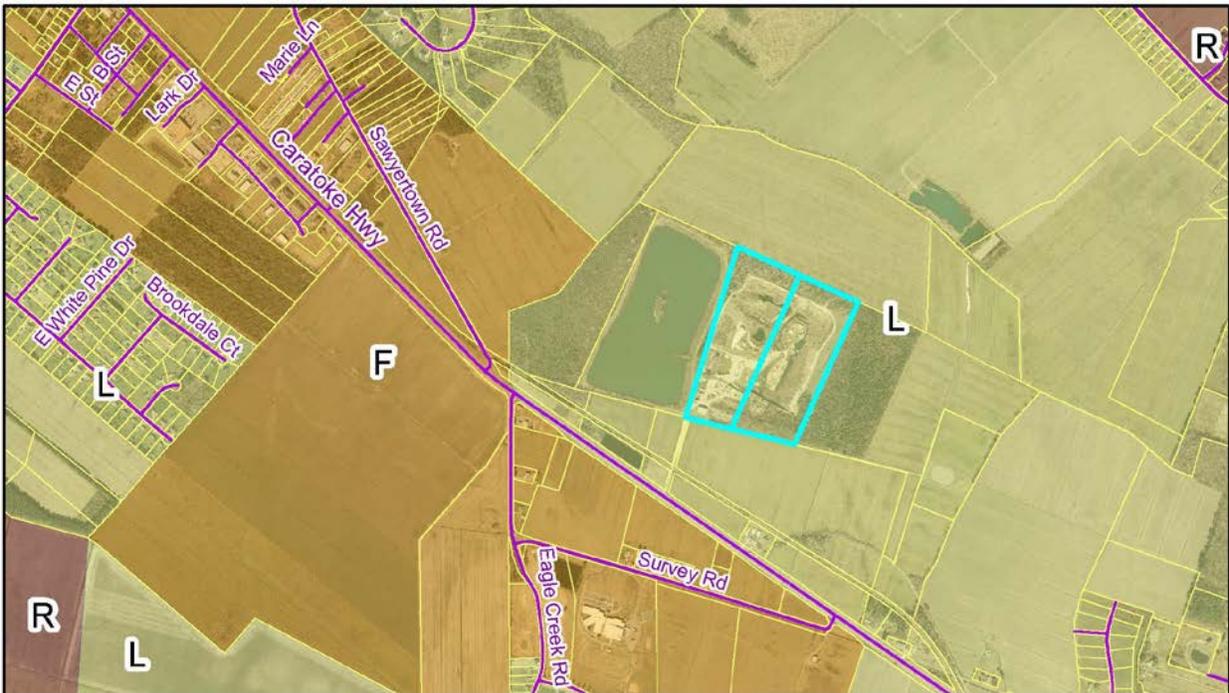
Currituck County
Planning and
Community Development



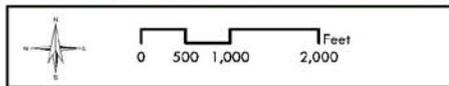
PB 14-28 William Spruill
Use Permit
Land Use Classification



Currituck County
Planning and
Community Development



PB 14-28 William Spruill
Use Permit
Moyock SAP LUC



Currituck County
Planning and
Community Development

To: Eddie Hyman, Hyman and Robey
William Spruill

From: Tammy D. Glave CZO
Planner II

Date: October 9, 2014

Subject: PB 14-28 William Spruill, Use Permit TRC Comments

The following comments have been received for the October 15, 2014 TRC meeting. All revisions must be submitted by noon on October 20, 2014 in order for your request to be scheduled for the November 4, 2014 Planning Board meeting. The TRC comments are valid for six months from the date of the TRC meeting.

Planning, (Tammy Glave, 252-232-6025)

Approved with corrections:

1. Please clearly delineate the excavated areas on the plat.
2. Please verify that the excavated area of the total site area is not exceeding 30% as allowed in the UDO. (4.2.5.A.2) Please call out the corrected percent of excavated area on plat. (Per phone conversation with Eddie Hyman today, it appears that the site is over-excavated by approximately four acres based on aerial photography. Eddie will be preparing a surveyed site plan for more accurate numbers.)
3. Please provide a copy of current permit and boundary map approved by the state.
4. Has Land Quality been petitioned for the partial release of the mine site as shown? Please provide a copy of that letter/map. (Per phone conversation with Eddie Hyman, he is preparing the application for partial release of the mine. It has not been submitted at this time.)
5. Since the operation generates more than five trips per peak hour, at least 200' of continuous pavement shall be required onsite starting at the point the access road intersects with Caratoke Highway. (4.2.5.A.5.a) It appears on the driveway inset that the newly paved portion of the access road does not align with the existing access road. How will this be resolved?

Currituck County Engineer (Eric Weatherly/Michelle Perry, 252-232-6035/Currituck Soil and Water (Mike Doxey, 252-232-3360)

Approved with corrections:

1. Provide state permits.
2. Demonstrate that no more than 30% of the site is being excavated. (UDO 4.2.5.A.2)

Currituck County Fire and Emergency Management (James Mims, 252-232-6641)

Reviewed with comment:

1. It appears that the metal structure was built around 2003, 2004. It has not been reviewed by this office at any time either prior to construction, during construction or following construction. If at any time the structure is used for any more than equipment storage of the mine it will be required to meet the full extent of the fire code including fire apparatus access and water supply.

Currituck County GIS (Harry Lee, 252-232-4039)

Reviewed without comment.

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

Reviewed without comment.

Currituck County Utilities (Pat Irwin, 252-232-6061)

Reviewed without comment.

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

Reviewed without comment.

NC Department of Environment and Natural Resources – Land Quality Section (Pat McLain, 252-946-6481)

Reviewed with comment:

1. Mining Permit 27-42 was renewed on Oct. 14, 2010 for a period of 5 years. It will expire on Oct. 13, 2015, unless renewed

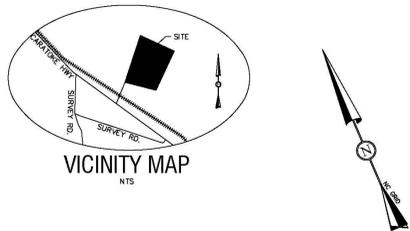
NC Division of Coastal Management (Charlan Owens, 252-264-3901)

Reviewed without comment.

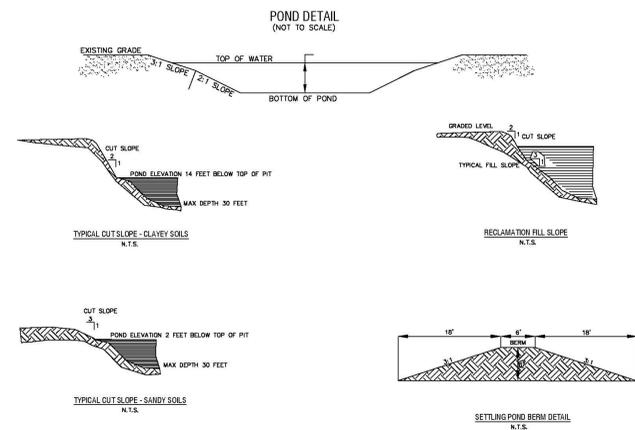
NC State Archeology (Lawrence Abbott, 919-807-6554)

Reviewed with comment:

1. The project area has been used previously as a mine. An archaeological survey is not recommended.



- NOTES:
- BOUNDARY INFORMATION SHOWN HEREON IS BASED ON A SURVEY BY S. ELMO WILLIAMS.
 - HAUL VEHICLES MUST BE COVERED WITH A TARPULIN.
 - HOURS OF OPERATION ARE DAWN TO DUSK, NO SUNDAY OPERATION.
 - NO BULK WASTE, HAZARDOUS WASTE, COMMERCIAL WASTE, GARBAGE, CONSTRUCTION OR DEMOLITION WASTE SHALL BE PLACED ON SITE.
- MINE NOTES:
- RECLAMATION:
 - ALL FINAL SLOPES SHALL BE ESTABLISHED IN ACCORDANCE WITH SPECIFICATIONS OUTLINED IN THIS PERMIT APPLICATION.
 - SEEDING AND FERTILIZATION SHALL BE PER SPECIFICATIONS SHOWN HERE ON



SEEDING & MULCHING

SEEDING MIXTURE RATE (LB/ACRE)

TALL FESCUE	80
PENSACOLA BAHAGRASS	50
SERICEA LESPEDEZA	50
KOBE LESPEDEZA	10

SEEDING NOTES

- FROM SEPT. 1 - MAR. 1, USE UNSCRIBED SERICEA SEED
- ON POORLY DRAINED SITES, OMIT SERICEA AND INCREASE KOBE TO 30 LB/ACRE.
- WHERE A NEAT APPEARANCE IS DESIRED, OMIT SERICEA AND INCREASE KOBE TO 40 LB/ACRE.

NURSE PLANTS

BETWEEN APRIL 15 AND AUG. 15, ADD 10 LB/ACRE GERMAN MILLET OR 15 LB/ACRE SUDANGRASS. PRIOR TO MAY 1 OR AFTER AUG. 15, ADD 25 LB/ACRE RYE (GRAIN).

SEEDING DATES

BEST	POSSIBLE
EARLY SPRING: FEB. 15-MAR. 20	FEB. 15-APR. 30
FALL: SEPT. 1-SEPT. 30	SEPT. 1-OCT. 31

SEEDBED PREPARATION

THE CONTRACTOR SHALL CUT AND DISPOSE OF WEEDS OR OTHER UNACCEPTABLE GROWTH ON THE AREAS TO BE SEED. UNEVEN OR ROUGH AREAS SHALL BE SHAPED AND SMOOTHED TO PROVIDE FOR EFFECTIVE SEEDING AND EASE OF MOWING. THE SOIL SHALL BE SCORPED TO A DEPTH OF NOT LESS THAN 5 INCHES. CLODS SHALL BE BROKEN AND THE TOP 3-4 INCHES OF THE SOIL SHALL BE WORKED INTO A SEEDBED BY THE USE OF PULVERIZERS, DRAGS, OR HARROWS. THE PREPARATION OF SEEDBEDS SHALL NOT BE DONE WHEN THE SOIL IS FROZEN OR EXTREMELY WET.

SOIL AMENDMENTS

APPLY LIME AND FERTILIZER ACCORDING TO SOIL TESTS, OR APPLY 3,000-5,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE (USE THE LOWER RATE ON SANDY SOILS) AND 1,000 LB/ACRE 10-10-10 FERTILIZER.

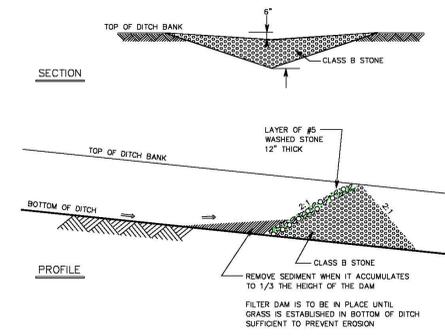
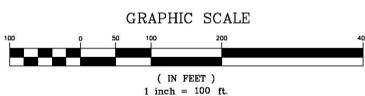
MULCHING

APPLY 4,000 LB/ACRE GRAIN STRAW OR EQUIVALENT COVER OF ANOTHER SUITABLE MULCH. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING RODS OR BY CRIMPING WITH A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCHING TOOL.

MAINTENANCE

IF GROWTH IS LESS THAN FULLY ADEQUATE, REFERTILIZE IN THE SECOND YEAR, ACCORDING TO SOIL TESTS OR TOPDRESS WITH 500 LB/ACRE 10-10-10 FERTILIZER. MOW AS NEEDED WHEN SERICEA IS OMITTED FROM THE MIXTURE. RESEED, FERTILIZE, AND MULCH DAMAGED AREAS IMMEDIATELY.

NOTE:
DATA/NETWORK TAKEN FROM AERIAL PHOTOGRAPHY. EXCAVATION BY ACTUAL SURVEY 10-10-14 PERIMETER ESTABLISHED AT THE 6.00' CONTOUR BASED ON AVERAGE GRADE ELEVATIONS AROUND SITE.



CHECK DAM DETAIL



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

OWNED: WILLIAM H. SPRULL
P.O. BOX 517
MOYOCK, NC 27858
PH: 252-435-2122

SITE: ADDRESS: 813 CARATOKE HIGHWAY
PARCEL ID: 00150000310000 & 00150000328000
ZONING: M1 (HEAVY INDUSTRIAL) & AG (AGRICULTURAL)
ACREAGE SUMMARY: TOTAL SITE IS 58.70 AC BY ELMO WILLIAMS SURVEY. EXISTING EXCAVATED AREA AS OF 10-10-2014 IS 23.56 AC (39.8% OF SITE ACREAGE). MAXIMUM EXCAVATION ALLOWED BY UDD IS 30% OF THE TOTAL SITE (17.61 ACERS). AREA TO BE FILLED FOR UDD COMPLIANCE IS 5.65 ACERS.

PRELIMINARY
DO NOT USE FOR CONSTRUCTION.
SALES OR REDEMPTION.

MINE EXHIBIT
NC MINE PERMIT #27-42

FOR
WILLIAM SPRULL SAND MINE

MOYOCK TOWNSHIP
CURRITUCK COUNTY
NORTH CAROLINA

KEY PLAN:

Project #: 140327
Drawing #: 140327
Drawn: MTV
Checked: ETH
Approved: ETH
Date: 02/25/2014
Sheet #: 1/1
Scale: 1:100
REVISED 10/14/14
added fill area and elevations

SHEET TITLE:
MINE EXHIBIT
SHEET NUMBER:

1



Currituck County Agenda Item Summary Sheet

Agenda Item Title

Construction of restroom facilities at the Historic Jarvisburg Colored School

Brief Description of Agenda Item

Over the past 10 years, Historic Jarvisburg Colored School has been restored and renovated in order to turn the building into a museum – the museum exhibits were recently completed and installed in the school building. In order to open the museum to the public, the building code requires restrooms be made available at the site. This presentation provides restroom facility options for the Board of Commissioners' consideration.

Board Action Requested

Action

Person Submitting Agenda Item

Dan Scanlon, County Manager

Presenter of Agenda Item

Dan Scanlon, County Manager

A photograph of a two-story, light-colored wooden building with a prominent steeple, identified as the Historic Jarvisburg Colored School. The building has a gabled roof and several windows. The image is overlaid with a semi-transparent green filter. The text is centered over the building.

HISTORIC JARVISBURG COLORED SCHOOL

RESTROOM FACILITY

December 1, 2014

Restroom Facility

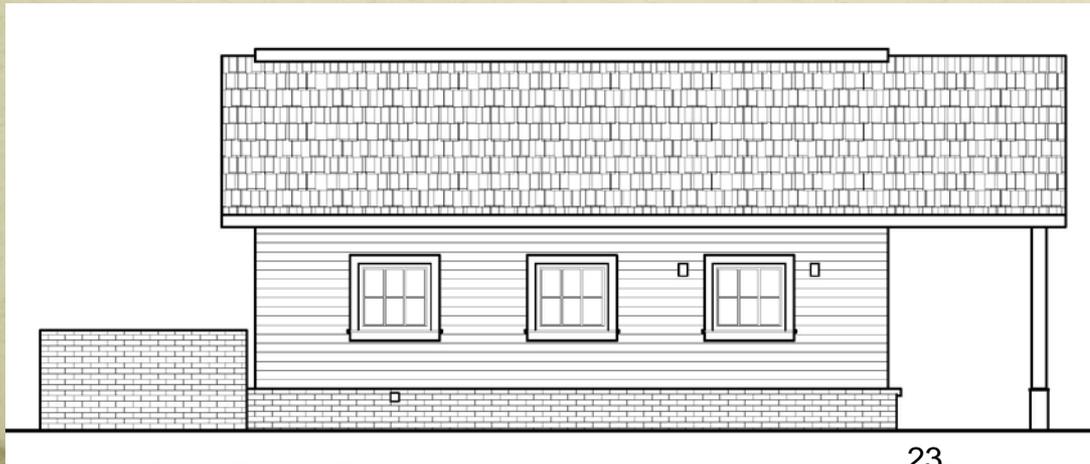
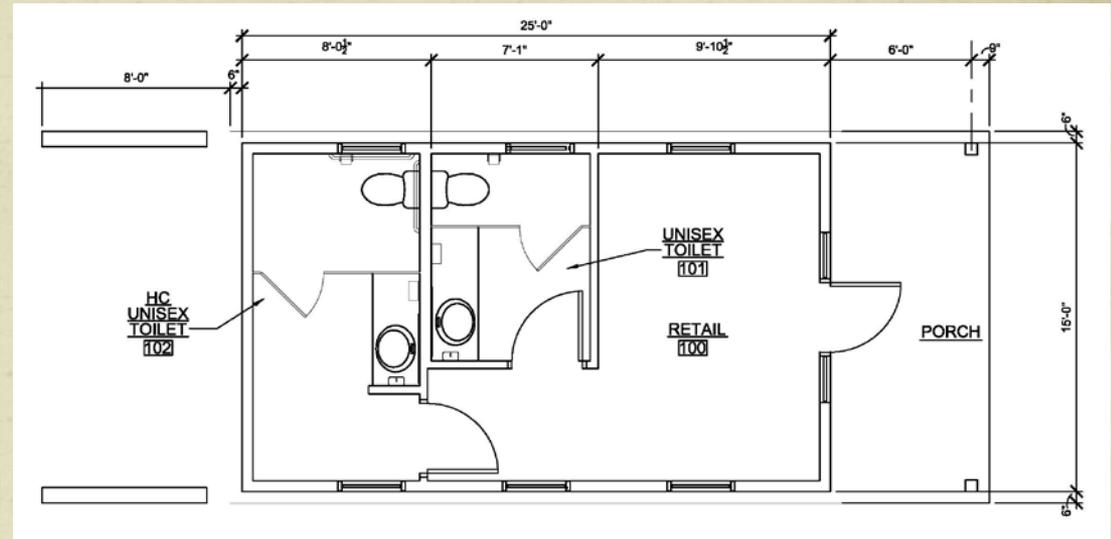
	<u>Option 1</u>	<u>Option 1a</u>	<u>Option 2</u>	<u>Option 3</u>
Building	\$ 105,000.00	\$ 90,000.00	\$ 70,000.00	\$ 49,000.00
Sitework	\$ 11,500.00	\$ 11,500.00	\$ 9,000.00	\$ 8,000.00
Septic	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Utilities	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00
Professional Fees	\$ 10,000.00	\$ 15,000.00	\$ -	\$ -
Contingency	\$ 12,500.00	\$ 12,500.00	\$ 10,000.00	\$ 7,000.00
Total	\$ 160,000.00	\$ 150,000.00	\$ 110,000.00	\$ 85,000.00

Restroom Facility

- Option 1:
 - Keeps with Architectural style of School
 - 375sf, \$105,000
- *NEW* Option 1a:
 - Keeps with Architectural style of School
 - Re-design – remove office/retail space, include janitor's closet
 - 320sf, \$90,000
- Option 2:
 - Modular with office/retail space
 - 464sf, \$70,000
- Option 3:
 - modular
 - 175sf, \$49,000

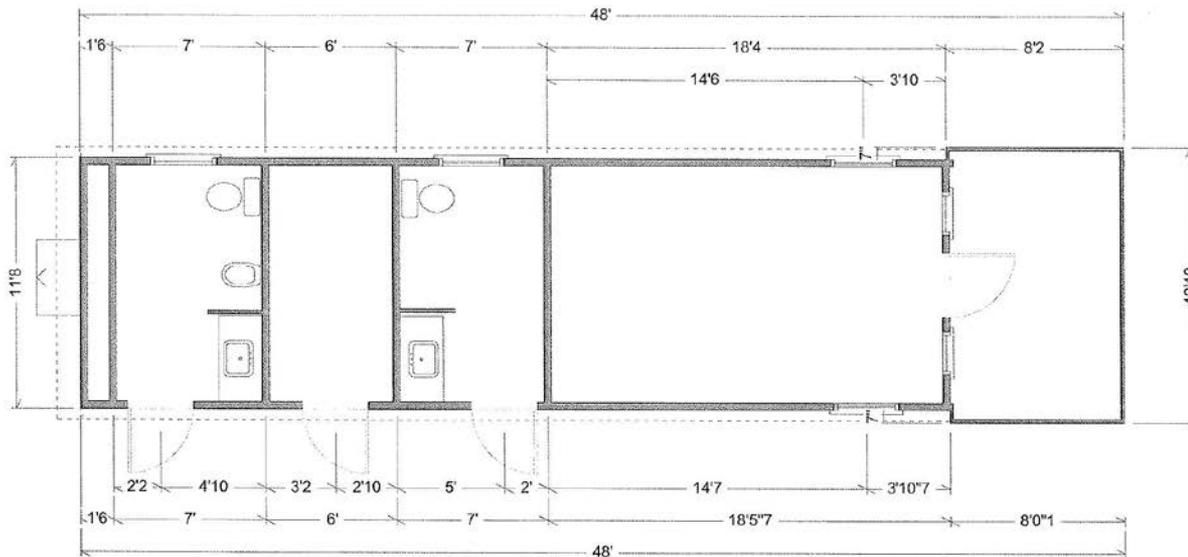
Restroom Facility – Option 1

- Designed in 2009 by Architect at time of Renovations
- 375sf
- \$160,000



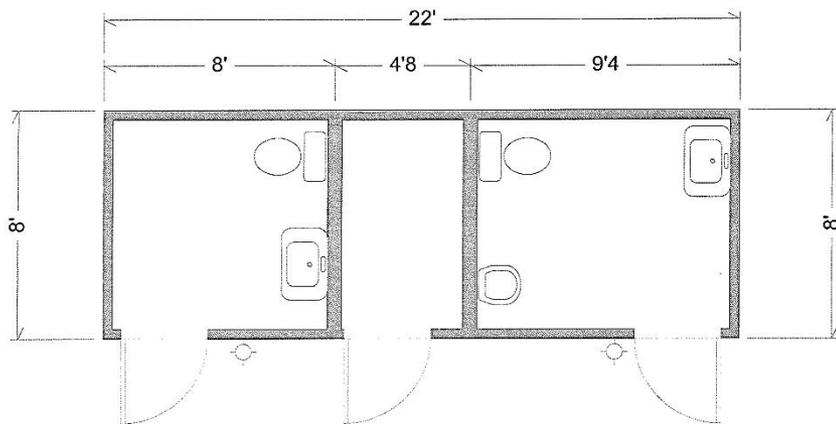
Restroom Facility – Option 2

- Modular
- 464sf
- \$110,000



Restroom Facility – Option 3

- Modular
- 175sf
- \$85,000





Currituck County Agenda Item Summary Sheet

Agenda Item Title

Resolution in support of including US 158, US168 and the Mid Currituck Bridge on the Strategic Transportation Corridors Network Map

Brief Description of Agenda Item

The Strategic Transportation Corridors (STC) are a network of multimodal transportation corridors that form the backbone of the North Carolina transportation system. NC DOT is in the process of updating the 2004 approved maps. The new maps are out in draft form and are going through the public hearing process. US 158, US 168, and the Mid Currituck Bridge have all been removed from the draft STC maps. Currituck County and the Albemarle Regional Planning Organization (ARPO) are on record requesting that these routes be re-inserted into the STC. NC DOT did re-insert US158 westward of US 17 but did not re-insert US158 eastward of US 17, the Mid Currituck Bridge or US168. The ARPO will submit another letter reconfirming the regional interest in seeing these routes re-inserted. I am respectfully requesting that Currituck County also adopt a resolution requesting these routes to re-inserted.

Board Action Requested

Action

Person Submitting Agenda Item

Dan Scanlon, County Manager

Presenter of Agenda Item

Dan Scanlon, County Manager

A RESOLUTION IN SUPPORT OF INCLUDING US 158, US 168 AND THE MID-CURRITUCK BRIDGE ON THE STRATEGIC TRANSPORTATION CORRIDORS NETWORK MAP

WHEREAS, the North Carolina Department of Transportation has recently replaced the Strategic Highway Corridors network map adopted by the North Carolina Board of Transportation in 2004 with the Strategic Transportation Corridors map; and

WHEREAS, the Strategic Transportation Corridors network map omits US 158, US 168 and the Mid-Currituck Bridge which were previously included on the Strategic Highway Corridors network map; and

WHEREAS, these corridors are vital for the economic development, mobility and safety of residents and visitors of Northeastern North Carolina; and

WHEREAS, the US 158 and US 168 corridors are the primary hurricane evacuation routes for residents and visitors of the Outer Banks and the State of Virginia has informed us, as part of the Barco Diversion Plan, they may close the border and require all North Carolina residents and visitors to enter Virginia via 1-95 ; and

WHEREAS, the US 158 and US 168 corridors connect Northeastern North Carolina to one of only two deep water ports on the east coast-the Port of Virginia; two major airports, and Hampton Roads; and

WHEREAS, the Mid-Currituck bridge would serve as an alternate hurricane evacuation route for residents and visitors of the Outer Banks, reduce congestion, create jobs; and create tax revenue for the State from toll revenue; and

WHEREAS, the Transportation Advisory Committee (TAC) is the duly recognized transportation planning policy board for the Albemarle Rural Planning Organization and hereby supports the inclusion of US 158, US 168 and the Mid-Currituck Bridge on the Strategic Transportation Corridors Map.

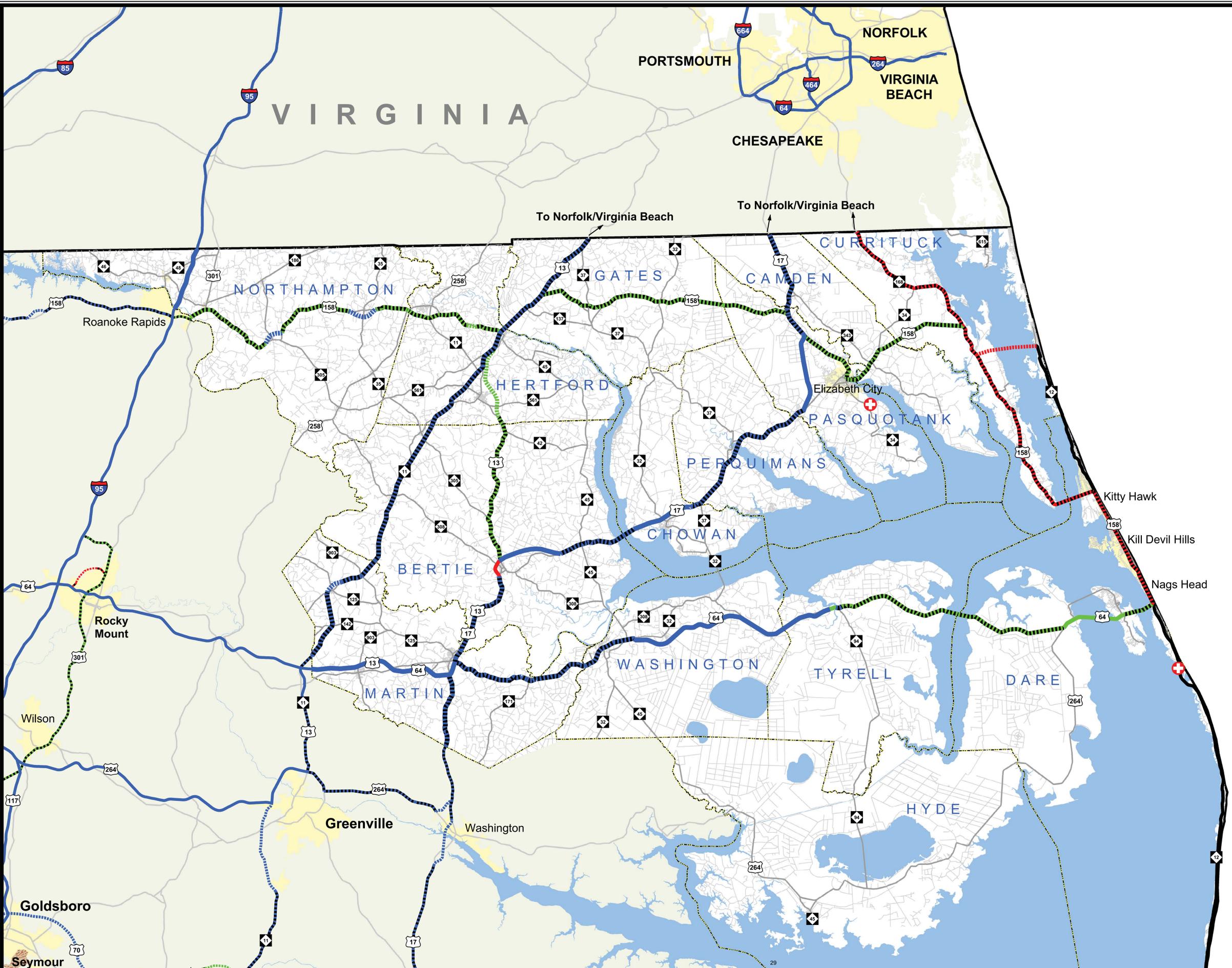
NOW, THEREFORE BE IT RESOLVED that the Currituck County Board of Commissioners strongly supports and encourages the inclusion of US 158, US 168 and the Mid-Currituck Bridge on the Strategic Transportation Corridors Map.

Adopted this the 1st day of December, 2014.

_____(SEAL)
Chairman, Currituck County Board of Commissioners

ATTEST:

Leeann Walton, Clerk to the Board



Vision Plan Division 1

Adopted by The North Carolina
Board of Transportation
Plan Date: September 2, 2004
Revised: July 10, 2008



LEGEND

Strategic Highway Corridors

Freeways

- Existing
- - - Needs Upgrade
- . . . Recommended

Expressways

- Existing
- - - Needs Upgrade
- . . . Recommended

Boulevards

- Existing
- - - Needs Upgrade
- . . . Recommended

Thoroughfares

- Existing
- - - Needs Upgrade
- . . . Recommended

- US/Other Major Route
- Division Primary Routes
- Division Secondary Routes
- State Port
- Major Airport
- Intermodal Connector
- Coast Guard Station

North Carolina Strategic Transportation Corridor Policy

Preamble

The North Carolina Department of Transportation has as its stated Mission “*Connecting people and places safely and efficiently, with accountability and environmental sensitivity to enhance the economy, health and well-being of North Carolina.*” This Mission and associated system delivery Goals of ensuring traveler safety, promoting efficient movement of people and goods, and preserving its infrastructure investment require that the Department conduct sound planning that advances critical transportation facilities and services that are needed to support the State’s long-term economic prosperity goals. In pursuit of these goals, NCDOT has identified a network of Strategic Transportation Corridors and has adopted this Strategic Transportation Corridors Policy to guide transportation planning and project development efforts and to support realization of Governor McCrory’s *25-Year Vision for North Carolina*.

The intent of this Policy is to update the Strategic Highway Corridor policy adopted by the Board of Transportation on September 2, 2004, consistent with direction provided by the Board in 2012 by adopting the NC Statewide Transportation Plan (the 2040 Plan).

It is the stated purpose of Strategic Transportation Corridors to identify from existing facilities a network of high priority strategic transportation corridors which will form the state’s core network of highly performing facilities for movement of high volumes of people and freight. The facilities and services in those corridors are considered to be of great importance on a statewide basis for long-distance movement of people and freight. The policy establishes that preservation of those facilities at a consistently high level of functionality, in terms of classification, condition, and service, will guide long-term planning at statewide, regional, and corridor levels and should be considered the state’s highest priority when such corridors are being analyzed within the framework of regional or local transportation and land use plans.

The Strategic Transportation Corridors that are defined by this policy are dynamic and intended to support the highest level of transportation needs. They can and will be amended as conditions change. It is not intended that this policy will restrict transportation system improvements and investments needed to address local or smaller regional needs. Rather, their identification is intended to recognize their importance and the need for their protection as regional transportation and land use plans consider local land access and mobility needs.

Strategic Corridors Vision

It is the Board of Transportation’s vision that North Carolina should have an identified network of high-priority, integrated multimodal transportation corridors comprised of facilities that interconnect statewide and regional transportation-dependent activity centers, to enhance economic development, promote highly reliable and efficient mobility and accessibility, and support good decision-making.

Strategic Corridors Goals

In adopting this Policy, the Board establishes the following goals for North Carolina’s Strategic Transportation Corridors:

1. **System Connectivity:** *Provide essential connections to national transportation networks critical to interstate commerce and national defense.*
2. **Mobility:** *Facilitate significant inter-regional movements of people and goods across the state.*
3. **Economic Prosperity:** *Support economic development and efficiency of transport logistics for economic regions and clusters of activity centers.*

Policy

It is the policy of the NCDOT to place highest priority in the planning and long-term improvement implementation on establishing a network of safe, highly reliable, and efficient multimodal Strategic Transportation Corridors. These Corridors, as identified through a coordinated planning process, are intended to support the economic prosperity goals of the State of North Carolina by enhancing the multimodal mobility function of critical transportation facilities, and are incorporated into this Policy as depicted in Exhibit 1.

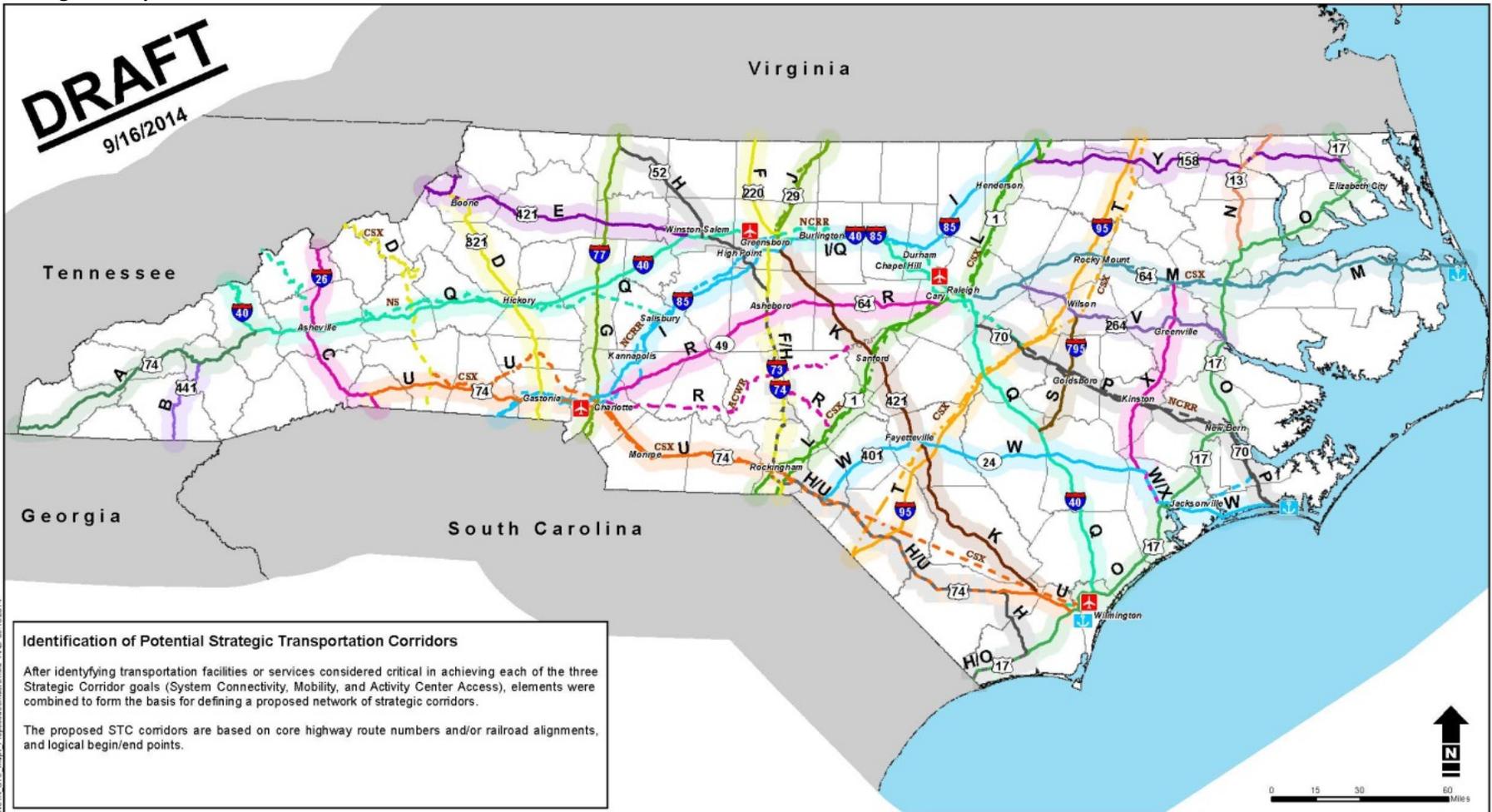
For purposes of this policy, the Department of Transportation shall:

1. As quickly as practicable, work with regional planning partners to prepare Strategic Transportation Corridor vision plans that reflect consistent, corridor-long performance standards that take into account regional and statewide characteristics and needs in terms of mobility, operational performance, safety, and physical condition, and that establish consistent, high-level facility-types and operating standards for each Strategic Transportation Corridor.
2. Within the context of regional Comprehensive Transportation Plans, establish that for identified Strategic Transportation Corridors, preservation of inter-regional, long-distance travel needs into and through the region should take priority over direct land access and local travel patterns.
3. In managing highway elements of individual Strategic Transportation Corridors, apply the highest practicable access management provisions to promote operational efficiencies and safety, and to enhance the movement of people and freight on primary corridor facilities.
4. Preserve and support prior project development decisions that have been based on identified Strategic Highway Corridors (as those highways were established by prior Board of Transportation policy action). Such project development decisions include but are not limited to, environmental studies, purpose and need determinations, screening of alternatives, travel corridor or mode definitions, or identification of environmental impacts and mitigation. It is not the intent of the Strategic Transportation Corridors policy to replace, modify, or negate any ongoing or prior project development decisions that include or reference the components of the Strategic Highway Corridor policy. Such ongoing or prior project development decisions shall remain valid and are incorporated into the Strategic Transportation Corridors Plan by reference.

Adopted by the Board of Transportation on _____.

Exhibit 1
NC Strategic Transportation Corridors

DRAFT
 9/16/2014



Identification of Potential Strategic Transportation Corridors

After identifying transportation facilities or services considered critical in achieving each of the three Strategic Corridor goals (System Connectivity, Mobility, and Activity Center Access), elements were combined to form the basis for defining a proposed network of strategic corridors.

The proposed STC corridors are based on core highway route numbers and/or railroad alignments, and logical begin/end points.

NCTM STC Map Proposed Corridors.mxd AUG 16 16:2014



**NORTH CAROLINA
 TRANSPORTATION
 NETWORK**

Source: NCOneMap, NCDOT GIS, ESRI

Proposed Strategic Transportation Corridors (solid = highway; dashed = rail)			
A (US74W)	F (I73/Future I73)	K (US421/NC87)	P (US70E/NCRR)
B (US441)	G (I77)	L (US1)	Q (I40)
C (I26/US23)	H (I74/Future I74)	M (I495/US64E)	R (US64W/NC49)
D (US321/CSX)	I (I85)	N (US13)	S (I795/US117)
E (US421W)	J (US29N/NS)	O (US17)	T (I85/CSX)
			U (US74W/US74E/Future I74)
			V (US264E)
			W (US401/NC24/US258)
			X (US258/NC11/US13)
			Y (US158)

**STRATEGIC TRANSPORTATION
 CORRIDORS**

 NC Seaports
 NC Int'l or Major Freight Airports

MAP 4



COUNTY OF CURRITUCK

BOARD OF COMMISSIONERS

S. Paul O'Neal, Chairman
Paul R. Martin, Vice-Chairman
O. Vance Aydlett, Jr.
Marion J. Gilbert
David L. Griggs
Kevin E. McCord
H.M. "Butch" Petrey

County Manager's Office
153 Courthouse Road, Suite 204
Currituck, North Carolina 27929
Telephone (252) 232-2075 / Fax (252) 232-3551
State Courier # 10-69-17

DANIEL F. SCANLON II
County Manager
DONALD I. McREE, JR.
County Attorney
MARY S. GILBERT
Clerk to the Board

June 16, 2014

Mrs. Kerry Morrow
Statewide Engineer, Transportation Planning Branch
North Carolina Department of Transportation
1501 Mail Service Center
Raleigh, NC 27699-1501

Dear Mrs. Morrow,

I'm writing to provide comments on behalf of Currituck County regarding NCDOT's new Strategic Transportation Corridors draft maps and planning documents. Currituck Economic Development Director Peter Bishop attended the May 7, 2014, stakeholder presentation in Edenton, providing the handouts and a brief for staff and the Board of Commissioners.

In reviewing the Strategic Transportation Corridors information – especially in comparison to the previous Strategic Highway Corridors planning maps and Currituck County's recently approved, citizen-driven Comprehensive Transportation Plan (CTP) – we are struck by glaring omissions of our most vital corridors connecting Northeast North Carolina to Hampton Roads and the Outer Banks.

The following points summarize Currituck County's review of and frustration with the proposed Strategic Transportation Corridors documents:

Omission of the NC 168-US 158 corridor connecting the Outer Banks to Hampton Roads, VA in STC

In the previous Strategic Highway Corridors vernacular, the NC 168-US 158 corridor was identified as a roadway critical to the region and the State. What has changed in only 2 years? If anything, its strategic value has *increased* due to steady tourism and population growth, not to mention ongoing seasonal traffic congestion.

Considering the descriptions criteria provided in the STC public presentation, the NC 168-US 158 corridor most certainly meets or exceeds the definition of a strategic corridor worthy of strong prioritization – in terms of system connectivity, mobility and economic prosperity. Note that this vital transportation corridor:

- Connects Northeast North Carolina's fastest growing, most-dense population base to an economic engine and urban core of Hampton Roads, Virginia
- Connects Northeast North Carolina to the Port of Virginia, Interstate 64 and two major airports
- Serves roughly 80% of the 7 million annual visitors to the Outer Banks
- Provides the primary hurricane evacuation route for the Outer Banks
- Accommodates significant commercial traffic for local and regional distribution networks

Given that the NC 168-US 158 corridor appears to meet the critical criteria of STC inclusion, it's perplexing that it didn't make the cut. Currituck County staff would like to review the precise scoring model and methodology used by NCDOT to provide the stratification and overall inclusion rankings to be included in the Strategic Transportation Corridors mapping and framework.

It was also noted by attending staff that Division 1 Engineer Jerry Jennings and NCDOT Board Member Malcolm Fearing urged the NCDOT staff present to include the NC 168-US 158 corridor in this planning process. They concur with Currituck County's stance that this transportation system is vital to the region and State and must be prioritized.

Omission of the Mid-Currituck Bridge & NC 168 – US 17 connector roads in STC

Two more projects of major importance to Currituck County were also omitted from the STC maps and planning documents: the Mid-Currituck Bridge and a new limited access roadway connecting US 17 and NC 168 through northern Camden and Currituck counties.

The Mid-Currituck Bridge, viewed alone or as a part of the above mentioned NC 168-US 158 corridor, remains an incredibly important infrastructure investment for the region and State on a connectivity, mobility and economic perspective. The ongoing, annual traffic congestion along this corridor and looming disaster of a major hurricane evacuation in the Outer Banks underscore the safety and mobility elements of this project.

Clearly, the Mid-Currituck Bridge would also provide significant economic benefits for the entire Northeast North Carolina region. In fact, the project obtained a perfect score in the STI scoring system in the economic competitiveness category.

Why isn't it included as a critical piece of the transportation system in the State, worthy of prioritization?

The other major omission in the STC planning process is a new facility connecting northern Camden County and Currituck County in the vicinity of Old Swamp Road / South Mills Road.

This new roadway would connect the US 17 corridor and the NC 168-US 158 corridor in a safer, more direct route. Currituck County officials had originally wanted this road in our Comprehensive Transportation Plan (CTP), but were rebuffed. We are in the process of working with Camden County to amend our CTP's to add it.

In response to a question about the inclusion of “new” facilities, NCDOT and Atkins Global representatives at the STC meeting in Edenton replied that the planning process was intended to cover only existing corridors, not new ones. This, of course, is in contrast to the SHC maps and planning process, which included the Mid-Currituck Bridge as a recommended improvement.

Why are new projects not relevant in the STC vernacular now, when they were in the previous SHC process? It would seem prudent in long-range planning and prioritization to identify future needs and solutions to existing problems through the consideration of new or upgraded facilities. Why is that not being done in the STC process?

The STC process, like the STI funding process, discounts or doesn’t consider Currituck’s unique needs

It’s certainly no surprise that Northeast North Carolina appears to suffer in the Strategic Transportation Corridors planning process. A strict adherence to specific data points will always skew to areas with more people, more transportation facilities and more growth.

Currituck County urges the application of common-sense and consideration of unique geographic and contextual factors – especially seasonal inundations from visitors and hurricane evacuation needs.

The STC process is not formally connected to the STI funding process

Finally, it strikes Currituck County as curious that there is no direct connection of the Strategic Transportation Corridors planning process to the Strategic Transportation Investments funding requirements for facility improvement projects as laid out by the NC General Assembly in 2012-13.

Without such a connection, how does NCDOT reconcile short-term data-driven decisions made within the STI framework with long-term planning considerations on these prioritized corridors?

Indeed, such a strong focus in NCDOT on strict formulaic outputs seems at odds with establishing a long-term vision and more common-sense approach to regional and interstate transportation planning.

Mrs. Morrow, please include and share the above comments for consideration of the Transportation Planning Branch, your consultants and the North Carolina Board of Transportation. We would also appreciate NCDOT sharing the data and methodology used in coming to the proposed corridor decisions.

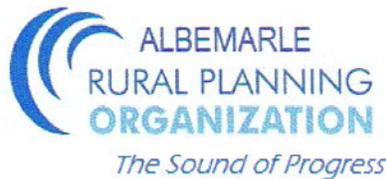
Thank you for your time and attention to these comments.

Sincerely,



Daniel F. Scanlon, II
County Manager

CC: Currituck County Board of Commissioners



Lloyd E. Griffin III
TAC Board Chair
Rhett White
TCC Board Chair

Angela M. Welsh
Director

November 17, 2014

Kerry Morrow
Statewide Plan Engineer
NCDOT- Transportation Planning Branch
1 South Wilmington St, Raleigh, NC 27601
1554 Mail Service Center
Raleigh, NC 27699-1554

Ms. Morrow,

In the early summer of this year, the NCDOT presented a draft of the recommended Strategic Transportation Corridors (STC) network. The STC was to replace the Strategic Highway Corridors (SHC) network adopted by the Board of Transportation in 2004. While the SHC network map included US158, US 168 and the Mid-Currituck Bridge, the draft recommended STC network did not include these routes.

During the presentations, those in attendance were asked to comment on the STC network and on June 18, 2014, the Albemarle Rural Planning Organization (ARPO) adopted the attached resolution in support of including US 158, US 168 and the Mid-Currituck Bridge on the (STC) network map. The resolution was forwarded to you soon after it was adopted.

Based on comments received, the study team re-evaluated the network maps and minor adjustments were made to the STC network map. However, US 168 and the Mid-Currituck Bridge were not added, as our resolution requested, and US 158 was only added to its intersection with US 17.

The ARPO supports the inclusion of US 158 east of US 17, US 168 and the Mid-Currituck Bridge on the STC network map for the following reasons:

- These corridors are vital for economic development in Northeastern North Carolina.
- US 158 and US 168 are primary evacuation routes for residents and visitors of the Outer Banks.
- The US 158 and US 168 corridors connect Northeastern North Carolina to one of only two deep water Ports on the east coast; the Port of Virginia, two major airports and the Hampton Roads Virginia region.
- The Mid-Currituck Bridge would serve as an alternate evacuation route for residents and visitors of the Outer Banks, as well as reduce congestion, create jobs and additional tax revenues, from tolls, for the State.

We also believe the addition of US 158 east of US 17, US 168 and the Mid-Currituck Bridge to the STC network map fully supports the Board of Transportation's vision "that North Carolina should have an identified network of high-priority, integrated multimodal transportation corridors comprised of facilities that interconnect statewide and regional transportation-dependent activity centers, to enhance economic development, promote highly reliable and efficient mobility and accessibility, and support good-decision making."

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized 'G' followed by a horizontal line that loops back under the 'G'.

Lloyd E. Griffin III
ARPO TAC Chair



Currituck County Agenda Item Summary Sheet

Agenda Item Title

Consideration of Beach Rescue and Courtesy Patrol Service Contract

Brief Description of Agenda Item

The current two year Beach Rescue and Courtesy Patrol Service Contract expires December 31, 2014. The Service Contract was placed for bids for a four year term. We received responsible submittals from Corolla Ocean Rescue, Inc. (the current contract service provider) and Lighthouse Resort Services, Inc. Lighthouse Resort Services, Inc. is the apparent low bidder.

Board Action Requested

Action

Person Submitting Agenda Item

Dan Scanlon, County Manager

Presenter of Agenda Item

Dan Scanlon, County Manager

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the 1st day of January, 2015 between the **County of Currituck** (hereinafter "County") and _____
_____ (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 A and the Courtesy Patrol Services attached hereto in the Exhibit B 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:

		2015
		2016

		2017
		2018

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, 2015 through December 31, 2018. 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 Exhibits 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:

(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: _____
Clerk to the Board of Commissioners

By: _____ (SEAL)

Attest:

NAME OF CORPORATION

By: _____

By: XXXXXXXXXXXXXX (SEAL)

Mary Doe, Secretary

John Doe, 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 A

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 CONTRACTOR and 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, 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. 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. 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 J: Ocean Sands Section B access

REGION K: Ocean Sands Section D access

REGION L: Ocean Sands Section F access

REGION M: Ocean Sands Section O access

REGION N: Ocean Sands Section P access

REGION O: Pine Island Bathroom public access

REGION P: Pine Island Hampton Inn access

The CONTRACTOR shall provide two additional lifeguard stations 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. 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 final Sunday in June to the first Sunday in August.

REGION Q: Crown Point access

REGION R: Ocean Hill Bismarck Avenue access

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 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.
 7. After August 15th, manned hours may decrease by as much as one half until the Monday following Labor Day.
 8. 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.
 9. 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 "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.

EXHIBIT B

General Requirements for Courtesy Patrol Services

Scope of Work

1. In light of the growing number of visitors, the addition and enforcement of the unattended items ordinance, and the increase in businesses, a courtesy patrol is hereby added to the service contract.
2. The courtesy patrol would entail two employees who would patrol the south beach from 11 am-3pm from Sunday to Wednesday, for the months of June, July, and the first week of August. They would be equipped with rescue equipment and a radio in case of emergency, but their primary mission would be to educate the general population about the following:
 - Laws and ordinances, including unattended items; bonfires; red flags; dogs; fireworks; turtles; and wild horses;
 - Educational information related to the dunes and why it is important to keep off the dunes; rip current information;
 - General information regarding local events and sites to visit in the area; SEAL and JUNIOR LIFEGUARD programs; Wildlife Education Center classes; Whalehead Club events; locations of beach access points and parking lots; location of lifeguard stands and patrol questions, etc.
 - Potential ocean hazards when applicable

These positions would be assigned to cover the whole beach with an emphasis on highly-populated areas. The people eligible to serve in this capacity should be senior staff selected by management as personable, tactful, knowledgeable, and articulate. These selected employees will wear the ocean rescue uniform under a collared shirt and board shorts to promote a professional appearance. The individuals performing the work under this agreement are supervised by contractor and the chain of command for requests/reports/queries, etc. from the County flows through the office of the contractor. All information pamphlets regarding the laws, County Ordinances, etc. are supplied by the County to contractor for distribution by the Courtesy Patrol staff.

Beach Rescue Services

Calendar Year	Current Contract	Corolla Ocean Rescue, Inc.	Lighthouse Resort Services, Inc.
2014			
Base contract	650,127		
Courtesy Patrol	9,260		
	659,387		
2015		672,500	649,000
2016		675,000	661,980
2017		680,000	675,220
2018		680,000	688,724



Diff.

(23,500)

(13,020)

(4,780)

8,724

(32,576)



Currituck County Agenda Item Summary Sheet

Agenda Item Title

Consideration of Applications to withdraw monies from the North Carolina Education Lottery for school capital repairs.

Brief Description of Agenda Item

A portion of the proceeds from the N C Education Lottery are credited to the Public School Building Capital Fund maintained by the Secretary of Revenue. Use of the lottery proceeds are restricted for capital projects including the planning, construction, enlargement, improvement, repair or renovation of public school buildings and for the purchase of land for public school buildings. A joint Board of Commissioners and Board of Education application is required to access these funds. The Board of Education has identified the following needs which they would like to address by requesting a drawdown of N C Education Lottery funding.

Replace the gym roof at Central Elementary School	\$75,000
Replace (2) gym HVAC units at Moyock Elementary School	\$90,000
Replace (2) auditorium HVAC units at Currituck Middle School	\$75,000

Board Action Requested

Action

Person Submitting Agenda Item

Currituck County Board of Education

Presenter of Agenda Item

Dan Scanlon, County Manager

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Currituck
LEA: Currituck County School
Address: 2958 Caratoke Highway

Contact Person: Laurie Trussell
Title: Finance Officer
Phone: 252-232-2223

Project Title: Gym Roof
Location: Central Elementary School
Type of Facility: Elementary School (Grades K-5)

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Replace gym roof at Central Elementary School.

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	75,000.00
Repair _____	_____
Debt Payment / Bond Payment _____	_____
TOTAL _____	\$ 75,000.00

Estimated Project Beginning Date: Oct. 2014 Est. Project Completion Date: June 2015

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 75,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)
William J. ... 10/14/14

(Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Currituck
LEA: Currituck County School
Address: 2958 Caratoke Highway

Contact Person: Laurie Trussell
Title: Finance Officer
Phone: 252-232-2223

Project Title: Gym HVAC Units
Location: Moyock Elementary School
Type of Facility: Elementary School (Grades K-5)

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Replace (2) gym HVAC units at Moyock Elementary School.

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	90,000.00
Repair _____	_____
Debt Payment / Bond Payment _____	_____
TOTAL _____	\$ 90,000.00

Estimated Project Beginning Date: Sept. 2014 Est. Project Completion Date: June 2015

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 90,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)
William L. ... 10/14/14

(Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Currituck
LEA: Currituck County School
Address: 2958 Caratoke Highway

Contact Person: Laurie Trussell
Title: Finance Officer
Phone: 252-232-2223

Project Title: Auditorium HVAC Units
Location: Currituck Middle School
Type of Facility: Middle School (Grades 6-8)

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Replace (2) auditorium HVAC units at Currituck Middle School.

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	75,000.00
Repair _____	_____
Debt Payment / Bond Payment _____	_____
TOTAL _____	\$ 75,000.00

Estimated Project Beginning Date: Sept. 2014 Est. Project Completion Date: June 2015

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 75,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)
William L. ... Ed. D. 10/14/14
(Signature — Chair, Board of Education) (Date)



Currituck County Agenda Item Summary Sheet

Agenda Item Title

Rate Modification for Mainland Water Revenue Bonds

Brief Description of Agenda Item

This is phase II of the rate modification for the Mainland Water Revenue Bonds. In October 2014, the County modified \$9,500,000 of the outstanding balance of the bonds to construct the Mainland Water Reverse Osmosis Plant from a rate of 4.09% to 2.98%. This was a cost savings of \$915,194 over the remaining term of the loan. In order to keep this debt bank qualified this had to be done in two phases over two calendar years. This request is for approval to modify the rate on the remaining \$6,415,000 from the existing 4.09% rate to 2.98%, which will save an additional \$509,129 in interest over the remainder of the loan. The closing date for this rate modification will be after January 1, 2015.

Board Action Requested

Action

Person Submitting Agenda Item

Sandra Hill

Presenter of Agenda Item

Dan Scanlon

5130 Parkway Plaza Blvd.
 Charlotte, N.C. 28217
 (704) 954-1700
 Fax (704) 954-1799

November 21, 2014

Ms. Sandra Hill
 Finance Director
 County of Currituck
 153 Courthouse Road, Suite 101
 Currituck, North Carolina 27929

Dear Sandra:

Branch Banking and Trust Company (“BB&T”) is pleased to offer this proposal for the modification of the County’s water revenue bond, as requested by the County of Currituck, (the “County”).

- (1) **Project:** Refunding of the County’s water revenue bond
- (2) **Amount to Be refinanced:** approximately \$6,415,000.00
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

Contract #	Maturity	Rate
9933003598-00001	3-20-2028	2.98%

The amortization shall be amended to reflect the new interest rate and payments shall be adjusted accordingly. Interest accrued since the last payment date may need to be paid if required by the LGC or BB&T to effect the refunding.

The interest rate stated above is valid for a closing not later than 45 days from today.

Remuneration for our legal review expenses and underwriting for this financing transaction shall be \$7,500.00. BB&T will waive the 1% prepayment premium upon modification.

- (4) **Financing Documents:**

BB&T and its counsel shall prepare the modification documentation for the County. Closing shall occur as soon as is reasonable with the County and BB&T subject to the LGC review and acceptance.

* * *

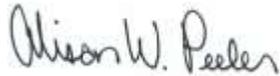
BB&T shall have the right to renegotiate or cancel this offer by notifying the County of its election to do so (whether or not this offer has previously been accepted by the County) if at any time prior to the closing there is a material adverse change in the County’s financial condition if we discover

adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the County or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T.

Please call me at (336) 376-0254 with your questions and comments.

Sincerely,

BRANCH BANKING AND TRUST COMPANY

A handwritten signature in cursive script that reads "Alison W. Peeler".

Alison W. Peeler
Senior Vice President

Enclosure

Resolution Approving Terms of Re-financing

WHEREAS, Currituck, North Carolina (the "County") has determined to change the terms of the Payment Schedules to that Financing Agreements and Deed of Trusts (the "Original Agreement") granted to F. Louis Loyd, III (the "Deed of Trust Trustee") for the benefit of Branch Banking and Trust Company ("BB&T") for contract # 9933003598-00001 and

WHEREAS, the changes to the terms of the Payment Schedule include revising the interest rates on \$6,415,000 of the loan from 4.09% to 2.98% for loans 00001 maturing on March 20, 2028; and

NOW, THEREFORE BE IT RESOLVED by the governing body of the County of Currituck, North Carolina that the proposed changes to the Payment Schedule of the Original Agreement are hereby approved and the officers designated to sign financing documents are hereby authorized and directed to take such action as may be necessary to effectuate such changes. All other terms and conditions of the Original Agreement and the Payment Schedule thereof remain in full force and effect.

Adopted this ____ day of _____ 2014

Attestation:

By: _____
Clerk

By: _____
Manager

SEAL



Currituck County Agenda Item Summary Sheet

Agenda Item Title

Parks and Recreation and Tourism Advisory Board

Brief Description of Agenda Item

Nomination and approval of appointees: Recreation Advisory Board-to fill the unexpired term of Mike Payment, who resigned his Advisory Board seat after being elected to sit as a Commissioner.

Tourism Advisory Board-Nomination of Daniel Pennington-Was appointed one month prior to fulfillment of the unexpired term to which he was appointed. Needs to be reappointed to a full-term expiring in November, 2016.

Board Action Requested

Action

Person Submitting Agenda Item

Leeann Walton, Clerk to the Board

Presenter of Agenda Item

Board Appointments

RECREATION ADVISORY BOARD
2 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of 1st Appointment	End of Term
Ryan Hodges	District 1		Vance Aydlett	2/17/2014	Unexpired Term January 2016
Neel Smith	District 2		David Griggs	1/17/2012	1st Term January 2015
Michael Payment**	District 3		Butch Petrey	1/22/2013	1st Term January 2016
Janet Rose	District 4		Paul Beaumont	1/17/2012	1st Term January 2015
Charles Pickell	District 5		Marion Gilbert	1/22/2013	2nd Term January 2016
Bill Freethy	At-Large		Paul Martin	1/22/2013	2nd Term January 2016
Cynthia Hampton	At-Large		Paul O'Neal	1/17/2012	2nd Term January 2015

Commissioner Payment to appoint a member to serve his unexpired term due to his resignation from the Recreation Advisory Board.

Commissioner Beaumont



Currituck County Agenda Item Summary Sheet

Agenda Item Title

Parks and Recreation and Tourism Advisory Board

Brief Description of Agenda Item

Nomination and approval of appointees: Recreation Advisory Board-to fill the unexpired term of Mike Payment, who resigned his Advisory Board seat after being elected to sit as a Commissioner.

Tourism Advisory Board-Nomination of Daniel Pennington-Was appointed one month prior to fulfillment of the unexpired term to which he was appointed. Needs to be reappointed to a full-term expiring in November, 2016.

Board Action Requested

Action

Person Submitting Agenda Item

Leeann Walton, Clerk to the Board

Presenter of Agenda Item

Board Appointments

TOURISM ADVISORY BOARD
2 Year Terms

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Jay Bender	District 1		Vance Aydlett	Appointed 12/2/2013	1st Term November 2015
Wanda Beasley	District 2		David Griggs	Appointed 2/18/2013	1st Term November 2015
Ted Jagucki	District 3		Butch Petrey	Appointed 11/21/11	1st Term November 2014
Daniel Pennington**	District 4		Paul Beaumont	10/06/14	Unexp. Term November 2014
Janice Farr	District 5		Marion Gilbert	Appointed 7/2/12	1st Term June 2015
Mike Martine	At-Large		Paul Martin	Appointed 12/3/12	1st term November 2015
Leslie Daughtry	At-Large		Paul O'Neal	Appointed 1/3/2012	1st Term January 2015

**Daniel Pennington filled unexpired term thru November, 2014. Can be reappointed, serving his first full 2-year term.



Currituck County Agenda Item Summary Sheet

Agenda Item Title

Board of Adjustment and Planning Boards

Brief Description of Agenda Item

Board of Adjustment terms expiring December 31, 2014. All members can be reappointed.

Planning Board member terms expiring December 31, 2014.

Jane Overstreet-Board Consensus, Outer Banks-reappointment

Robert Bell-Board Consensus, Mainland-Reappointment

Steven Craddock, District 2, Reappointment

Clay Cartwright, District 4, Reappointment

John Cooper, District 3, Reappointment

Need to be replaced: Jim Clark, District 1, and Fannie Newbern, At-Large

Board Action Requested

Action

Person Submitting Agenda Item

Leeann Walton, Clerk to the Board

Presenter of Agenda Item

Board Appointments

BOARD OF ADJUSTMENT

Incumbent	Nominated by	New Appointee	Nominated by	Date of Appointment	End of Term
Donna McCloud-Alternate	District 1		Vance Aydlett	6/17/2013	Unexpired Term 12/31/2014
Shay Ballance-Alternate	District 2		David Griggs	2/18/2013	1st Term 12/31/2015
Theresa Dozier	District 3		Butch Petrey	1/24/2014	2nd Term 12/31/2016
David Palmer	District 4		Paul Beaumont	1/24/2014	1st Term 12/31/2016
Cameron Tabor	District 5		Marion Gilbert	1/24/2014	1st Term 12/31/2016
Mike Painter	At Large		Mike Hall	8/20/2012	1st Term 12/31/2014
Vivian Simpson	At-Large		Paul O'Neal	1/17/2012	1st Term 12/31/2014

Can Be Reappointed

PLANNING BOARD
2 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
Steven Craddock	District 2		David Griggs	January 2013	Unexpired Term 12/31/2014
John Cooper	District 3		Mike Payment	January 2012	1st Term 12/31/2014
Daniel Cartwright	District 4		Paul Beaumont	January 2012	1st Term 12/31/2014
Carol Bell	District 5		Marion Gilbert	January 2013	1st Term 12/31/2015
Fannie Newbern**	At-Large		Mike Hall	January 2012	2nd Term 12/31/2014
John Wright	At-Large		Paul O'Neal	January 2013	2nd Term 12/31/2015
Jane Overstreet	Outer Banks		Consensus	December 2013	Unexpired Term 12/31/2014
Bobby Bell	Mainland		Consensus	January 2012	1st Term 12/31/2014

Can Be Reappointed

Need to Be Replaced**



Currituck County Agenda Item Summary Sheet

Agenda Item Title

Approval of Minutes

Brief Description of Agenda Item

Approval of minutes for Regular meeting of the Board of Commissioners, November 17, 2014.

Board Action Requested

Action

Person Submitting Agenda Item

Leeann Walton, Clerk to the Board

Presenter of Agenda Item

Consent Agenda



**CURRITUCK COUNTY
NORTH CAROLINA**

November 17, 2014
Minutes
Meeting of the Board of Commissioners

The Board of Commissioners met at 7:00 PM for a regularly scheduled meeting in the Board Meeting Room of the Historic Courthouse with the following members present: Board Chairman Paul O'Neal, Vice-Chairman Paul Martin and Commissioners Marion Gilbert, Vance Aydlett, Butch Petrey, Paul Beaumont, and David Griggs. Staff included County Manager Dan Scanlon, County Attorney Ike McRee and Planning Director Ben Woody.

Chairman O'Neal called the meeting to order at 7 PM, and announced the reception that was held at the Historic Courthouse prior to the regular meeting to honor outgoing Commissioners Petrey and Martin.

- A) Invocation**
- B) Pledge of Allegiance**

Reverend Dawne Hollis of Mt. Zion United Methodist Church gave the invocation and led the Pledge of Allegiance.

C) Approval of Agenda

Commissioner Gilbert moved to approve the agenda. Commissioner Martin seconded and the motion carried unanimously.

Approved Agenda

5:30 - 6:30 PM Reception for Outgoing Commissioners

7:00 pm Call to Order

- A) Invocation-Reverend Dawne Hollis, Mt. Zion United Methodist Church
- B) Pledge of Allegiance-Reverend Dawne Hollis, Mt. Zion United Methodist Church
- C) Approval of Agenda
- D) Public Comment

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

Administrative Reports

A) Presentation-School Capacity and Residential Development Public Hearings

- A) Closure of Coral Lane, Walnut Island, Grandy**
- B) Renaming of the Whalehead Club and Currituck Heritage Park, Corolla**
- C) Public Hearing and Action: PB 14-25 Wilbur Griggs Sand Mine:** Request for a use permit to operate an extractive industry (13.2 acre sand mine) on property owned by Bittersweet Farms, LLC located in Powells Point at 8528 Caratoke Highway, Tax Map 124, Parcel 137J, Poplar Branch Township.

- D) **Public Hearing and Action: PB 14-27 Bissell Professional Group:** Request to amend the Unified Development Ordinance Chapter 5: Development Standards, and Chapter 6: Subdivision and Infrastructure Standards, to modify the street intersection standards of the UDO.
- E) **Public Hearing and Action: PB 14-26 Old Bay Ridge:** Request for a preliminary plat/use permit for a 5 lot subdivision located in Currituck on the east side of Tulls Creek Road, approximately 600 feet north of Brumsey Road, Tax Map 49, Parcel 82C, Crawford Township.
- F) **Public Hearing and Action: PB 14-16 Lake View at Currituck** Development Agreement - Request for a development agreement between Currituck County and Survey Road, LLC for property located in Moyock on Survey Road west of the intersection with Caratoke Highway, Tax 15, Parcel 83, Moyock Township.
- G) **Public Hearing and Action: PB 14-16 Lake View at Currituck** PUD Variance - Variance request from the Unified Development Ordinance under which the development plan is vested to allow modified setbacks. The property is located at 120 Survey Road, adjacent to Eagle Creek subdivision, Tax Map 15, Parcel 83, Moyock Township.
- H) **Public Hearing and Action: PB 14-16 Lake View at Currituck** Amended Preliminary Plat/Use Permit - Request for an amended preliminary plat/use permit for 146 residential lots and 7.21 acres of commercial allocation located on Survey Road adjacent to Eagle Creek subdivision, Tax Map 15, Parcel 83, Moyock Township.

New Business

A) Consent Agenda:

- 1. Approval of Minutes for November 3, 2014
- 2. Budget Amendments
- 3. 2012 CDBG Language Access Plan
- 4. Surplus Resolution-EMS
- 5. Tax Department-2014 Order of Collections
- 6. Firemen's Relief Fund Officers; Carova Beach VFD, Corolla VFD, Crawford VFD, Knotts Island VFD, Moyock VFD, Lower Currituck VFD

B) Commissioner's Report

C) County Manager's Report

Adjourn

D) Public Comment

Chairman O'Neal opened the public comment period.

Mary Etheridge, Shawboro, discussed litigation her family has been in with the county since December, 2011, regarding approval of a junkyard behind her home. She wants to let citizens know that the same thing can happen to them, and the lawsuit has cost thousands of dollars. She would like some compensation from the County. Attorney McRee recounted the court ruling which stated that although the approval of the junkyard was determined to be illegal spot zoning, no attorney fees were awarded. Commissioner Martin asked, legally, if the Board could vote to consider a payment, to which Mr. McRee said he would need to review the State constitutionality of the request.

Barbara Snowden, Currituck, announced the tree-lighting at 6 PM, Sunday, November 30th, at the Courthouse. She addressed the building of the proposed NC DOT Ferry Welcome Center, to be built in Currituck at the Knotts Island ferry dock in Currituck, near the Historic Courthouse. She recounted comments from citizens, saying people feel the building does not fit in with the character of the community. She has sent petitions to Malcolm Fearing of NC Department of Transportation (NCDOT), and would like to have a resolution passed so changes can be made to the design, making it fit better within the community. She does not want the building to dominate the Historic Courthouse. County Manager Scanlon passed on comments from DOT, who felt they had made a good faith effort after meeting with Mrs. Snowden. There was Board discussion as to the design of the building, including concerns about the purpose of a toll booth.

After discussion, Commissioner Aydlett moved to contact state representatives and Secretary Tata to request discussion for implementation of a design that fits better within the community. Commissioner Martin seconded, and the motion carried unanimously.

Mary Simmons, Moyock, had attended the tournament held at the new soccer fields in the Maple complex on opening day and wants to applaud Commissioners for funding the facility. She would like the county to allow food trucks for large events, as the lines at concessions were very long. She also does not approve of the current DOT Ferry Welcome Center design.

John Elliott, Grandy, said his neighbor is filing complaints against him for performing a hobby on nights and weekends in his garage. He feels the County Attorney and his neighbor are ganging up on him, levying fines, and not treating him fairly. Mr. McRee recounted how a determination was made that Mr. Elliott is running a business, causing citations to be issued, as a business is not permitted on the property and Mr. Elliott will not cease the activity. Mr. McRee said he will speak to Mr. Elliott's attorney to discuss the matter.

Bill Richardson, Grandy, said he is the neighbor to whom Mr. Elliott refers. Mr. Richardson went on to speak to the Ferry building design, stating he was the one who initiated the emails requesting a redesign. He said the design and the process is what bothers people, not the building itself. He discussed the need to preserve character, and questioned the vetting, stating he believed county staff and leaders were surprised. Mr. Richardson submitted his comments in writing to the Clerk to the Board.

Wende Shannon, Moyock, is a member of the Concerned Citizens of Moyock, and is concerned with the Moyock Small Area Plan and its use. She addressed the County allowing residential hookup to the wastewater plant, Moyock flooding, schools, and development. She feels the rural atmosphere is gone. Chairman O'Neal said many meetings were held to get public input for creation of the Moyock Small Area Plan. She asked how they can stop what's going on, and was informed that planning talks will begin at the beginning of next year.

Elliot Sauer, Currituck, thanked the Board for all they will do to try and help with the matter of the design of the new ferry building. He does not believe it fits in with the character of the area.

Sandra Justiss, Currituck, is currently restoring a historic house in the County on NC 168, and has worked on many historic homes and been on many boards and committees dealing with such. The courthouse loop has a great historic significance, and she feels the proposed Ferry Welcome Center does not fit. She questioned the toll area as a mark of things to come.

With no one else wishing to speak, Chairman O'Neal closed the Public Comment period.

Administrative Reports

A) Presentation-School Capacity and Residential Development

Ben Woody, Planning Director, explained how student capacities are calculated and tracked. He reviewed in detail how county staff and the school board determine needs, and discussed the implementation of new subdivisions into the calculations. He presented the current and projected capacity needs figures to the Board, stating the calculation formula has been found to be very accurate. There was discussion regarding absorption rates and when a determination of the need to build a new school is made. Mr. Scanlon said the School Capital Construction Fund, which is continuously funded for future construction, maintains funding should the need for a new school arise. There is usually a 5 year window from the determination of need in which to construct a new school. Chairman O'Neal recognized staff for their fiscal responsibility.

Public Hearings

A) Closure of Coral Lane, Walnut Island, Grandy

Attorney McRee reviewed the request for closure, and the previous adoption by the Board of the preliminary resolution. Brian Dailey is the property owner, which was inherited from his father. His father had assumed

the maintenance responsibility, along with an adjoining property owner, years ago at the request of Walnut Island. Mr. McRee explained this process was necessary in order for Mr. Dailey to complete the sale and transfer ownership.

Chairman O'Neal opened the public hearing. With no one wishing to speak, the hearing was closed, and Commissioner Petrey moved to approve the Resolution to close the Coral Lane cul-de-sac, Walnut Island subdivision, Block 2, Section 7, Poplar Branch Township. The motion was seconded by Commissioner Martin and carried unanimously.

B) Renaming of the Whalehead Club and Currituck Heritage Park, Corolla

Ray Meiggs, Whalehead Club Director, announced Christmas in Corolla and the "Night of a Thousand Stars" reading challenge. Mr. Meiggs spoke of Historic Corolla and he, along with Holly White of the Currituck County Planning Department, discussed the Corolla Small Area Plan, signage and wayfinding. Mr. Meiggs, based on input from marketing professionals, area business owners, the public, and residents, presented a few names to the Board for consideration. He reviewed the reasons why the name changes were important, and it was suggested that the Whalehead Club be changed to Whalehead and the Currituck Heritage Park changed to Historic Corolla Park. Commissioner Beaumont asked what operational costs might be incurred with the changes. Mr. Meiggs said those changes have been made already, as the Whalehead Club has been using the suggested name for some time on their marketing and letterhead. It is now a matter of new signage and what to put on them.

Chairman O'Neal opened the public hearing.

Barbara Snowden said she liked the new name and gave an historical account of how the names came to be in the first place. She said we need to make the site as welcoming as possible.

No one else wished to speak and Chairman O'Neal closed the public hearing.

Commissioner Aydlett moved to approve the name changes, Whalehead Club becoming Whalehead, and Currituck Heritage Park changing to Historic Corolla Park, as suggested, and Commissioner Griggs seconded the motion.

After the motion, Barbara Snowden explained to Chairman O'Neal how the site moved from honoring our hunting history to becoming more like museum. Mr. Meiggs added they will continue to expand the story and history of the County by implementing programs like maritime history and boat building.

C) Public Hearing and Action: PB 14-25 Wilbur Griggs Sand Mine: Request for a use permit to operate an extractive industry (13.2 acre sand mine) on property owned by Bittersweet Farms, LLC located in Powells Point at 8528 Caratoke Highway, Tax Map 124, Parcel 137J, Poplar Branch Township.

The parties were sworn, and Mr. Woody presented the request to the Board.

DATE: November 17, 2014
PB 14-25 Wilbur Griggs Sand Mine

ITEM: PB 14-25 Wilbur Griggs Sand Mine request for a use permit to operate an extractive industry (sand mining)
LOCATION: Powells Point - 8528 Caratoke Highway, Poplar Branch Township
TAX ID: 0124-000-137J-0000

ZONING DISTRICT: HI – Heavy Industrial
GB – General Business AG -
Agricultural

PRESENT USE: Inactive mining operation
Industrial storage area

OWNER: Bitterweeet Farms, LLC

APPLICANT: H.D. Newbern, III, F&H Land Development

	Land Use	Zonina
NORTH:	Industrial/Business/Residential/Undeveloped	HI/GB/AG
SOUTH	Residential/Warehouse/Industrial	GB/LI/AG
EAST:	Residential/Warehouse/Golf Course	GB/MXR/AG
WEST:	Albemarle Sound	N/A

LAND USE/ZONING OF SURROUNDING PROPERTY:

**LAND USE PLAN
CLASSIFICATION:**

The 2006 Land Use Plan classifies the site as Full Service and Conservation within the Point Harbor subarea.

SIZE OF SITE: 314.56 acres

COMMUNITY MEETING: A community meeting was held on August 25, 2014. The community concerns included impacts to land and water levels in existing, adjacent ponds, impacts of in use wells, application authority, and existing violations.

I. NARRATIVE OF REQUEST:

- H.D. Newbern, III submitted a use permit application to allow an unpermitted sand mine operation at 8528 Caratoke Highway on property owned by Bittersweet Farms, LLC. NCDENR issued a mining permit (27-50) and dewatering permit (NCG020000) for the Wilbur Griggs Sand Mine to Curtis S. Balance DBA Griggs Sand Company.
- A written request was submitted to NCDENR in August to transfer the permit ownership to H.D. Newbern, III.
- The proposed mining activities are located on a 314.56 acre tract. The total mine will consist of the following:
 - 12.29 acres existing excavation areas (boundary)
 - 0.80 acre proposed excavation expansion
 - The state permit was issued for a 13.2 acre sand mine and the applicant is requesting the county permit be issued for 13.2 acres as well.
- The applicant proposes to expand the mine by 0.80 acres and mine the existing pond to an expected average depth of 25 feet and a maximum depth of 30 feet. In addition, the proposed dewatering will be approximately 20 feet below the seasonal high water level.
- The property contains an existing cemetery and the existing excavation edge is located at or near the cemetery boundary. Current mine depths of 4-6 feet will be maintained within the 150' cemetery setback.
- In order to establish groundwater baseline measurements, the applicant will install four groundwater level monitoring wells as identified on the plan and two staff gauges in existing ponds (Foltz pond and Griggs field pond).
- The applicant will install enhanced ditching along the northeast permit boundary of the Griggs Sand Mine for use during dewatering activities.

- The applicant provided a written warranty for water supply wells located within 200 feet of the Griggs sand mine for 10 years. The warranty will include the repair or replacement of the pump and/or replacement and installation of a new well. In the event valid problems or complaints arise from the use of dewatering activities at Griggs Sand Mine, F&H Land Development will immediately cease dewatering operations until all problems have been resolved.
- The mining operation is bordered by the Harbinger Marshes that are identified as a significant natural heritage area.

II. USE PERMIT REVIEW STANDARDS: Use Permit Criteria and Staff Findings:

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

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

1. *The use will not endanger the public health or safety.*

Based on the suggested findings provided by the applicant, staff has determined it is probably true that the use will not endanger the public health or safety.

Suggested Findings:

- a. The sand mine area will only be accessible through a gated, private access road to prevent inadvertent public entry, controlled by operator and landowner.
- b. The mine will be screened from public view by distance and existing trees and foliage around all sides of the permit area.
- c. "No Trespassing" signs will be posted every 250 feet around the perimeter of the mine.
- d. Groundwater monitoring wells and pond level monitoring stations will be established on the lands east of the permit area to monitor and help prevent possible adverse effects of excavation activities to the water table.

2. *The use will not injure the value of adjoining or abutting lands and will be in harmony with the area in which it is located.*

Based on the suggested findings provided by the applicant, staff has determined it is probably true that the use will not injure the value of adjoining or abutting lands and will be in harmony with the area in which it is located.

Suggested Findings:

- a. The excavation area is located 2,900 feet from the nearest public highway and 1,750 feet from the nearest dwelling.
- b. The permit area is located behind an existing visual screen of full-growth trees, fields, and wetlands on all sides.
- c. Current primary use of property is industrial (Barnhill Contracting storage yard 1,400 feet east) and agricultural. The proposed use will not decrease value of the site or that of adjacent properties.
- d. The permit area is located in lightly populated HI (Heavy Industrial) zoned area. Sand mining is an accepted use in the HI zone with a use permit.

- e. Griggs Sand Mine will conform to the harmony of area by use of foliated perimeter berms and full ground cover on affected areas during and after use.

At the end of the use a reclaimed pond will serve as wildlife habitat and recreational addition to the landowner's property.

3. *The use will be in conformity with the Land Use Plan or other officially adopted plan.*

Based on the suggested findings, staff has determined it is probably true that the use will be in conformity with the Land Use Plan or other officially adopted plans.

Suggested Findings:

The 2006 Land Use Plan classifies this site as Full Service and Conservation within the Point Harbor subarea. Although a majority of the proposed mining operation is located within the Full Service area, a small portion of the existing operation is located in the Conservation subarea. With respect to nonresidential uses in the Full Service area, it is essential that the existing community character be preserved. The policy emphasis for the Point Harbor subarea in the LUP is to allow portions of Point Harbor to continue to evolve as a full service community with policies that will work to preserve and enhance the appearance along US 158, place stricter controls over mining to assure that such operations do not adversely impact nearby areas, cluster retail and service businesses, require vegetated buffers around nonresidential uses to protect existing planned neighborhoods, require vegetated buffers along shorelines to preserve public access and open space, and coordinate with NCDOT for strategic placement of traffic signals along US 158.

The proposed use is in keeping with the policies of the plan, some of which are:

POLICY ID8: MINING ACTIVITIES, or secondary impacts of mining activities not subject to permit approval by the State of North Carolina, may be subject to review and management by Currituck County. Activities to be addressed may include, but not be limited to, the adequacy of roads serving the mine site, visual impacts during operation and after closing of the mine site, noise and dust considerations, etc.

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

Based on the suggested findings, staff has determined it is probably true that the use will not exceed the county's ability to provide adequate public facilities, including but not limited to schools, fire and rescue, law enforcement, and other county facilities.

Staff Findings:

- a. The access road to the mine permit area is a wide, paved, and gravel surfaced that permits full access to emergency or law enforcement vehicles.
- b. Permanent buildings and public utilities are not proposed in the permitted area.

III. TECHNICAL REVIEW COMMITTEE RECOMMENDATION:

Pursuant to the Unified Development Ordinance, the Technical Review Committee recommends conditional approval subject to the following permit conditions:

1. The 150 foot cemetery setback shall be properly marked and maintained during the mining activities. No excavation associated with this permit shall take place within the 150 setback. The existing significant vegetation located around the perimeter of the cemetery shall be preserved for stabilization and a visual screen.

2. Staff gauges shall be installed in existing ponds (Foltz pond and Griggs field pond) to monitor water levels. Measurements shall be collected monthly prior to commencing dewatering operations to establish baseline water levels and monthly thereafter with quarterly reports submitted to Currituck County until the mine is reclaimed.
3. Four groundwater level monitoring wells shall be installed in accordance with the Permit Area Mining Plan. Measurements shall be collected monthly prior to commencing dewatering operations to establish baseline water levels and monthly thereafter with quarterly reports submitted to Currituck County until the mine is reclaimed.
4. Construct and maintain enhanced ditching along the northeastern permit boundary of the mining operation for use during dewatering operations in accordance with the Permit Area Mining Plan and specifications.
5. In the event an in-use well is adversely affected within 2000 feet of the Wilber Griggs Sand Mine for a period of 10 years from the date the use permit is granted, dewatering operations shall cease until all problems related to the contamination or diminution of groundwater are resolved.

Item for the Board to consider:

6. The UDO allows mining activities from dawn to dusk Monday through Saturday. To reduce the traffic concerns, the board may include a condition that would prohibit hauling on Saturday from Memorial Day to Labor Day.

IV. PLANNING BOARD RECOMMENDATION:

Mr. Cartwright moved to approve PB 14-25 with the findings of fact, technical review committee recommendations, and staff recommendation included in the case analysis. Ms. Newbern seconded the motion and motion carried unanimously.

PLANNING BOARD DISCUSSION (10/14/14)

Mr. Cooper said even though the mine is not active there is a current state permit for it. Expanding the mine by 0.80 acres would still fall within the guidelines of the current state permit.

Ms. Voliva stated yes.

Mr. Cooper asked if the offsite pond, which will be used for monitoring, does the applicant have permission to use.

Ms. Voliva stated the applicant has provided written permission from the landowner.

Mr. Elliott provided an overview of the request. Quarterly reports will be provided to the county and the state.

Mr. Cooper asked about the dewatering process.

Mr. Elliott said the applicant will install enhanced ditching along the northeast permit boundary of the mine for use during dewatering activities.

Mr. Cooper said it is his understanding the applicant will install four groundwater level monitoring wells, and two staff gauges in existing ponds (Foltz pond and Griggs field pond).

Mr. Newbern talked about how the water will flow off the property during dewatering.

Mr. Wright asked what will happen if a future development should be proposed for the surrounding area.

Ms. Voliva said if a development should build up they will be aware that there is an active mine operating.

Ms. Ballance, co-manager of Bittersweet Farms, LLC said all the rules and regulations have been met she hopes the board will approve this request.

Mr. Ballance, co-manager of Bittersweet Farms, LLC hopes the board will approve this request.

Mr. Ray Griggs said this property is currently owned by Bittersweet Farms, LLC, which is a family business. The property was owned by his father and when he passed away it was given to his mother. Mr. Ray Griggs said his mother recently passed away and her estate has not been settled. Mr. Ray Griggs is asking the board to table this request until his mother's estate and legal litigation is settled.

Mr. Ken Griggs said he and his brother (Ray Griggs) are representing eleven out of thirteen members of the LLC. Mr. Ken Griggs is asking the board to table this request until his mother's estate and legal litigation is settled.

Mr. Cooper said it is the Planning Board's understanding that staff and the county are satisfied with the signatures on the application and it is considered a complete application.

Ms. Voliva said yes it is considered a complete application. One of the requirements of a complete application is that the owner signs it. The North Carolina Department of The Secretary of State office does list Pamela Ballance as one of the managing members of the LLC, so they have met the requirement of filing the application.

Mr. Ken Griggs said the board may want to talk to the county attorney before this request moves forward. Mr. Griggs said they did attend the community meeting and voice their concerns.

Mr. Cooper closed the public hearing.

ACTION

Mr. Cartwright moved to approve PB 14-25 with the findings of fact, technical review committee recommendations, and staff recommendation included in the case analysis. Ms. Newbern seconded the motion and motion carried unanimously.

After review, Commissioner Aydlett discussed staff use of the word "probably" as it related to some of the findings. Mr. Woody said it is a legal description, as the staff are not experts in that topic and cannot give complete assurance. Mr. McRee stated the finding of fact burden remains on the applicant. Commissioner Griggs expressed his concern about what burden is placed on the Board. He questions if the Board should make decisions based on staff recommendations or testimony from the applicant. Chairman O'Neal asked if the application was complete and if the applicant followed the UDO. Mr. Woody said yes. Commissioner Petrey clarified the current location of operations within the property and the expansion.

Chairman O'Neal opened the Public Hearing.

C. Shay Ballance, Jarvisburg, cleared up confusion based on the ownership of the mine, and stated his grandmother resigned as manager of Bittersweet Farms, LLC, and has not been an owner since 2012. Himself and his mother, Pam, are managers. He asks for approval.

H.D. Newbern, Jarvisburg, have been working on the conditional use permit and has all equipment necessary for monitoring of wells.

Jim Carnahan, representing his parents in Powells Point, whose property is adjacent to the mine. Mr. Carnahan expressed his wanting to safeguard his parents interests. He referenced the application and discussion, and wanted to ensure his parents' were protected. He said there was no statement as to what happens if things go bad, and noted the word "probably" was used often throughout the Technical Review

Committee meeting. He asks the County monitor water quality and drawdown, addressing the well and pond on his parents' property. Mr. Carnahan also discussed noise, the continuous water operations, and asks for County representation of their interests, as well as reasonable restrictions for the protection of other area residents.

The Board asked for confirmation of the location of the property, and Mr. Woody said the Planning Department would act as advocates for Mr. Carnahan's parents.

Ken Elliott, Elliot Consulting, Aydlett, stated they do not want to negatively affect any neighboring wells, and they preemptively installed well monitors. He discussed hydrological studies, and previous studies that were done on area mines, and felt those results were a fair indicator of what the reaction will be. Upon approval of the permit, water level measurements will begin immediately. He said they will construct and maintain enhanced ditching. Mr. Newbern has signed an agreement to be responsible for repair of any affected wells, along with immediate cessation of the dewatering process. Mr. Elliott reviewed standard practices for monitoring and submission of required reports. The applicant agrees to monitor noise levels, and said natural buffers will help to mitigate sound. He stated operations would run 24 hours, but not 365 days a year.

Commissioner Petrey addressed the dawn to dusk operating hours, and Commissioner Griggs asked if our County noise ordinance would apply. Mr. McRee said yes. Mr. Woody stated that, as written, we are locked into the dawn to dusk hours, but similar operations have not garnered any noise complaints. Commissioner Petrey did not want to approve until Mr. Carnahan's issues are addressed, and asked what guarantees could be put into place.

Commissioner Griggs asked about water levels, and was told that when the pumps are turned off the water levels go right back up. Chairman O'Neal asked who would advocate on behalf of Mr. Carnahan's family. Mr. Woody said the Planning Department will enforce and advocate based on the parameters of the use permit. Mr. Elliott said the state will address neighboring property issues as well, and agreed to work with the family.

Commissioner Petrey asked if the applicant was willing to adjust the dawn to dusk hours? Mr. Elliott said yes.

Everett Thompson, Elizabeth City, represents ten members of Bittersweet Farms, LLC, who have a lawsuit pending against Shay and Pam Ballance. Mr. Thompson stated Shay and Pam Ballance do not have a legal right to lease the property. He requests the matter be tabled until the suit has been settled, as the lease assignment is not valid.

Chris Seawell, Manteo, represents the managers of Bittersweet Farms, LLC, and asked the Board to consider the request under the ordinance, and not on the basis of court proceedings. Mr. McRee clarified the proper applicant is before the Board and the matter should be considered as presented.

With no further discussion, Chairman O'Neal closed the public hearing.

Commissioner Martin moved to approve PB 14-25 with staff findings and recommendations. Particularly, the hours of operation be limited to 7 AM till 7 PM, operations to cease on weekends from Memorial Day to Labor Day, a warrantee or guarantee for neighboring wells, all monitoring findings be shared with neighbors, as requested, and Mr. Woody, as Planning Director, would be overseer. The motion was seconded by Commissioner Petrey and carried unanimously.

D) Public Hearing and Action: PB 14-27 Bissell Professional Group: Request to amend the Unified Development Ordinance Chapter 5: Development Standards, and Chapter 6: Subdivision and Infrastructure Standards, to modify the street intersection standards of the UDO.

Mr. Woody reviewed the text amendment, requesting modifications.

To: Board of Commissioners

From: Planning Staff

Date: October 21, 2014

Subject: PB 14-27 Street Intersection Separation Standards

The enclosed text amendment submitted by Bissell Professional Group modifies the street intersection separation standards of the UDO. Currently all intersections must be separated by 400 feet, and all intersections with a major arterial street must be separated by 1,000 feet.

As the county continues to see growth, it is becoming more difficult for developments to meet the current separation standards as adjacent developments or environmentally sensitive areas may prevent new streets from being installed in logical and safe areas. The county also allows for more clustered and smaller lot development through MXR and Planned Development zoning, and conservation subdivisions. Due to the smaller lot sizes, it is often impractical to require the intersections to be 400 feet apart.

Staff has worked with Bissell Professional Group on this application and has prepared language that reduces the separation standards. Under this proposal, the separation of intersections is based off the type and speed limit of the street. Interior subdivision streets typically do not need a large separation in order to maintain safe vehicular travel; while intersections on heavily traveled streets with high speed limits do need a wider separation in order to provide for adequate reaction time. NCDOT has reviewed the proposed language and has found it to be more conservative than their standards.

Staff recommends approval of this request as it:

- II. Is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans;

POLICY HN3: Currituck County shall especially encourage two forms of residential development, each with the objective of avoiding traditional suburban sprawl:

- OPEN SPACE DEVELOPMENTS that cluster homes on less land, preserving permanently dedicated open space and often employ on-site or community sewage treatment. These types of developments are likely to occur primarily in the Conservation, Rural, and to a certain extent the Limited Service areas identified on the Future Land Use Map.
- COMPACT, MIXED USE DEVELOPMENTS or DEVELOPMENTS NEAR A MIXTURE OF USES that promote a return to balanced, self-supporting community centers generally served by centralized water and sewer. The types of development are contemplated for the Full Service Areas identified on the Future Land Use Map.

2. Is not in conflict with any provision of this UDO or the County Code of Ordinance;

- Addresses a demonstrated community need;
- Is consistent with the purpose and intent of the zoning districts in the UDO, or would improve compatibility among users and ensure efficient development within the county;
- Would result in logical and orderly development pattern; and
- Would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

The Planning Board recommended unanimous approval at their October 14, 2014 meeting.

PLANNING BOARD DISCUSSION (10/14/14)

Ms. Overstreet asked how this request will affect NC12.

Mr. Schuler said it would reduce the current standards of the UDO as it applies to NC12 now. When you get up to 55 mph there is a 1000 foot separation, but the county does allow this to be reduced as the speed limit goes down.

Ms. Overstreet asked if this will change any of the existing driveways or intersections that are on NC12 now. Mr. Schuler said no, it would apply to new development.

Mr. Cooper asked how this would affect the 120 foot lots on NC12.

Mr. Schuler said the proposed language allows for the Planning Director to reduce the standards upon advice from NCDOT, exactly like the driveway standards.

Mr. Bissell complimented Mr. Schuler on doing a good job with this text amendment. The current UDO does not provide an opportunity for an exception to the standard.

Mr. Cooper closed the public hearing.

ACTION

Mr. Cooper moved to approve PB 14-27 due to its consistency with the 2006 Land Use Plan and that the request is reasonable and in the public interest and promotes orderly growth and development. Ms. Bell seconded the motion and motion carried unanimously.

After review, Chairman O’Neal opened the public hearing.

Mark Bissell, Kitty Hawk, said the staff did a great job with the text amendment. He agreed current requirements are restrictive and offered to answer questions.

Chairman O’Neal closed the public hearing and confirmed with Mr. Woody that the County is using best practices in transportation engineering. Commissioner Petrey moved to approve PB 14-27 due to its consistency with the Land Use Plan and that the request is reasonable and in the public interest because it encourages a compact street network, policy HN3. Commissioner Martin seconded, and the motion carried unanimously.

- E) **Public Hearing and Action: PB 14-26 Old Bay Ridge:** Request for a preliminary plat/use permit for a 5 lot subdivision located in Currituck on the east side of Tulls Creek Road, approximately 600 feet north of Brumsey Road, Tax Map 49, Parcel 82C, Crawford Township.

Parties were sworn in, after which Mr. Woody presented and reviewed the application for a use permit.

CASE ANALYSIS FOR THE

Board of Commissioners DATE: November 17, 2014 PB 14-26 Old Bay Ridge

- ITEM:** PB 14-26 Old Bay Ridge, Preliminary Plat/Use Permit for a 5 lot residential subdivision.
- LOCATION:** Currituck, approximately 600 feet north of Brumsey Road on the east side of Tulls Creek Road, Crawford Township.
- TAX ID:** 0049-000-082C-0000

ZONING DISTRICT: Single-Family Mainland (SFM)

PRESENT USE: Undeveloped, wooded site

OWNER/ APPLICANT:

H. Kim Old PO Box 428
Moyock, NC 27958

LAND USE/ZONING OF SURROUNDING PROPERTY:

	Land Use	Zoning
NORTH:	Undeveloped/farmland/Residential (Wedgewood Lakes Subdivision)	SFM
SOUTH	Residential	SFM
EAST:	Undeveloped/Farmland/Residential (Brumsey Landing Subdivision)	SFM
WEST:	Residential	SFM

LAND USE PLAN CLASSIFICATION:

The 2006 Land Use Plan classifies the site as a Limited Service Area within the Courthouse subarea.

SIZE OF SITE: 13.5 acres (total tract)

NUMBER OF UNITS: 5 Residential lots

PROJECT DENSITY: .37 units per acre

OPEN SPACE: 4.05 acres required open space (30% of the total tract)
6.66 acres provided open space

UTILITIES: The individual lots will be served by county water and on-site septic systems.

III. NARRATIVE OF REQUEST:

- The property owner is requesting preliminary plat/special use permit approval of a 5 lot residential subdivision with an overall project density of .37 units per acre.
- This subdivision is considered a Type II major as the property is located on the same parent parcel as other major subdivisions, Brumsey Landing and Brumsey Ridge.
- Of the 13.5 acres, 6.32 acres are wetlands. A 50 foot wetland buffer is required around the wetlands and is located within the proposed lots. Due to the location of the wetlands and required buffer, the applicant is proposing to install the street (Jasons Trail) approximately 125 feet from an existing intersection. This is not meeting the UDO requirement of having all intersections be separated by 400 feet. However, the applicant has submitted a text amendment application (PB 14-27) that would allow for a reduction in the intersection spacing requirements. That text amendment application would have to be approved in order for this proposed subdivision to comply with the UDO.
- The applicant is proposing to keep a 5' landscaped buffer between the road right-of-way and the adjoining lot. Also, the applicant is proposing to preserve existing vegetation within Lot 2 along Tulls Creek Road.
- The applicant will identify any heritage trees within the proposed development area with the construction drawings. Any heritage trees located must comply with the tree protection standards of the UDO.
- Payment in lieu of parkland dedication is being proposed for this subdivision. The payment is in the amount of \$892.

IV. USE PERMIT REVIEW STANDARDS: Use Permit

Criteria and Staff Findings:

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

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

- *The use will not endanger the public health or safety.*
Based on the suggested finding provided by the applicant, staff has determined it is probably true that the use will not endanger the public health or safety.

Suggested Finding:

- The use will adhere to county health and safety standards, including recommendations made by Albemarle Regional Health Services, except for the one remote lot, no lot will connect directly to Tulls Creek Road. The project should not adversely affect the public health or safety.
- *The use will not injure the value of adjoining or abutting lands and will be in harmony with the area in which it is located.*
Based on the suggested findings provided by the applicant, staff has determined it is probably true that the use will not injure the value of adjoining or abutting lands and will be in harmony with the area in which it is located.

Suggested Findings:

- Tracts to the north and east have been developed into single family homes; the developable portion of this tract will be developed in a manner that is similar to other developments in the area. 50' wetland buffers are provided. A tree buffer to Tulls Creek Road is being provided along lot 2.
 - The use will not injure the value of adjoining or abutting lands and will be in harmony with the area.
3. *The use will be in conformity with the Land Use Plan or other officially adopted plan.*

Based on the suggested findings, staff has determined it is probably true that the use will be in conformity with the Land Use Plan or other officially adopted plans.

Suggested Findings:

The 2006 Land Use Plan classifies this site as Limited Service within the Courthouse subarea.

The Limited Service area identifies a residential base development density to be 1 unit per acre, but could be increased to 1.5 units per acre through overlay zoning depending upon services available and potential impacts on the surrounding area.

The policy emphasis for the Courthouse subarea indicates in areas where on-site wastewater is proposed and other County services are limited, development density should be limited to 1-2 units per acre. The proposed development density is 0.37 units per acre.

The proposed use is in keeping with the policies of the plan, some of which are:

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 and 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. For example, projects falling within the Full Services areas of the Future Land Use Map would be permitted a higher density because of the availability of infrastructure as well as similarity to the existing development pattern. Such projects could be developed at a density of two (2) or more dwelling units per acre. Projects within areas designated as Limited Service would be permitted a density of one (1) to one and one half (1.5) units per acre depending upon the surrounding development pattern and availability of resources. Projects within areas designated as Rural or Conservation by the Future Land Use Plan would be permitted a much lower density of 1 dwelling unit per 3 acres because of the lack of infrastructure in the area, the existing low density development pattern, and presence of environmentally sensitive natural areas.

POLICY PR6: All new residential development shall provide for ADEQUATE OPEN SPACE AND RECREATION IMPROVEMENTS including, as may be appropriate, funding in proportion to the demand created by the development. The amount of open space and improvements may be determined according to the number of dwelling units in the development and/or by a percentage of the total acreage in

the development. Fees in lieu of land dedication shall be based on the inflation adjusted assessed value of the development or subdivision for property tax purposes.

POLICY ES2: NON-COASTAL WETLANDS, including FRESHWATER SWAMPS, AND INLAND, NON-TIDAL WETLANDS, shall be conserved for the important role they play in absorbing floodwaters, filtering pollutants from stormwater runoff, recharging the ground water table, and providing critical habitat for many plant and animal species. Currituck County supports the efforts of the U.S. Army Corps of Engineers in protecting such wetlands through the Section 4042 permit program of the Clean Water Act, as well as Section 4013 water quality certifications by the State of North Carolina.

POLICY WQ5: Development that preserves the NATURAL FEATURES OF THE SITE, including existing topography and significant existing vegetation, shall be encouraged. If COASTAL AND NON-COASTAL WETLANDS are considered part of a lot's acreage for the purpose of determining minimum lot size or development density, Low Impact Development techniques or appropriate buffers shall be integrated into the development. Open space developments shall be encouraged to REDUCE IMPERVIOUS SURFACE AREAS associated with new development and redevelopment.

2. *The use will not exceed the county's ability to provide adequate public facilities, including, but not limited to, schools, fire and rescue, law enforcement, and other county facilities. Applicable state standards and guidelines shall be followed for determining when public facilities are adequate.*

Based on the suggested findings, staff has determined it is probably true that the use will not exceed the county's ability to provide adequate public facilities, including but not limited to schools, fire and rescue, law enforcement, and other county facilities.

Suggested Findings:

- a. Based on the student generation rates, this subdivision will generate the following students:
 - 1 elementary student
 - 0 middle school student
 - 1 high school student
- b. The proposed development will not exceed the county's ability to provide adequate public facilities

e. TECHNICAL REVIEW COMMITTEE RECOMMENDATION:

Pursuant to the Unified Development Ordinance, the Technical Review Committee recommends conditional approval of the proposed 5 lot residential subdivision with the following conditions:

f. PLANNING BOARD RECOMMENDATION:

Mr. Bell moved to approve PB 14-26 with the findings of fact and the technical review committee recommendations included in the case analysis. Ms. Bell seconded the motion and motion carried unanimously.

Use Permit Conditions

4. NCDOT must review and approve the proposed street layout prior to approval of the preliminary plat.
5. A 5' landscaped buffer shall be provided and maintained along the southern side of the proposed right-of-way.
6. Existing landscaping shall be preserved within Lot 2 along Tulls Creek Road.
7. Currituck County will accept payment in lieu of recreation and park area dedication in accordance with the UDO.

PLANNING BOARD DISCUSSION (10/20/14)

Mr. Bissell provided an overview of the project. Mr. Bissell said the area between Lots 1 and 2 there is an existing pond, which all the stormwater can be run too.

Ms. Bell asked if the 6.66 acres of open space provided could be changed to 6.67 acres.

Mr. Bissell said they could make that change. Mr. Cooper

asked if the fire flow will be okay.

Mr. Bissell said as long as they stay under 48,000 sq. ft. per lot they will be fine.

Mr. Old said the subdivision is single family zoning, the wetland delineation and site evaluations have been completed, and asking the board for approval.

Mr. Cooper closed the public hearing.

ACTION

Mr. Bell moved to approve PB 14-26 with the findings of fact and the technical review committee recommendations included in the case analysis. Ms. Bell seconded the motion and motion carried unanimously.

After review, Mr. Woody stated TRC and Planning Board recommend approval with conditions as stated. Chairman O'Neal opened the public hearing.

Mark Bissell, Kitty Hawk, stated that the Department of Transportation condition has been satisfied and that the other TRC conditions have been agreed to by the applicant.

The public hearing was closed and Commissioner Petrey moved to approve PB 14-26 with the staff findings and recommendations in the case analysis and reference specific findings and reasons using the case analysis as a guide. Commissioner Aydlett seconded, and the motion carried unanimously.

- F) Public Hearing and Action: PB 14-16 Lake View at Currituck Development Agreement - Request for a development agreement between Currituck County and Survey Road, LLC for property located in Moyock on Survey Road west of the intersection with Caratoke Highway, Tax 15, Parcel 83, Moyock Township.**

Mr. Woody gave an explanation of the Development Agreement, which is for installation of a force main for a county wastewater connection. A map was shown with the property to be serviced and current line extension. Commissioner Aydlett confirmed the area would need to be rezoned in order to increase density in the area.

He also confirmed with Mr. Woody that the density would not change if they decided to put in their own wastewater system.

Mr. John Morrison, Attorney, recounted the recessed Public Hearing from the prior meeting. Chairman O'Neal asked if anyone wished to speak to this item, as no one was signed up.

George Winslow, Carrollton, VA, said he was neither for nor against, but wanted to ensure there was no intention of changing the line between properties and buffers in place. Chairman O'Neal said there was no change.

Chairman O'Neal closed the public hearing.

Mr. Morrison asked if there were any questions. Chairman O'Neal asked if the developer would meet the current stormwater requirements. Mr. Morrison said the client is prepared to meet the current requirements.

Mark Bissell stated they are falling within the parameters of the current stormwater requirements.

Chairman O'Neal questioned the cost of installing an on-site facility. Mr. Bissell answered the difference in cost would not be that great, and would be about \$1.25 million either way. Chairman O'Neal confirmed with Mr. Woody that the development would be the same with the force main line or a standalone system. There was some discussion regarding patio homes and small lots, and confirmed that they could not be approved unless the Board took action to do so.

Commissioner Gilbert asked about the commercial component, with Mr. Bissell stating the inclusion of six building sites.

At the close of the discussion, Commissioner Martin moved to deny PB 14-16. The motion was seconded by Commissioner Gilbert, but did not pass, with nay votes from Chairman O'Neal and Commissioners Petrey, Aydlett, Griggs, and Beaumont.

Commissioner Petrey moved to approve PB 14-16, Development Agreement, using the case analysis as a guide, removing the setback variance and cleaning of the ditch, and meeting current stormwater requirements. Commissioner Aydlett seconded and the motion carried 6-1, with Commissioner Martin voting against.

- G) Public Hearing and Action: PB 14-16 Lake View at Currituck PUD Variance - Variance request from the Unified Development Ordinance under which the development plan is vested to allow modified setbacks. The property is located at 120 Survey Road, adjacent to Eagle Creek subdivision, Tax Map 15, Parcel 83, Moyock Township.**

John Morrison, attorney for the applicant, informed the Board during discussion of the Development Agreement, that the application for this item had been withdrawn.

- H) Public Hearing and Action: PB 14-16 Lake View at Currituck Amended Preliminary Plat/Use Permit - Request for an amended preliminary plat/use permit for 146 residential lots and 7.21 acres of commercial allocation located on Survey Road adjacent to Eagle Creek subdivision, Tax Map 15, Parcel 83, Moyock Township.**

Parties were sworn, and Mr. Woody reviewed the permit request. He explained the intersection connection, relocation of sidewalks, and revision of the phasing plan. Staff recommends approval.

Chairman O'Neal opened the public hearing.

Mark Bissell, Kitty Hawk, stated both the Department of Transportation and traffic engineer performed an analysis and approved the current configuration. He reviewed the sidewalk and trail system and phasing and addressed connectivity, saying it was resolved by the previously approved amendment.

Commissioner Aydlett inquired about the plan for an entrance at a different location. Mr. Bissell explained the requirements to acquire an easement. Commissioner Aydlett asked whether the UDO was preventing the easement. Mr. Bissell said it would have been easier without the in-fee requirement.

With no one else wanting to speak, Chairman O'Neal closed the public hearing.

Commissioner Petrey moved to approve PB 14-16 with staff findings and recommendations included in the case analysis. Commissioner Aydlett seconded, and the motion carried unanimously.

To: Board of Commissioners
From: Planning Staff
Date: November 6, 2014
Subject: PB 14-16 Lake View at Currituck – Development Agreement, Amended Preliminary Plat and Use Permit

James O. Myers submitted an application for a Development Agreement between Survey Road, LLC (the "Developer") and Currituck County for the proposed Lake View at Currituck subdivision located at 120 Survey Road in the Moyock Township. The use of a development agreement is authorized in North Carolina General Statutes 153A-379.1– 153A-379.13 and Section 2.4.18 of the Currituck County Unified Development Ordinance (UDO); the purpose and intent of a development agreement is to:

- V. Encourage comprehensive planning and capital facilities planning;
- VI. Ensure the provision of adequate public facilities for development;
- VII. Encourage the efficient use of resources, while providing certainty in the process of obtaining development permits and approvals; and
- VIII. Reduce the economic costs of development by providing greater regulatory certainty.

The Development Agreement proposed between the Developer and Currituck County requires that the Developer install a new oversized public sewer force main to connect the Lake View at Currituck subdivision to the Moyock Central Sewer System. The sewer mains, pump stations, and appurtenances subject to the development agreement will be dedicated to the county upon completion and acceptance by the Technical Review Committee. Through approval of the development agreement the county will reserve capacity in in the Moyock Central Sewer System for the build out of the Lake View at Currituck subdivision and will consider the cost of installation of the sewer force main as a cost of development for the purpose of establishing zoning vested rights. Detailed obligations of the Developer and county are included in the Conditions section of the Development Agreement.

The Developer is also submitting an amended sketch plan and preliminary plat for approval, as well as requesting modifications to the current (special) use permit. The significant changes to the plan include:

- *Removal of road connection through Eagle Creek open space.* The third entrance road across Eagle Creek open space is proposed for removal. The entrance roads in the subdivision were reviewed by a traffic engineer and NCDOT and the revised plans reflect the recommendations.
- *Reduction in sidewalks and widths.* The applicant is requesting removal of sidewalks from one side of the street and footbridge over the lake. The resubmitted plans now include sidewalks along one side of the street interconnected in open space and neighborhood commercial areas.
- 3. *Removal of county dedication, increase in commercial area, and decrease in open space.* The 1.75 acre tract previously dedicated to the county on the preliminary plat is proposed to revert to the developer, allocated for commercial, and removed from open space in exchange for installing a 6 inch sewer force main off-site of the development. (See Development Agreement)

3. *Reduction in street intersection separation.* The approved preliminary plat provides intersection separation of approximately 270 feet for the interconnection street (formally known as Chip's Road). The revised plans reduce that spacing to approximately 175' which is below the approved separation (270' approximate) and the current UDO requirement (400'). Bissell Professional Group submitted a text amendment to reduce intersection separation. The planned street interconnectivity is consistent with the proposed text amendment. If the board does not approve the text amendment the sketch plan and preliminary plat must be modified to meet the minimum required separation provided on the current approved plan (270')
4. *Revised phasing plan.*
5. *Removed specific playground equipment summary for pocket parks.*
6. *Reduction in structure setbacks/drainage easements.* The approved preliminary plan allows setbacks to be as follows:
 - a. 20' setback to NCDOT 50' right of way and 22' setback to back of curb.
 - b. 20' separation between principal structures and 5' pool setback to property line.
 - c. 10' rear setback

The developer is requesting a PUD variance in setbacks as follows (See PUD Variance Case Analysis):

 - g. 20' front setback
 - h. 5.5' side setback 5' pool setback to the property line (residential lots) not to exceed 30% of the lots (reduction in utility easements is proposed for side property lines – 5')
 - i. 10' rear setback to open space.
8. *Removal of community wastewater references.* The developer has removed the community wastewater plant from the plans and the area is shown as future development.
9. *Modifications to the current (special) use permit.* The developer proposes to delete conditions related to subdivision access alignment and construction of the community wastewater system.

The TRC recommendations related to the resubmitted plans include the following:

5. The proposed street interconnection does not meet the required 400' intersection separation. Since there is not precedent for further reduction, staff recommends maintaining the intersection spacing of the approved preliminary plat (approximately 270'). The Board will consider a text amendment on November 17, 2014 meeting that proposes to reduce the minimum intersection separation to 125 feet for local streets. If approved, the proposed plans will meet the 125 foot spacing requirement.
 6. The approved preliminary plat was given under the previous UDO which allowed for patio style development (reduced lot sizes and setbacks). The current UDO does not provide for patio home development and the proposed setbacks are not consistent with the approved preliminary plat or transition standards of the current UDO. The applicant submitted a PUD Variance request to allow for reduced side setbacks. A PUD Variance was previously approved to allow on-street parking.
- IV.** The interconnection street shall include street trees and pavement to the property lines. A performance guarantee may be posted for the improvement if not installed at final plat.
- V.** Street names are currently under review by GIS.

Enclosed please find a draft version of the Development Agreement that includes an amended sketch plan, preliminary plat and special use permit.

Planning staff recommends **approval** because the proposed development agreement is consistent with the Moyock Small Area Plan and the subject property and sewer main extension are located in a Full Service area which is consistent with the Land Use Plan because it focuses sewer service in existing developed areas

and in nearby targeted growth areas (POLICY WS3); and the development agreement demonstrates the impact on the future provision of public sewer capital improvements by the county.

The Planning Board **recommended unanimous approval** at their August 12, 2014 meeting.

PLANNING BOARD DISCUSSION (8/12/14)

Mr. Woody provided an overview of the development agreement.

Mr. Cooper asked if the county would accept the sewer line that is being installed before the final plat is recorded.

Mr. Woody said yes.

Mr. Wright asked if the additional phasing of the development would require an increase in sewer capacity. Does this set a precedent for the county to have to expand the sewer capacity?

Mr. Woody said yes.

Mr. Craddock said anticipated revenues from sewer commission fees and monthly users fees for sewer service will help to offset the investment the county will have to make with the expansion.

Ms. Bell is concerned with the side setbacks.

Mr. Cooper said tonight the board is considering the Development Agreement and not the changes.

Mr. Craddock asked by removal of the conditions from the use permit, is this giving them the ability to create higher density by lowering these side setbacks.

Mr. Woody said lowering the setbacks doesn't create the ability to have a higher density.

Mr. Bissell provided an overview of the proposal, wastewater treatment for the subdivision, phasing, sidewalks, and setbacks.

Mr. Cooper asked when the agreement would expire.

Mr. Woody said once it is adopted it is effective for 10 years. Mr. Bissell said

everything should be platted within 4 to 5 years.

Mr. Winslow said he has the adjacent farm, Lindsey Farm. Will there be any change in the already approved buffer zone between the farm and this project?

Mr. Woody said it will remain the same.

Mr. Winslow said the sewer line will run down the farm side of the road, is the intent to put it on farm property?

Mr. Woody said the intent is to put it in DOT right-of-way. Mr. Winslow

asked where the overflow from the lake will go.

Mr. Bissell said it will go to Survey Road and under 168 Hwy. and out. Mr. Winslow

asked will there be any enlargement of the existing ditch?

Mr. Bissell said no.

Mr. Clark closed the public hearing.

ACTION

Mr. Craddock moved to approve PB 14-16 due to its consistency with the Moyock Small Area Plan and the 2006 Land Use Plan and the request is reasonable and in the public interest and does promote orderly growth and development. Mr. Cooper seconded the motion and motion carried unanimously.

New Business

D) Consent Agenda:

1. Approval of Minutes for November 3, 2014
2. Budget Amendments
3. 2012 CDBG Language Access Plan
4. Surplus Resolution-EMS
5. Tax Department-2014 Order of Collections
6. Firemen's Relief Fund Officers; Carova Beach VFD, Corolla VFD, Crawford VFD, Knotts Island VFD, Moyock VFD, Lower Currituck VFD

Commissioner Gilbert moved to approve the consent agenda, seconded by Commissioner Petrey. The motion carried unanimously.

<u>Account Number</u>	<u>Account Description</u>	Debit Decrease Revenue or Increase Expense	Credit Increase Revenue or Decrease Expense
50442-596100	Professional Services		\$ 200,000
50442-590002	Connecting Corolla Bike Path	\$ 200,000	
		<hr/> \$ 200,000 <hr/>	<hr/> \$ 200,000 <hr/>

Explanation: Connecting Corolla (50442) - Transfer funds from Professional Services to the Connecting Corolla Bike Path line to consolidate the project.

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

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
50512-594500	Contract Services	\$ 94,500	
50512-596100	Professional Services	\$ 27,802	
50512-588000	Contingency		\$ 122,302
		\$ 122,302	\$ 122,302

Explanation: Animal Shelter (50512) - Transfer contingency funds within the Animal Shelter project for design/build contract.

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

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10530-540000	Worker's Compensation	\$ 3,443	
10530-502000	Salaries - Regular		\$ 3,443
10510-540000	Worker's Compensation	\$ 3,401	
10795-540000	Worker's Compensation	\$ 2,719	
10540-540000	Worker's Compensation	\$ 1,611	
10540-502000	Salaries - Regular		\$ 1,611
10340-456001	Zoning Violation Fees		\$ 3,541
10340-456510	Sheriff Fees		\$ 2,579
61818-540000	Worker's Compensation	\$ 1,073	
61360-471000	Tap & Connection Fees		\$ 1,073
66868-540000	Worker's Compensation	\$ 3,217	
66360-470000	Utility Charges		\$ 3,217
		\$ 15,464	\$ 15,464

Explanation: Various Departments - Transfer and increase funds for the FY 2014 Worker's Compensation Audit to actual.

Net Budget Effect:

Operating Fund (10) - Increased by \$6,120.
 Mainland Water (61) - Increased by \$1,073.
 Southern Outer Banks Water (66) - Increased by \$3,217.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		Decrease Revenue or Increase Expense	Increase Revenue or Decrease Expense
10760-561000	Professional Services	\$ 2,500	
10760-561000	Professional Services		
10760-561000	Nonreimbursable	\$ 6,000	
10390-499900	Fund Appropriate Balance		\$ 8,500
		<u>\$ 8,500</u>	<u>\$ 8,500</u>

Explanation: *SOCIAL SERVICES ADMIN (750)* - Currituck County's portion of the 1571 Software Uplift project. *COUNTY ASSISTANCE (760)* - Additional funds for forensic exams, and testimony costs for court. This cost is determined by the need of clients receiving services through Child Protective Services.

Net Budget Effect:

Operating Fund (10) - Increased by \$8,500.

R E S O L U T I O N

WHEREAS, the Board of Commissioners of Currituck County, North Carolina during its regularly scheduled meeting held on November 17, 2014 authorized the following, pursuant to GS 160A and 270(b), the property listed below be declared surplus because it will be used as a trade in for a 2015 Chevrolet remount

Asset 5828 2003 Ford Ambulance Vin 1FDXE45F63HB49020

ADOPTED, this 17th day of November, 2014.

ORDER OF COLLECTIONS

TO THE TAX COLLECTOR OF THE COUNTY OF CURRITUCK:

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

Witness my hand and official seal, this __17th__ day of _November ____, 2014__.

E) Commissioner's Report

Commissioner Petrey said thank you, and said it's been fun.

Commissioner Gilbert thanked the public for her re-election and she looks forward to the next four years.

Commissioner Beaumont described an event held at the Rural Center that included 59 horses with 220 judged events. 47 of those horses were from Virginia, he said. He stated people were very impressed with the facility and many were interested in moving horse shows here.

Commissioner Martin announced the Senior Center craft show on November 22, with proceeds going to the Backpack for Kids program.

Commissioner Aydlett wished Commissioners Martin and Petrey all the best, saying it was a pleasure to serve with them.

Chairman O'Neal thanked Commissioners Martin and Petrey, stating he considers them both friends and that they brought unique strengths and ideas to the Board.

F) County Manager's Report No report

Adjourn

With there being no further business, Commissioner Petrey moved to adjourn. The motion was seconded by Commissioner Martin. The motion carried unanimously and the meeting was adjourned.



Currituck County Agenda Item Summary Sheet

Agenda Item Title

Budget Amendments

Brief Description of Agenda Item

Budget Amendments for December 1, 2014, BOC Meeting

Board Action Requested

Action

Person Submitting Agenda Item

Finance-Sandra Hill

Presenter of Agenda Item

Consent Agenda

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 1st day of December 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2015.

<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>
68888-532000	Supplies	\$ 2,500	
68888-516000	Repairs & Maintenance		\$ 1,000
68888-533200	Lab Tests		\$ 1,500
		<u>\$ 2,500</u>	<u>\$ 2,500</u>

Explanation: *Walnut Island Sewer (68888)* - Transfer funds for addition supplies needed to operate the sewer system.

Net Budget Effect: Walnut Island Sewer District (68) - No change.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 1st day of December 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2015.

<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>
10460-545000	Contract Services	\$ 11,750	
10310-400100	Vehicle tax collected by DMV		\$ 11,750
		<u>\$ 11,750</u>	<u>\$ 11,750</u>

Explanation: *Public Works (10460)* - Increase appropriations to clean out the stormwater ponds at County facilities.

Net Budget Effect: Operating Fund (10) - Increased by \$11,750.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 1st day of December 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2015.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
60808-545000	Contract Services	\$ 6,122	
60808-511000	Telephone & Postage		\$ 2,300
60808-511001	Telephone & Postage		\$ 2,300
60808-532000	Supplies		\$ 762
60808-532001	Supplies		\$ 760
61818-545000	Contract Services	\$ 14,200	
61818-511000	Telephone & Postage		\$ 9,700
61818-532000	Supplies		\$ 500
61818-590000	Capital Outlay		\$ 4,000
66868-545000	Contract Services	\$ 9,000	
66868-511000	Telephone & Postage		\$ 7,500
66868-532000	Supplies		\$ 1,500
67878-511000	Telephone & Postage		\$ 75
67878-545000	Contract Services	\$ 75	
68888-511000	Telephone & Postage		\$ 500
68888-532000	Supplies		\$ 103
68888-545000	Contract Services	\$ 603	
		<u>\$ 30,000</u>	<u>\$ 30,000</u>

Explanation: *Water & Sewer Funds (60808;61818;66868;67878;68888) - Transfer funds to outsource water and sewer billing from January - June 2015.*

Net Budget Effect: Ocean Sands Water & Sewer District Fund (60) - No change
 Mainland Water Fund (61) - No change.
 Southern Outer Banks Water Fund (66) - No change.
 Moyock Central Sewer Fund (67) - No change.
 Walnut Island Sewer Fund (68) - No change.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 1st day of December 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2015.

<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>
10750-561000	Professional Services		\$ 6,091
10750-545002	Contracted Services Child Support	\$ 6,091	
		<u>\$ 6,091</u>	<u>\$ 6,091</u>

Explanation: *SOCIAL SERVICES ADMIN (750)* - Transfer budgeted funds for changes in child support administrative fees.

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 1st day of December 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2015.

<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>
61818-590003	Fire Hydrants	\$ 7,201	
61360-467000	Sale of Materials		\$ 7,201
		<u>\$ 7,201</u>	<u>\$ 7,201</u>

Explanation: *Mainland Water (61818)* - Increase appropriations for installation of a fire hydrant for economic development.

Net Budget Effect: Mainland Water Fund (61) - Increased by \$7,201.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 1st day of December 2014, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2015.

<u>Account Number</u>	<u>Account Description</u>	Debit	Credit
		<u>Decrease Revenue or Increase Expense</u>	<u>Increase Revenue or Decrease Expense</u>
61818-545000	Contract Services	\$ 15,000	
61360-471000	Tap & Connection		\$ 15,000
		<u>\$ 15,000</u>	<u>\$ 15,000</u>

Explanation: *Mainland Water (61818)* - Increase appropriations for administrative fees for debt rate modification.

Net Budget Effect: Mainland Water Fund (61) - Increased by \$15,000.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board



Currituck County Agenda Item Summary Sheet

Agenda Item Title

October 2014 CDBG Monthly Progress Report

Brief Description of Agenda Item

Progress report for October activities regarding the Community Development Block Grant (CDBG).

Board Action Requested

Action

Person Submitting Agenda Item

Tammy Glave

Presenter of Agenda Item

Ben Woody



COUNTY OF CURRITUCK

Planning and Community Development
Department

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

Memorandum

TO: Board of Commissioners

FROM: Ben Woody, AICP
Planning Director

DATE: November 10, 2014

SUBJECT: October 2014 CDBG #11-C-2308 Scattered Site Housing Project Update

The 2011 Community Development Block Grant remained on schedule for the month of October. A summary of October's progress follows:

- Completed Katie Ware's new home.
- Resolved sales tax issue for mobile homes.
- Reviewed requests for temporary relocation benefits with two reconstruction recipients.
- Completed requests for checks.
- Conducted site visits to observe rehabilitation activities.
- Conducted site visits to meet with reconstruction recipient and observe reconstruction progress.
- Performed multiple building inspections on reconstruction and rehabilitation projects.
- Updated Language Access Plan.
- Continued on-going general administration and financial management responsibilities.

Thank you.



Currituck County Agenda Item Summary Sheet

Agenda Item Title

Acceptance of Official Bonds

Brief Description of Agenda Item

The following officials have provided bonds to the County as follows:

Susan Johnson, Sheriff - \$25,000 Dec 1, 2014 – Dec 5, 2018

Sandra Hill, Finance Director - \$50,000 July 1, 2014 – June 30, 2015

Tracy Sample, Tax Collector - \$50,000 July 1, 2014 – June 30, 2015

Denise Hall, Register of Deeds - \$50,000 July 1, 2014 – June 30, 2015

Denise Hall, Deputy Tax Collector - \$50,000 July 1, 2014 – June 30, 2015

Board Action Requested

Action

Person Submitting Agenda Item

Leeann Walton

Presenter of Agenda Item

Dan Scanlon



The Ohio Casualty Insurance Company
BOND

No. 018009261

KNOW ALL MEN BY THESE PRESENTS:

That we Susan D. Johnson of 103 Mallard Drive, Currituck, NC 27929, as Principal

and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, (hereinafter called the Surety), are held and firmly bound unto State of North Carolina through Currituck County

407 Maple Road, Maple, NC (Street) (City) (State) (Zip) (Insert Full Name [top line] and Address [bottom line] of Obligee)

in the aggregate and non-cumulative penal sum of Twenty-five Thousand and No/100 (\$ ***** 25,000.00 *****)

DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED November 7, 2014

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That Whereas, the said Principal has been elected or appointed to (or holds by operation of law) the office of Sheriff

for a term beginning on December 1, 2014 and ending on December 3, 2018

NOW, THEREFORE, If the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void: otherwise to remain in full force and effect.

(Provision)

Susan D. Johnson

By:

The Ohio Casualty Insurance Company

By: Maryann Dark Attorney-in-fact

OATH OF OFFICE

STATE OF _____

County of _____

} SS

I, _____

do solemnly swear (or affirm) that I will support, protect and defend the Constitution of The United States and the Constitution of the State of _____ and that I will discharge the duties of my office of _____

with fidelity; that I have not paid or contributed, or promised to pay or contribute, either directly or indirectly, any money or other valuable thing to procure my nomination or election (or appointment), except for necessary and proper expenses expressly authorized by law; that I have not knowingly violated any election law of this State, or procured it to be done by others in my behalf; that I will not knowingly receive, directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or duty pertaining to my office than the compensation allowed by law. So help me God.

Sworn to and subscribed before me this _____ day of _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5725696

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maryann Dark; Judie Chisolm

all of the city of Charlotte, state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7 day of November 14.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Currituck County Agenda Item Summary Sheet

Agenda Item Title

Whalehead Special Service District – Roll out/Roll back Service Contract for trash and recycling carts for all single family homes in the Whalehead Subdivision, Corolla, North Carolina

Brief Description of Agenda Item

Roll out / Roll back service contract to move trash and recycling carts to curb before pickup day and back to the house after pickup has been made.

Board Action Requested

Action

Person Submitting Agenda Item

Brenda K. McQueen

Presenter of Agenda Item

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the ___ day of _____, 2014, between the **County of Currituck** (hereinafter "County") and **LIGHTHOUSE RESORT SERVICES, INC.,** (hereinafter "Contractor").

RECITALS

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

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

IT IS THEREFORE AGREED as follows:

1. Scope of Work (hereinafter "the Services"). Enhanced solid waste services for the Whalehead Subdivision in Corolla, North Carolina, consisting of the following:
 - a. Roll out service for all trash and recycling carts in the Whalehead Subdivision beginning at 1:00 p.m. the day prior to collection and completed no later than 7:00 a.m. on the respective collection days - Wednesdays and Saturdays from May 1 through September 30 and no later than 7:00 a.m. on Wednesdays from October 1 through April 30;
 - b. Roll back service for all trash and recycling carts in the Whalehead Subdivision completed by 6:00 p.m. on collection days - Wednesdays and Saturdays from May 1 through September 30 and by 6:00 p.m. on Wednesdays October 1 through April 30;

- c. Creating records of which addresses require bulky item pickup, what those items are and relaying that information to the County's Contractor for curbside waste collection via fax, phone or email within 48 hours of servicing the route, email copy of records to Currituck County Public Works (Brenda.mcqueen@currituckcountync.gov);
- d. Creating records of which homes, if any, are experiencing chronic overflow of trash and/or recycling containers and relaying that information to Currituck County Public Works via fax or email within 48 hours of servicing the route. In addition to the address of the property, the records will contain the name of the rental company and the property ID, where applicable;
- e. Contractor will maintain a customer service hotline that is available 24 hours per day, 7 days per week;
- f. Contractor agrees that in the event of a voluntary or mandatory evacuation of the area due to weather, the roll back date will be adjusted as directed by the County of Currituck Public Works Department;
- g. Contractor agrees that collection days may be modified and that roll out/roll back service dates will be adjusted accordingly.

2. Compensation: The sum of \$ **107,622.24 per annum** (One Hundred Seven Thousand Six Hundred Twenty-two and 24/100 Dollars) for the 12-month period of service paid monthly in the amount of \$ 8,968.52 (Eight Thousand Nine Hundred Sixty-eight and 52/100) upon satisfactory completion of the work, receipt of invoice and per the accounts payable schedule of the Finance Department.

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

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

5. Term. This Agreement may be terminated by either party at any time upon thirty (30) 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. Contracted Services under the terms of this agreement shall be effective January 1, 2015, through December 31, 2016.

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

- a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.
- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.
- d. Contractor is not required to perform tasks in any particular order or sequence.
- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.

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

7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. 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.

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.

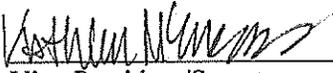
COUNTY OF CURRITUCK

CLERK TO THE BOARD:

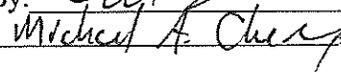
By: _____ (SEAL)
Title: _____

LIGHTHOUSE RESORT SERVICES, INC.

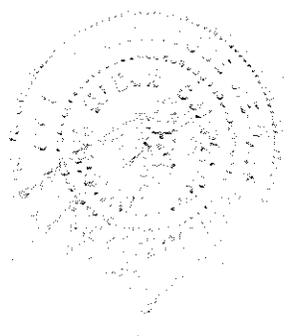
ATTEST:



Vice-President/Secretary

By:  (SEAL)
 President

(Affix Corporate Seal)





Currituck County Agenda Item Summary Sheet

Agenda Item Title

County Beach Access Points in Corolla, North Carolina – Roll out / Roll back service contract for trash and recycling carts at 15 County Beach Access Points: Whalehead Subdivision, Yaupon Lane, Corolla Village Road for Saturday pickup days May through September only

Brief Description of Agenda Item

Roll out / Roll back service contract to move trash and recycling carts to curb before pickup day and back to the cart carrels after pickup has been made – for Saturday pickup days May through September only.

Board Action Requested

Action

Person Submitting Agenda Item

Brenda K. McQueen

Presenter of Agenda Item

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the ___ day of _____, 2014, between the **County of Currituck** (hereinafter "County") and **LIGHTHOUSE RESORT SERVICES, INC.**, (hereinafter "Contractor").

RECITALS

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

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

IT IS THEREFORE AGREED as follows:

1. **Scope of Work** (hereinafter "the Services"). Enhanced solid waste services for the County's beach access receptacles in the Whalehead Subdivision in Corolla, North Carolina, consisting of the following:

Roll back services for all trash and recycling carts at the County-owned beach accesses in Corolla, North Carolina, completed by 6:00 p.m. Saturdays May 1 through September 30 and Roll out service for all trash and recycling carts at County-owned beach accesses in Corolla, North Carolina, completed by 7:00 p.m. Fridays May 1 through September 30. In the event of a voluntary or mandatory evacuation of the area due to weather, the roll out/roll back dates will be adjusted as directed by the County of Currituck's Solid Waste Director.

Locations of beach accesses:

13 beach access points on Lighthouse Drive in the Whalehead Subdivision;

Southern Beach Access facility at 431 Ocean Trail;

Corolla Village Road facility.

2. Compensation: The sum of \$ 2,200.00 (Two Thousand Two Hundred and 00/100 Dollars) per year billed in 5 equal monthly installments of \$440.00 in May, June, July, August and September upon satisfactory completion and presentation of invoice per the accounts payable schedule of the Finance Department.

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

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

5. Term. This Agreement may be terminated by either party at any time upon thirty (30) 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. Contracted Services under the terms of this agreement shall begin January 1, 2015, and terminate at 11:59 p.m. December 31, 2016.

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

- a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.
- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.
- d. Contract is not required to perform tasks in any particular order or sequence.
- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.
- j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.

7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. 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:

Daniel F. Scanlon II, County of Currituck
153 Courthouse Road, Suite 204, Currituck, NC 27929

If the notice is to Contractor:

Michael Cherry, President
Lighthouse Resort Services, Inc.
520 Old Stoney Road, Unit J
Corolla, NC 27927

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.

COUNTY OF CURRITUCK

Clerk to the Board:

By: _____ (SEAL)

Title: _____

Attest:

LIGHTHOUSE RESORT SERVICES, INC.

By: Kathleen W. Wynn
Vice-President/Secretary/
Treasurer

By: Michael A. Chen (SEAL)
Printed name, President

(Affix Corporate Seal)

